

Cedar City

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Mayor

Garth O. Green

Council Members

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

City Manager

Paul Bittmenn

CITY COUNCIL MEETING

DECEMBER 4, 2024

5:30 P.M.

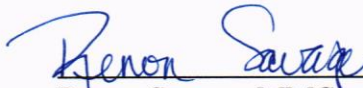
The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The City Council Chambers may be an anchor location for participation by electronic means. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
- IV. Business Agenda
 - Public Comments
- V. Public Consent Agenda
 1. Approval of minutes dated November 6 & 13, 2024
 2. Ratify bills dated November 13, 15, & 22, 2024
 3. Approve a deferral agreement for public improvements for a property located at 100 East and 900 North. Jay Adams/Randall McUne
 4. Approve a Specialized Aviation Services Operation (SASO) with Wright Wrench Aviation. Tyler Galetka
 5. Approve a Specialized Aviation Services Operation (SASO) with DCS Aviation. Tyler Galetka
 6. Approve the 2025 meeting schedule. Renon Savage

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

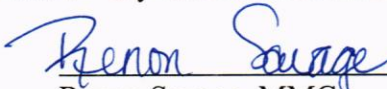
7. Consider helping with maintenance of the lights on the “C”. Terri Sanders/Sandi Lunt
8. Consider approval of preliminary Fiddlers Park concept. Ken Nielson
9. Consider a resolution amending the Airport Rules, Regulations and Minimum Standards. Tyler Galetka
10. Consider an ordinance amending Sections 23-11, 23-12, and 23-12-A alcohol related licenses and permits. Randall McUne

Dated this 2nd day of December 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 2nd day of December 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 WORK MINUTES
NOVEMBER 6, 2024

The City Council held a meeting on Wednesday, November 6, 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 Kent Fugal; Senior Engineer Jonathan Stathis; Police Chief Darin Adams; Wastewater Superintendent Eric Bonzo; Fire Chief Mike Phillips; Public Works Director Ryan Marshall; Water Superintendent Robbie Mitchell; Economic Development Director David Johnson.

OTHERS PRESENT: Jay Adams, Ann Clark, Tom Jett, Drake Howell, Craig Gubler, Russell Westwood, Sam Fankhauser, Mike Platt, Wendy Green, Alysha Lundgren, Mike Green.

CALL TO ORDER: Chief Darin Adams gave the invocation; the pledge was led by Jonathan Stathis.

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: ■ **Phillips** – I want to congratulate the American people for an election where we exercise the right to vote, the most important right we have and we ask for a fair and open transfer of power and that our country continues to move forward. That is the great thing about democracy. Congratulations to the American people that exercised that right. This weekend is the City's birthday celebration, 173 years ago on Veterans Day we were founded. We have a family game night at Frontier Homestead State Park on Friday from 6-8 p.m. Saturday at 10:30 am the George A Wood statue at the Depot will be unveiled. The Wood family has gathered donations for that statue; Sunday at 7 p.m. is the Master Singers Veteransconcert. Monday at 10 a.m. is the Veterans program at the Veterans Park, at 11 a.m. is the Veterans Day program at Southern Utah University in the Sharwan Smith building, that is always a highlight. Then, at 7 p.m. in Heritage Theatre we will have our own celebration/concert. Cedar City's own community band under the direction of Steve Shirts will be doing the music, there's about 50 members, it is the storytelling of the 173 years of history of Cedar City, there will be performances, storytelling, they are reenacting a live radio show from 1937 and there will be a Foley artist, that is the gentleman that makes all the sound effects for the radio, he will be on stage doing it live, and performances from the Paiute Tribe, singers, patriotic tribute and some surprises, everything is free. Now, I have a few staff items, can we look at red curbing at 200 South 800 West across from the new Bristlecone Hall building, students are parking on the south side of 200 S right up to the corner. **Melling** – that is UDOT controlled. **Phillips** – 200 South is, but 800 West is not. Also, the lights are still not working around the parking garage and along police lane. We have the downtown lighting coming up and I would like them working. ■ **Riddle** – if you go down Airport Road and turn into the Airport on Kitty Hawk, we have two signs, the south side the signs are nice on the north it is busted, I had a complaint about that. **Phillips** – years ago the Lion's built it, but it is our responsibility to maintain it.

PUBLIC COMMENTS: ■47g Presentation. **David Johnson** – Aaron Stark President of 47g, we are a member of that organization. They did a site tour today and I asked Aaron to present today and tell how we play a role. **Aaron Stark** – thanks for the great work you are doing, it is a great part of the State. David has been a great ambassador for the area. the State has entrusted us to build the aerospace and defense industry here in the state, and more than building, it's actually convening the industry, this is an industry about 100 years in the making. We flew the first airplane here in 1911, and since that time we have grown an industry that now accounts for 20% of the state's overall economy. As a hole we have Hill Airforce Base with \$11 billion in economic transactions, it would take 20 years for Northern Utah's economy to recover if Hill Air Force Base wasn't a thing. 13 military installations the NSA selected Utah for an expansion site, so we're going to double our presence in the NSA. There are 600 companies doing business with the DOD, and from a technological development innovation standpoint, there are a lot of great things happening. This industry contributes to the sustainability of our economy, it's not tied to venture capital or speculative investments, so when Silicon Valley Bank collapses, it doesn't impact this industry, there's not 5,000 layoffs in the tech industry. Iron County is a major contributor to the sustainability here in the state when it comes to this industry. Today we had a great dialogue with SUU, with America Pacific, with Align, RCS Aerospace and other companies all contributing to the aerospace and defense economy. Governor Cox has given us the mandate to oversee some really important initiatives, one of which is air mobility. As a state we have 10 years until the 2034 Olympics comes, and we want to welcome the world through advanced air mobility, the movement people and cargo via manned and unmanned aircraft that are all electric or hybrid. Cedar City becomes a market better connected to the Wasatch front and other areas of the state through aviation. You can imagine an 18-passenger conventional takeoff and landing aircraft that allows passengers to fly from Cedar City to Salt Lake in 30 minutes to watch MLB baseball and be back that night at a fraction of the cost that it would cost to fly commercially. It opens up new opportunities for us to think differently about the way we move people from a mass transportation strategy and also cargo. We are partnered with Inland Port, UDOT, The Governor's Office, to make sure we have the nation's first operable ecosystem for air mobility here ahead of the Olympics. There is a future here with Cedar City and from a talent of workforce development standpoint, SUU, Southwest Tech. We met with Southwest Tech today, we interface with about 200 companies inside and outside the state. We just hosted DOD leadership last week in the state, drone manufacturing technology very important right now for the way that we are fight warfare, we are going to work with Southwest Tech on developing a drone manufacturing program. Thank you for your partnership. **Phillips** – the air mobility, I assume it has to meet FAA regulation and securities. **Aaron** – it does, FAA owns the space. We hired the former deputy administrator from the FAA to work for 47g and this is the first realistic timeline. LA tried to do the same thing and the timeline for the Olympics does not make sense for them, but ours does for 2034. **Phillips** – that is exciting. **Mayor** – what does it require of our airport? **Aaron** – there are 5,000 municipal airports and we don't need to develop new infrastructure for phase 1, we can take advantage, we can just do an electrification station. We have the power capacity here, as we look at a vertical takeoff and landing, we will do a vertiport, like a helipad. Initially we will take advantage of what you have. **Mayor** – what are the features of your company that are the keys to your success to make this thing fly? **Aarson** – we are a public/private partnership, we are not selling products, what makes it work, we have a mandate from the Governor and the Legislature. **Mayor** – the private portion will provide the product.

CONSIDER APPROVAL OF A SEPTIC TANK AT 923 NORTH 4200 WEST. PLATT & PLATT: **Mike Platt**, Platt & Platt – we put in for a building permit, it is a 70-acre parcel, the furthest west before you hit the County, out of sewer range on a farm. He wants a septic tank to build

a house. **Melling** – City policy is they have to be within what? **Mike** - 300 feet. **Randall** - it is 300 feet from the property, not the building. **Melling** – I don't see a problem, the County just finished a study, we can handle 1 septic system for every 5 acres, and this is 70 acres. I don't like policies that discourage people from building a home on a farm they still farm. **Randall** – it is an allowance. They did come to the BOA for a variance, but it is not for a septic, it is for the public improvements on the east side of their farm. The variance was granted. **Phillips** - how far are they from the proposed home to the sewer line? **Mike** - 2300 feet. They just want to continue to farm. When they subdivide, they will cross all the regulations. Consent.

CONSIDER AN AMENDMENT TO THE AGREEMENT WITH IRON COUNTY FOR THE CONSTRUCTION, USE, OPERATION AND MAINTENANCE OF THE 4500 WEST WASTEWATER TRANSMISSION LINE. SAM WOODALL: Sam Woodall, Deputy Iron

County Attorney – we want to work with the city on the sewer line. BZI is doing a development and they are seeking clarification that the number of lines they have been allotted these are the conditions they are looking at. Going forward we would renew a similar agreement. **Phillips** – are we reestablishing a contract or adjusting the existing. **Sam** – the latter. **Paul** – we would most likely extend it unless we hit capacity on the line and then we figure out a bunch of other things. **Sam** – we are not seeking to renew, just clarify. **Phillips** - the adjustments are already allowed in the MOU. **Tom Jett** – it is in the County, someday we will have to update the treatment plant, in the city we can bond, how do we assess a bond on County residents if we need to expand the sewer system. **Paul** – this contract that Sam talks about only deals with that transmission line. If we need to expand the WWTP that someday might come. There are provisions with a separate contract with Iron County and Enoch. The city cannot tie county residents to a bond, we would have to go to the County and Enoch and say it will cost X amount and your amount is X and they will figure out how to do that. **Jason** – it would be a bond funded by user fees, a revenue bond, not a GO bond. Consent.

CONSIDER A REQUEST FOR A DEFERRAL AGREEMENT FOR PUBLIC IMPROVEMENTS FOR A PROPERTY LOCATED AT 100 EAST AND 900 NORTH. JAY ADAMS / RANDALL MCUNE: Jay Adams – I am representing Jay Smith. The building is on the

corner lot, we put a building in earlier this year, it is on 900 North, behind the old Northeast Furniture building. We are asking to work with the city to defer the costs until the road is further advanced. **Wilkey** - only on 100 East which parcel is creating the issue? **Mayor** – Parcel 1 is the one in question. **Wilkey** – is the plan to do the improvements on 900 North with the project, he is asking deferral on 100 East. **Jay** – we are asking for the deferral on the entire lot. **Wilkey** - we are trying to get people down those roads. **Phillips** – we have money in the budget to do the first phase of 100 East. I don't know why we would defer it. **Randall** – the memo I gave you gave a brief rundown of legal and engineering concerns. This is a busy location, and we plan to get our road there. Once we give a certificate of occupancy the ability to get the improvements go down. **Mayor** – the road is decided. **Wilkey** – the curb and gutter are there now. **Melling** – why not sidewalk? **Paul** – curb and gutter went with the building to the east to direct storm water, it was done by the developer. We put the curb and gutter by our property. **Phillips** - I have looked at it, does the fence line leave adequate property for the sidewalk. **Wilkey** – I would like the sidewalk along 900. **Jay** – yes. **Melling** - the deferral is for the whole parcel. **Randall** – that is what he is asking, I thought it was only 100 East. **Melling** - I see the wisdom on 100 East since we don't have everything lined up. **Kent** – the improvements exist on 900 North; horizontal and vertical alignments are already there, and it is not a problem to build the improvements on 100 East. **Melling** - do the parcel lines line up with the boundary adjustment? **Jay** – no, the line was adjusted for the next building. **Phillips** – parcel 1 is along 900 and 100 East. **Wilkey** - on 100 East it is 105 feet to nowhere and he owns the property on

both sides. **Melling** – we had an ordinance if someone owns on both sides of the road, they have to improve both sides, but is that only with subdivision? **Wilkey** - I don't see the point of doing 100 East. **Phillips** - staff didn't think this was the right thing to do. **Kent** – 100 East is a master planned road and there is interest to get it punched through. We have a developer that is required to put that in and that is one portion that the city would not have to do, staff does not see a reason to defer it. **Phillips** – we have been trying to get 100 East done. **Mayor** - we are working to get that done. Once we get the portion by the old drive-in theatre and the Louie Tong parcel it could go through soon. **Cox** – can we wait until we get our portion. **Randall** – we will ask for triggers. I think the road was done as part of a minor lot years ago, but there was not a trigger. We want to know the triggers. If a person declines to pay, our only option is a lawsuit, or the city pays it and that is a risk we take. **Melling** - what is it zoned? **Randall** – I think commercial. **Melling** - are we planning on getting commercial there. **Randall** – we don't know, it is all owned by the same person. **Wilkey** - do we require the half plus 12 or the entire thing? The map that shows the two parcels, is it only to be built to the end of the one parcel, or the other parcel. **Mayor** – if you grant the deferral, do we have him do the entire portion of his property. What is the plan to develop. **Paul** – we can defer the frontage on the west side of lot 1, but when the city is ready to pave you have to put all improvements on the entire property. **Mayor** – we were talking about a chip seal through the entire thing because we didn't know where everything was going to be. They have already given us the property; this triggers it, and it would be a lot to do their entire property. **Wilkey** - does Mr. Smith own to the pivot? Yes. **Randall** – I did find the answer, asphalt would go on the entire width, but the sidewalk only on the side they are developing. **Mayor** – once the road is in your property becomes more valuable. **Randall** - the turn you see is the access to the car lot. **Jay** – we were going to bond for the improvements and then the deferral came up. **Wilkey** - how long are the bonds for? **Randall** – they are typically a year, two years max. **Paul** - they can do cash bonds. Action.

CONSIDER APPROVING A CONTRACT TO PURCHASE WATER RIGHTS. KIMBALL HOLT/PAUL BITTMENN:

Paul – 15 acre feet of water before the cutoff date in the Groundwater Management Plan, the water right number is #73-190 and the purchase is from KS Cedar Ridge at the cost of \$240,750, we will split the closing costs, and they will cooperate in executing any change applications and they will give us a special warranty deed, warranting the time they actually owned it. **Wilkey** - I would rather see us use the money to pay off the debt, we bought millions of dollars of water last year. **Melling** - did we buy the water with the intent to make up for the deficit we have for the residents or for future development and what is the mix. When we were making those purchases, the water bill increase was to make up ground for our deficit. We are seeing increases in revenue as the water rates increase and it is enough to service the debt. The last increase will be next year. We are getting \$1 to \$1.5 million a year to purchase water from developers for growth. The price is within comparable amounts, I have seen private developers pay that much. We are charging \$24,000 an acre foot for the developers. **Cox** – I look at it along the same line. If we sold 75-acre feet of water at \$24,000, why wouldn't we pay \$16,000. **Melling** – we have turned down larger amounts for less. If we don't purchase this from the right of first refusal, then they sell it, and the water can go to the County or Enoch. **Phillips** – they have an offer. **Melling** – I don't think it is a great price, but it is within market, and we have the first right of refusal. **Wilkey** - we say because it is a lesser amount it is more money. If we hold off and have more money to buy more at a lesser amount. **Mayor** - we buy this water for the past, that is what we did. At the same time, we have to have inventory if we have water for sale. When people pay a water acquisition fee it needs to accumulate until we buy water. The user fees are paying the bond payment. We should not exacerbate the problem. **Melling** – I would be nervous if it was a year or two ago, when you change rates, you think people will conserve more. We have data to show that we have sufficient funds to pay the bond, so I think we

use that water to make up the deficit and the acquisition money we buy from another source. **Riddle** – I look at it that same way, the large quantity was to put in our portfolio. Action.

CONSIDER ENGINEERING STANDARDS REVISIONS FOR SECTION 3.5.8, DETAIL W1, DETAIL W5, AND SECTION 4.2.1. JONATHAN STATHIS: **Jonathan Stathis**, Senior Engineer – we have been working on these for a few months, they have been to Sketch and Planning Commission.

See Exhibit “A”. Section 3.5.8 – Water Main Replacement. There are 3 parts to the change, water main replacements, when the old line is replaced, it gets abandoned, it is left in place. **Wilkey** – how does it not confuse Blue Stakes? **Jonathan** – the second part is existing water laterals, if they meet standards, extend to new main, if not then replace them. **Melling** – that is only to the meter. **Jonathan** – correct. **Melling** – that is a rare occasion isn’t it. **Jonathan** – yes, usually through redevelopment. **Mayor** – they are in the older part of town and usually lead. **Wilkey** – in the detail, does it say we cannot have two water lines in the street? **Paul** – why would ever accept two laterals that we would have to maintain. **Jonathan** – it is written in there. There are cases you can have two if they are different zones. **Paul** – that is if it serves our system as the owner of the system. **Melling** – is there flexibility if we decide in a large road, like Main Street to have one on each side of the road. **Jonathan** – we do have that in Main Street. Detail W1 – Blow-off Detail – they flush the line after a new line is installed. We felt a 6” blow off would be acceptable. If the blow off would remain for a future phase we need to have a valve and then one stick of pipe size so they can continue on later to extend that line, but then it can neck down and go to the 6”. If they are going to use it temporarily for flushing purposes and then completely remove it, then the entire assembly can be 6”. I do need to make one change that the valve could also be a 6”. **Mayor** – there argument was because there is a butterfly valve the center of the valve is abstracted and nothing smaller than 6” can go out of it. If you are going to say it is a 6” and it can be a butterfly, now you could have an object in there 3” that would not flush. **Jonathan** – we use gate valves for 6”. **Mayor** – that will work. Detail W5, the Water Division has had problems with water meters in 18” barrels, it is difficult to set meters, there are a little bit of the ribs protrude into the barrel so it causes difficulty in setting the meter, we will change that to 21” barrels, it adds about \$100 to the meter. One other change, in note 4 said 80 PSI, it will be changed to 175 PSI, that is the pressure rating of the meters. **Phillips** – is this detail for all water meters? **Jonathan** – this is for 1” up to 2” and can be for both residential and commercial. **Melling** – a residential barrel meter is 18” diameter and we are changing that to 21”, so it is 3” larger. The concrete pad is above it; we want it centered on the barrel, is it at the sidewalk or behind it. **Paul** – we don’t want lids in the sidewalk. **Melling** – new construction the meter is behind the sidewalk. What is the current spec for the pad? **Jonathan** – 30 x 30. **Robbie Mitchell** – the problem we are having, the 18” barrel is not a true 18”. On new construction there is no tolerance for us to get in. They are so tight; the toggle hits the barrel and sometimes we have to grind the notches. We spend too much time getting the meter in, and if it takes too much time the contractors have to dig it up. **Cox** – I am on the Home Builders Association, and they are in favor of this, it will save them time. **Robbie** – when we pull laterals, we will put these in. **Melling** – are the 21” barrels easy to source. **Robbie** – the picture is from Scholtzen. We have given the supply people the new parts, so they are looking to change their inventory out. I have not heard they cannot find them. **Melling** – if we had issues to source it, we could change it. **Mike Green** – 21” culvert is odd, it is hard to source, cities go to 24”, I think there will be source problems. **Melling** – will the city accept a 24”? **Jonathan** – yes, 21” is a minimum. There is text that also needs to be updated. **Cox** – does it say white unless they can’t get it and then you can use black. **Jonathan** – no. **Robbie** – it could say it is up to the discretion to the Engineering or water department. **Wilkey** – is it shall go to black at 2”,

why. **Jonathan** - I don't know the history. **Robbie** - years ago you couldn't get white in 2" so it was black. **Mayor** - say we prefer white but will accept black. **Jonathan** - there are also a few clean up items to clarify items, they are not changes. Action.

CONSIDER BIDS FOR THE WWTP EFFLUENT REUSE FILTRATION PROJECT.

JONATHAN STATHIS: **Mayor Green** read the following conflict statement into the record: *"On tonight's agenda, the City Council is considering bids for the Wastewater Treatment Plant Reuse Filtration project. Because I have legal and financial conflicts with one of the bidders, Action Contracting, I have conflicts under City, State, and Federal procurement standards that prohibit me from participating in the selection, award, or administration of the contract(s) to be awarded in this procurement. Up to this point, I have not participated in the City's process, and to continue complying with the conflict requirements, I will not participate in any way with the City's process, including not participating in any discussion or otherwise communicating with any elected officials or City staff in the selection, award, or administration of this project. I ask that the Council appoint a mayor pro tem during the discussion of this bid at this hearing and any future hearing and to sign any eventual contracts and required bid documentation.*

I have not provided any non-public information to the conflicting entity that submitted the bid or to any of its executives, staff, or employees, nor have I provided any non-public information learned by me due to my position as Cedar City Mayor that assisted them in calculating and presenting their bid. If the bid is awarded to Action Contracting, in addition to not participating in the City's administration of the project, I will not participate, assist, or otherwise communicate with Action Contracting regarding decision-making in this project. I will not be involved in any decision by either Cedar City or Action Contracting regarding this project or any related contract."

Melling - I have an item that is work related, I learned from that process is that the contractors put in bid, staff reviews qualifications before they are opened and when determined if qualified, they open the bid amount. **Jonathan** - there is a public bid opening, no one know what others have bid. Staff opens that. **Riddle** - the mayor is not involved in that until we approve it. **Jonathan** - that is correct. **Melling** - there are people that have an ax to grind. We will select a mayor pro tem, but at the end of the day, these entities, none knew what the others bid, and we go with the lowest qualified bidder. We don't elect couch potatoes, and sometimes they have conflicts. If we get a qualified bidder and get a qualified product everyone wins when we go with the lowest qualified bid. **Phillips** - it is difficult to ask questions when the mayor is setting here. **Paul** - the mayor will not answer questions, Mr. Green in the audience will answer the questions.

Councilmember Phillips moved to appoint Councilmember Riddle as Mayor Pro Tem for this item; second by Councilmember Cox; vote AYE - 4 Nay - 1 Councilmember Riddle.

Riddle indicated we have 3 bid proposals.

Jonathan Stathis, Senior Engineer - we received 3 bids, Action Contracting was the low bidder. Nelson Brothers Construction and Bodell Construction also bid. The base bid included the aqua aerobics. The alternate is called Beacon. **Phillips** - that is the same no matter who is selected. **Paul** - you should have received a letter from Beacon and from AE2S. **Phillips** - I don't know which system is better, that should be left up to the professionals. **Paul** - Jonathan, talk about the two suppliers.

Jonathan - Beacon has requested I read the letter. The letter is attached as Exhibit "B". **Wilkey** - the original letter from the engineer is there is not a 5-year proof, how many years does the other one has? **Jonathan** - they don't have any, the specification was for 5 years in the US, the ones they have is in the United Kingdom. **Phillips** - our specifications was in the bid package and Beacon does not meet that. **Jonathan** - correct, but they can provide lower pricing. **Riddle** - there is no reason to provide a spec. **Melling** - if this is their first system in the US with this spec, can we let the feds, or the private sector do it first. **Riddle** - it is \$300,000 savings now, but will it cost us \$600,000 in a few years. **Wilkey** - do the filters cost more every year. **Jonathan** - we wanted an alternate to provide competition. We also were not sure how the bids would come in, but the bids came in very good. **Riddle** - Action will use which filter system? **Jonathan** - either one. **Paul** - Action is \$4.6, Beacon minus \$200,000. **Mike Green**, Action Contracting - we are ok with either process, they have the same feature. Beacon claims their filter media is less than Aqua Aerobics. They don't have one in the US, but they have them all over the world and have 5 bids in the US. I would consider it if I was you. **Wilkey** - what is the lead time? **Green** - both companies have long lead times, they will deliver maybe 45 days before finish. Beacon is offering two trips which is double the training than Aqua. **Wilkey** - what we are buying from them, if we decide to switch, how much apparatus? **Mike** - just some spool changes. **Phillips** - the WWTP has customers in Iron County, Cedar City and Enoch, and the others have no idea what is happening with the bid, have we reached out to the other entities? **Jonathan** - I reached out to Paul Monroe of the Water Conservancy District, they signed the agreement with the Division of Water Quality. **Paul** - we signed a MOU about doing plans with participation. We can email this to Enoch City tomorrow and reinforce the commitment with the MOU. **Phillips** - they are paying a percentage and if they have concerns, they should weigh in. **Jonathan** - I emailed the information to Rob Dotson of Enoch City. **Phillips** - in this situation where one of the bidders is related to the Mayor, the Mayor is privy with the budget of the project, are we comfortable and ok with it. We talked about the \$4.5 or \$5 million for the project. **Randall** - I have to certify that. He did not have any non-public information and he certified by reading that document. Anything public is fine and it is the insider trading we must worry about. Our discussions have been very public, or we don't get good bids. **Paul** - we have been through multiple public meetings discussing the filter and we have thrown around a ballpark budget. **Jason** - we published the budget, and we authorized the staff to spend up to an amount. This dials in an exact price which is under the budget. **Wilkey** - recently we had an issue with another contract completely different and I do research with businesses we haven't done. It shows the business as a general freight company, not a construction company. **Mike Green** - we haul a lot of equipment. **Wilkey** - is it an issue? **Randall** - we will make them go under a certain area, how they license with the State. **Jonathan** - we look for the E 100 and E 200.

Sam Fankhauser, AE2S - they are in Charleston NC, I didn't work with them specifically, on paper it looks and feels very good. The concern with not doing in the US is the patten of Aqua Aerobics that they can get now. I am not opposed; technically they meet the criteria. It is the comfort level to be considered. My concern, they have been in business since 2007, we asked for five references with over 5 years, they provided five within the last 5 years, it may have been a misunderstanding. **Riddle** - we could ask them for a letter to clarify plants that are longer than 5 years of service. **Cox** - if the other contractor understood and provided what was in the bid we don't go back to the others. **Riddle** - when you have a low bid you ask for information all the time. **Cox** - that is different than a governmental entity. **Riddle** - we are not asking for the bidders to provide more information. This is a supplier. **Cox** - that is different. **Sam** - we asked for five with 5 years or longer.

Melling – the proposal between the two suppliers have offered different training, what do you think. **Eric Bonzo**, Wastewater Plant Superintendent – I hate to be a guanine pig, I have done that before and it comes back to bite me every time. Central Valley loves the Aqua Aerobics, I like when I can talk to another operator and get information. **Melling** - if we are in a problem training, you can lean on someone else. **Eric** – yes, that is huge. **Melling** - with one training session and the friends in Central Valley we may be fine. **Eric** - it will be a learning curve to do everything, but with the resources at Central Valley it is great to have. **Cox** - what if we save \$200,000 and find it is a disaster, what is the process to retrofit the filter? **Eric** – dimension size I don't know. **Mike Green** - you asked why they put the referrals on they did, they are not English speaking. I think the filters are fairly interchangeable. **Melling** - that may be the patten issue. **Cox** - the filter exchange won't cost \$1.4 million to change. **Mike** - the equipment houses the filter, so no. **Paul** - Sam, the Aqua Aerobics stops and vacuums the filters, do they fit the same vacuum? **Sam** – I am not sure if they are perfectly interchangeable. **Paul** - if the dimension are the same. **Wilkey** - we heard about the aqua aerobics; do we know a beacon that will take aqua aerobics. **Christian Simmons** – let's ask the rich republicans at the senate and house to give us money. **Melling** - in the past, you through another entity, have bid projects for the city and saved taxpayers' money. People will squawk again, and you know that, and you are still willing to bid, I appreciate that, but others won't. I am glad you were willing to bid and bid competitively. **Mike Green** - we have plenty of things to do, we didn't need to do this. It seemed that there would not be any local bidders, the large industrial wastewater treatment people were willing to bid and that brought their bid down. We spent 35 years in the industry, this is what we do, we wanted to get involved. **Sam** - our estimate for the project was \$5 million, we were assuming Vegas or Salt Lake companies would bid, this takes out the cost for per diem, it is in line for a local bidder. It is a testament to the design process. **Wilkey** - I am assuming we have not hired any of these bidders before. **Jonathan** - we have not. On the funding, I failed to include additional money we received a few months ago, \$297,900 from the Water Quality Board. **Jason** – this is just part of this issue. We have more to do than clean the water, the money will go to the next phase. **Melling** - it is the most challenging and needs to be done all at once. **Phillips** - I assume it will go on action. We are looking to award the bid for the construction, we are not making the decision on the filter. **Paul** - you will pick the filter also. **Riddle** - there are two prices in there. **Jonathan** - Utah Division of Water Quality also needs to give approval of the bid, I am not sure the timing matters. Action.

CONSIDER CHANGE ORDER #2 FOR ENGINEERING SERVICES ON THE WWTP EFFLUENT REUSE FILTRATION PROJECT. JONATHAN STATHIS:

Jonathan Stathis, Senior Engineer – this a change order from AE2S, one has been approved. Initially we hired them to look at the options, they did that. Once we chose the filter then we proposed a change order for the design. They have finished the design and the change order is for construction engineering services, design for a Humus return pump station, that pump station needed to be upgraded that is where the backwash will go. **Paul** - it is an existing piece of infrastructure and handles existing and was not designed to do more, to move this water it has to be upgraded. **Riddle** - does this include the construction management of the filtration we talked about. **Paul** - Cedar City will do the day-to-day construction management, AE2S is the consultant and the third is some design that changed during this process. The total is \$247,988.00.

Sam AE2S – all of this would be hourly. #3 specifically, the design process was awesome. At the proposal stage we gave an estimate for the first 5 tasks and final design, I thought there would be a lot more proposals on this project, but the other did not provide the detail. When we got to 60%, we got it down to a \$5 million project. I didn't feel it would be right to delay the progress to jeopardize

not getting funding and so we took a risk and kept going, the \$48,540 is already done. This project would not happen without Jonathan, Jonathan and I were exchanging emails on Saturday night or Sunday morning. There was a period when I had an unfortunate health thing come up, our staff Kelsey stepped up. You went over budget but saved about \$1 million. Action

Mayor Green took the meeting back over at this point.

CONSIDER APPROVAL OF FLOCK SAFETY LPR DEPLOYMENT CONTRACT. DARIN

ADAMS: Riddle – I don't know if this was used in the Salt Lake Valley, I talked with a police officer, but the camera system within 2 hours, they were able to catch an individual which would have shot another individual or two. They are extremely pleased.

Chief Darin Adams – there is a list of agencies in your packet. ALPRS reads the license plate, hot list, it will flash if it goes through a camera. It doesn't capture the front window or the driver. Chief Adams gave examples from a smash and grab in St. George; a double homicide in Spanish Fork and an aggravated robbery in Salt Lake where the cameras helped them catch criminals within hours of crimes being committed. There was plenty of evidence and LPR helped them locate the suspects. The value cannot be overstated. We had the Cal Ranch burglaries, had we had this it would have helped. A tragic loss last week with Gutierrez-Nava, had we had the LPR we would have known for sure of the direction, it would have been one more thing. **Wilkey** - does it take a picture of every car and store it for 30 days. **Cox** - do you have access to data for anyone? **Chief** - no, just active investigation. It gives every time cross the camera within 30 days. **Paul** - they only need active investigation; they don't need a warrant. The benefit is it is quicker, minimal to know privacy intrusion, when you drive down the road the rear of your vehicles is displayed anyway, and the occupants of the car are not shown. **Melling** - is it set up if Las Vegas is doing an investigation and want to pull the data, will it also pull our data? **Chief** - as long as we are willing to share our data, which we would want to do. It is also showing car features. **Wilkey** - what is the plan with PR. **Chief** - we will work with Flock Safety and with our PR, we are not trying to hide it. **Cox** - my concern is safety. **Chief** - we don't want any more information than we need. **Melling** - it is being used along the Wasatch Front, St. George and Washington City are doing it, we don't want to be the only populous that does not have it, so everyone comes here to commit their crimes. **Cox** - the security and big brother is not watching. **Chief** - is it the same information we are getting now, when it flashes now, we get less information, but quicker. Those distributing drugs, robbery kidnapping, etc., it helps locate them. **Melling** - will we work with Iron County and Enoch. **Chief** - I have talked with the Sheriff, he is not opposed. We want to see if we need this many cameras in this many places. We will have one by Golden Corral, Chili's, we may want one moved to Ridge Road. **Wilkey** - does it work with the Amber Alert? this could save a child's life. **Phillips** - the plan is once finalized, they will come in and get the permits, once the hardware is on the 60-day trial begins. If we don't opt out, then we will have the two-year term. **Chief** - Randall worked really well to get the contract with them. **Wilkey** - did you have a conversation about the south interchange construction? **Chief** - no, but we can. **Randall** - the way it is written, we will likely have to pay to move it. **Paul** - why not locate them outside the construction area. **Chief** - it may limit the coverage. **Cox** - what is the data connection, is it like a Skylink that is on each one? **Chief** - it is a condor within the camera that is solar powered. The timing of this is not great, we will be in the middle of the trail during the budget process. **Randall** - we negotiated the best we can, we got them to negotiate a lot of the risks, however if the cameras break, we pay for it. **Wilkey** - how high are they? **Chief** - 12 feet. **Randall** - they look like motion cameras. **Chief** - they have a gunshot protection; it detects that gunshot.

Mayor - it is expensive. **Paul** – it is for two years. **Melling** - if it is a deterrent, it is the cost of two officers. We have asked you to innovate, I appreciate what you are doing. Action.

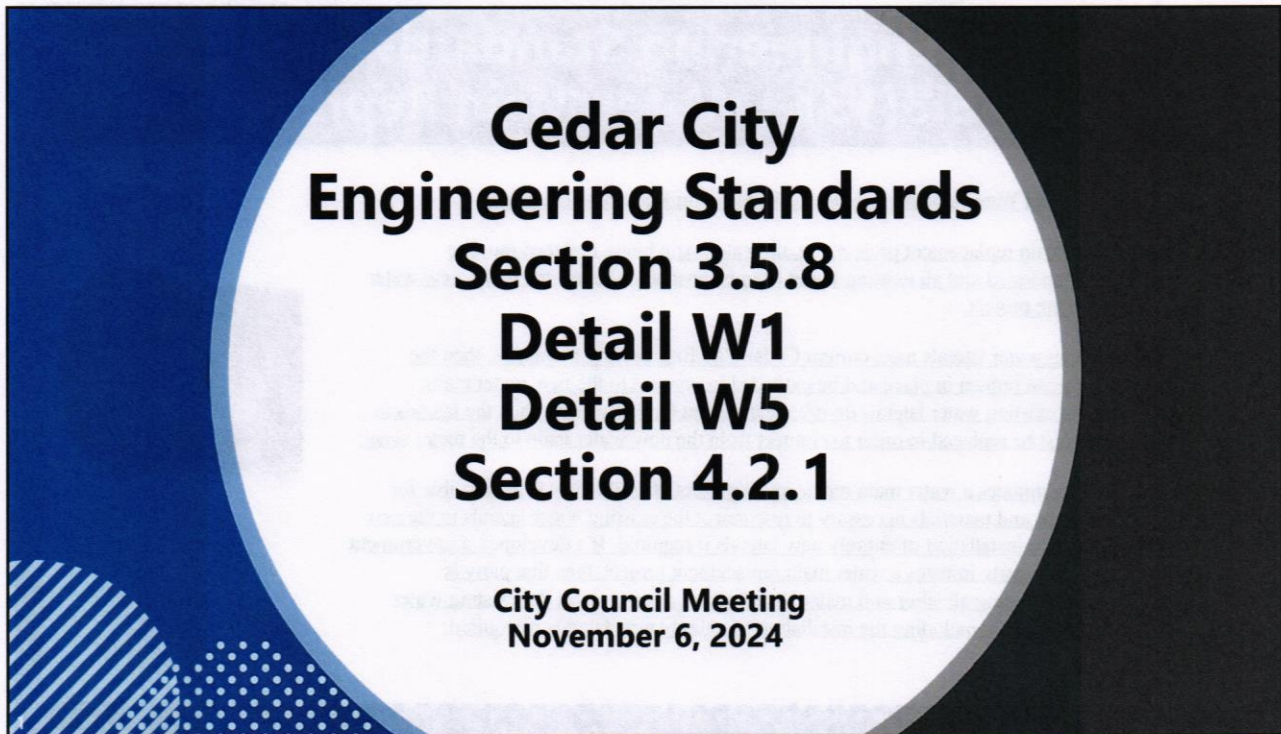
CLOSED SESSION – PROPERTY NEGOTIATIONS: Councilmember Wilkey moved to go into closed meeting at 8:04 p.m.; second by Councilmember Melling; roll call vote as follows:

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

ADJOURN: Councilmember Phillips moved to adjourn at 9:10 p.m.; second by Councilmember Melling; vote unanimous.

Renon Savage, MMC
City Recorder

EXHIBIT "A"
CITY COUNCIL – NOVEMBER 6, 2024




1

Engineering Standards

Section 3.5.8(13) – Water Main Replacements

- Water Main Replacement Project:
 - Abandon existing water main.
 - Re-connect existing laterals to the new water main.
- Existing Water Laterals:
 - If laterals meet current standards, extend to new main.
 - If laterals don't meet current standards, then replace them.
- Entity Initiating the Project:
 - If Cedar City initiates, then City is responsible for all labor and materials.
 - If any other party initiates, then they are responsible for all labor and materials.



2

Engineering Standards Section 3.5.8(13) – Water Main Replacements

(13) Re-connect Water Laterals as part of a Water Main Replacement Project:

(a) For a water main replacement project, the old water main being replaced must be permanently abandoned and all existing water laterals must be re-connected to the new water main as part of the project.

(b) If the existing water laterals meet current Cedar City Engineering Standards, then the existing laterals can remain in place and be extended to connect to the new water main. However, if the existing water laterals do not meet current City standards, then the laterals in their entirety must be replaced in order to connect from the new water main to the meter setter.

(c) If Cedar City initiates a water main replacement project, then the City is responsible for providing all labor and materials necessary to re-connect the existing water laterals to the new main, including the installation of entirely new laterals if required. If a developer, a government entity, or any other party initiates a water main replacement project, then that party is responsible for providing all labor and materials necessary to re-connect the existing water laterals to the new main, including the installation of entirely new laterals if required.

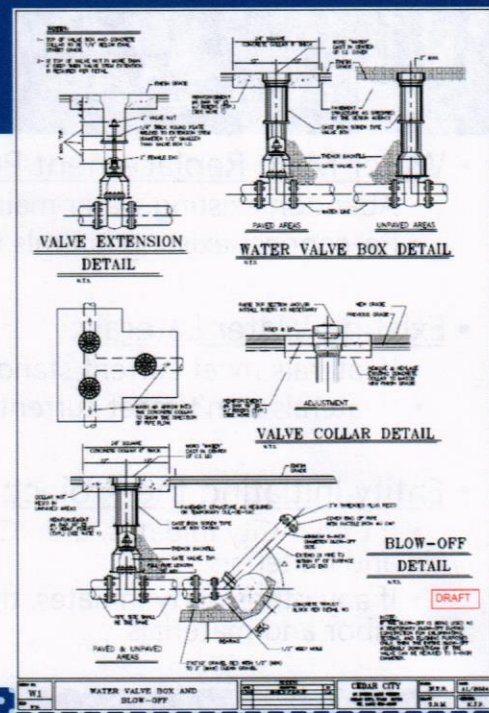


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3

Engineering Standards Detail W1

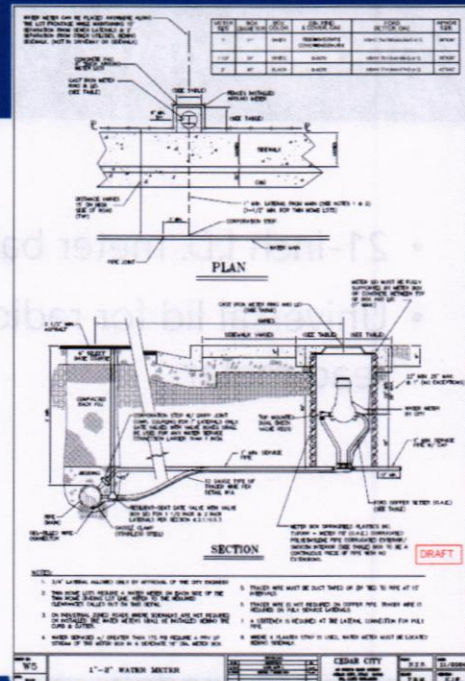
- Detail W1 – Blow-off Detail.
 - Blow-off is used when flushing chlorine from a new waterline. Fire hydrants are not allowed for flushing.
 - Current standard requires the entire blow-off assembly to be same size pipe as the main line.
 - Proposed change to allow a minimum 6-inch diameter blow-off. Large enough to clean out the pipe.
 - Standardizes the blow-off size and provides a cost savings.



4

Engineering Standards Detail W5

- Detail W5 – Water Meter Detail.
 - 18-inch diameter meter barrel is too small to set the meter and work inside the box.
 - Proposed change to require a 21-inch inside diameter (I.D.) meter box for a 1" meter. Ring and lid size increases. Concrete pad increases to 36" x 36".
 - Additional cost for materials and concrete is approx. \$100.
 - 1.5" and 2" meters will keep the same meter barrel size.
 - Note 4 changed from 80 psi to 175 psi.



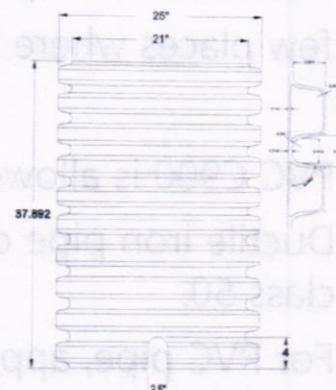
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Engineering Standards Section 4.2.1(4)(j)(5) – Meter Barrels

- Meter Barrels:
 - 1" meter barrel changed to 21-inch diameter using Springfield Plastics Tufcor+ Meter Pit (OAE).
 - 1.5" and 2" meter barrels will remain as 24-inch and 30-inch HDPE ADS N-12 pipe.

5. Meter Box and Lid: The meter boxes for 1-inch meters shall be white, high density polyethylene (HDPE) ADS N-12 Springfield Plastics Inc. TufCor+ Meter Pit or equal, 21-inch inside diameter 18" X 36" (standard size). The meter boxes for 1.5-inch meters shall be white, HDPE ADS N-12 or equal, 24-inch inside diameter. The meter boxes for 2-inch meters shall be black, HDPE ADS N-12 or equal, 30-inch inside diameter. Refer to Cedar City Detail W5 for water meter lid requirements.

TufCor+ Meter Pit



Springfield Plastics, Inc.
Auburn, IL 62615
800-252-3361 www.sppipe.com

6

Proposed Meter Barrel

- 21-inch I.D. meter barrel
- Universal lid for radio read meter



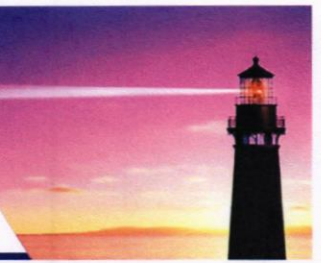
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Other clean-up items

These items were previously approved by the City Council.
A few places where these items need to be revised in the text.

- PVC C900 is allowed up to 12-inch diameter.
- Ductile iron pipe classes 51 and 52 allowed, in addition to class 50.
- For PVC pipe, approved backfill material allowed, not just sand.

8



November 6, 2024

Mayor Garth O. Green

Council Members Robert Cox, W. Tyler Melling, R. Scott Phillips, Ronald Riddle, and Carter Wilkey
Cedar City
10 N Main Street
Cedar City, UT 84720

RE: WWTP Effluent Reuse Filtration Project

Dear Mayor and Council Members:

I write to ask for your serious consideration and ultimate choice of Beacon Water Technologies (BEACON) for the supply of the Disk Filter Systems on your project. Our reasons follow:

- BEACON was requested to provide competition direct competition to "Brand A"—we did so.
- We offered competitive pricing on bid day—Brand A did not.
- BEACON submitted the additional information as required by the project specifications.
- Over 250 GDisk® filters have been operating around the world since 2007, which meets the five-year experience requirement. We stated this in multiple places in our proposal, and by inspection of our website, one can also find this information. In fact, one may view a video of a 160 MGD GDisk® facility commissioned in 2012 [here](#). We can provide many other long-term references.
- Our scope in detail meets or exceeds that from Brand A, to include more service and training support.
- GDisk® pile cloth filter technology originated from the same "mother company" in Europe as Brand A.
- BEACON's life cycle cost is likely lower, because our replacement cloths cost less than Brand A.
- BEACON offers a 5-year warranty as required by specifications.

You may know that BEACON is owned by the two principals of [Orthos Liquid Systems, Inc.](#) (the industry leader of nozzle-based filtration systems and products), and myself (a former Aqua Aerobic sales representative and longtime industry veteran). The companies' proven leadership and financial resources have accelerated BEACON's success. The same level of excellence of design, execution, and service that Orthos is known for is also delivered by BEACON. Please contact Brie Thompson (435-673-3617, brie@wcwcd.org) for a professional and personal reference of Orthos and myself, respectively.

Lastly, it is not a surprise that consulting engineers are risk adverse and recommend the base vendor—it's not their money that's being spent. I respectfully request that you honor your taxpayers, take the close to \$300,000 deduct, and choose BEACON.

Sincerely,

Stuart F. Humphries
Chief Executive Officer

COUNCIL MINUTES
NOVEMBER 13, 2024

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

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

STAFF PRESENT: City Manager Paul Bittmenn; City Attorney Randall McUne; City Recorder Renon Savage; Finance Director Jason Norris; City Engineer Kent Fugal; Police Chief Darin Adams; Public Works Director Ryan Marshall; Wastewater Plant Manager Eric Bonzo; Senior Engineer Jonathan Stathis.

OTHERS PRESENT: Tom Jett, Madison Kapp, Jay Adams, Rob O'Brien, Rob Dotson, Alyssa Rees, Rick Holman, Dan Roberts, Pastor Joe Carroll, Christian Simmons.

CALL TO ORDER: Pastor Joe Carroll of Calvary Chapel 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: ■ **Mayor** – I want to congratulate the City, especially Mr. Phillips for putting on the Birthday Party, it was a gem. Was it recorded? ■ **Phillips** – it was not recorded. we will be back next year, bigger and better. ■ **Wilkey** – the band had someone in the balcony recording it. ■ **Mayor** – my sister in Denver would love to see it if it was recorded. The pictures walking you back in time was wonderful. ■ **Phillips** – we had a great committee as well as the staff at Heritage, Mr. Bittmenn's Office and at the WWTP. It is important to remember our history. We had some wonderful Veteran's Day programs all over town, at the schools, University, Memorial Park, everywhere. We live in a remarkable community. ■ **Mayor** – there was also an unveiling of the George A. Wood Statute at the Depot, he built the Depot, Lodges at Zion, Bryce Canyon, Grand Canyon and Cedar Breaks, and the stamp is in his hands is the original. ■ **Phillips** – he used to stamp all the concrete he did. ■ **Riddle** – I have a gripe at the Heritage Center, at the left-hand side is a very poor American Flag, it is shorter than every flag in there, the Branch and Military Flag on the right are much better, we need to replace that flag. If we need to take a collection from all the Councilmembers, we will do that. ■ **Mayor** - I did not see the city flag. ■ **Cox** – the American flag should be larger and taller than every other flag. ■ **Phillips** – about the city flag, that was an artistic decision I made, there were four on each side of the stage, I did not want to imbalance so the city flag, we did have it in the lobby, but it needs a nicer pole. ■ **Paul** - we need a new US Flag with a stand and a pole for the city flag; I will pass that information on. ■ **Wilkey** – also a thank you to Councilman Phillips for switching out the fall decorations to the Christmas decorations on Main Street, and he pays for all the hay bails out of his own pocket. ■ **Cox** – we will have live nativity on November 30th, the live animals were a hit last year, it is after the lighting ceremony. ■ **Jonathan Stathis** – an update on the pilot study up the canyon, we have had to look at changing the filter configuration. We turned in Cluff Springs and we had rain and snow events which caused the filter to get loaded with solids. We need to add a third filter in front of the configuration as a pre filter, then intermediate and the final filter. They are clogging up too quickly. ■ **Paul** – we hope throughout the test we will find out how to run it and make recommendations. Will they make recommendations when to turn the water out during those events. ■ **Jonathan** – we will find that out. ■ **Melling** – if there is

precipitation event the water usage should go down, so if we need to turn it out, hopefully we would have the capacity. **Mayor** – that was not a very big water event. The last filter in the process is the expensive one. The pre filters are not expensive, one is cleanable. I have been drinking this water for 75 years and I don't know if I want the Clovis cleaned out, but they say it has to be. **Melling** – how is the torpidity? **Jonathan** – it came up during the water event. **Wilkey** - are you talking about turning it out during the test or when it is the big system? **Jonathan** - both. **Mayor** – we want to continue to use Cluff Springs, it is 600- 700 gallons a minute. **Cox** - we just want to know when to turn it in and out. **Wilkey** - we are talking on the big scale, is there a way to design the system to spin out the debris before the filter and then turn it on and off when needed. **Mayor** – sand filters are pretty effective. **Phillips** - we have a pilot program to figure these things out. **Wilkey** – I hate to turn it out so much the State wants a longer test; can we just add another filter on the trailer? **Jonathan** – that is what we are doing. **Mayor** - I want to find out what it will take to filter it and the cost to run the system.

PUBLIC COMMENTS: ■ **Christian Simmons** – I am grateful for the elections, there are a lot of Trump supporters here, they fight hard every day. I want to congratulate the President Elect for his win. I was on the other side. Good luck in the white house.

CONSENT AGENDA: (1) APPROVAL OF MINUTES DATED OCTOBER 16 & 23, 2024; (2) RATIFY BILLS DATED OCTOBER 24 & 25, AND APPROVE BILLS DATED NOVEMBER 8, 2024; (3) APPROVE A SEPTIC TANK AT 923 NORTH 4200 WEST. PLATT & PLATT; (4) APPROVE AN AMENDMENT TO THE AGREEMENT WITH IRON COUNTY FOR THE CONSTRUCTION, USE, OPERATION AND MAINTENANCE OF THE 4500 WEST WASTEWATER TRANSMISSION LINE. SAM WOODALL: **Phillips** – we have a bill for Cody Drive, we had Mr. Camp in here a few months back, will this take care of his issues? **Kent** – as we investigated his issues, we don't believe this project had anything to do with his issues with the sidewalk. The property was undisturbed showing we did not stage on his property. We don't see any city project created damage to his sidewalk. **Phillips** – a comment on a bill for the sound system for the Golf Course, it has made a vast improvement.

Councilmember Phillips moved to approve the consent agenda items 1 through 4 as written above; second by Councilmember Melling; vote unanimous.

CONSIDER A REQUEST FOR A DEFERRAL AGREEMENT FOR PUBLIC IMPROVEMENTS FOR A PROPERTY LOCATED AT 100 EAST AND 900 NORTH. JAY ADAMS/RANDALL MCUNE: **Mayor** – I want a horse trade to give the deferral and then have you put the improvements on his entire property when we put the road in. **Jay Adams** – he wants to do what is fair, when you put asphalt down and have it sit for several years it deteriorates. **Mayor** - we hope to have it go through really quick, but you are correct. If it does go through the value of the property will go up greatly. **Phillips** – the first building is on parcel 1. **Paul** – what is the red and green? (See attached Exhibit “A”) **Jay** – that is the deferral. **Wilkey** – the green is the other side of the street. **Randall** – he would be required to put in both sides. The parcel line is where the line in the middle of the map. The way he is moving the line, the red and green could go to the north of parcel 1, more like 200 feet rather than 100 feet. **Phillips** – both legal and engineering are not in favor of the deferral, I want to know the reasoning behind it.

Kent – in my mind, it is a master planned road that is a priority for an alternate route for Main Street. A deferral on this does not seem like good policy and a good precedent. If there were good engineering reasons like grades that would be different, but we don't see that.

Randall – mine is enforcement, we have procedures that work like C of O, if we give the C of O when it isn't done the tools are weaker and harder to carry out. Also, the precedent, when you grant a deferral consider how it would apply in other cases. If it is only because it is the first on one the street it would happen several times. If you think it is unique, then my concern is less.

Cox – how does it differ from a subdivision? **Randall** – it is within the exact same thing. They build up to what it is next to and what it is up to. **Cox** - it is only 5 of the 20 acres and we allow that on master planned roads. We allow them to develop to their development. **Randall** – that is what we are asking them to do, to the end for him is 950 feet. We are asking him to go to the end for parcel 1. The way we are interpreting it is the same as in any other subdivision. Is it different, consider what is different than any other subdivision because they will all ask you the same thing. **Phillips** – it would be done the minute the city begins to develop the road. **Randall** – last week I asked you to give me a trigger. **Melling** – if the city is ready and parcels 2 and 3 are undeveloped, we have no way to force someone to do it. **Paul** – we would do our portion and they would do theirs as they develop, but Jay owns on property both sides of the street, and the ordinance says if you own on both sides, you do the improvements on both sides. **Wilkey** – where are we on the road going north. We are working to get easements all the way to Knoll Street. **Mayor** – there are two other owners to get to Fairway Drive, his is 900 feet and then the old drive-in owned by Louie Tong, we would love to do that. If we get the right to go through there, we will run a double chip seal and run a trail, and they will all benefit at our expense. I would love to see them do some of theirs. That road is going to go clear through there, but if it doesn't, we are only going to 900 North and that is where we will end. **Wilkey** – what if we make the trigger be when the city has acquired all the property and the easements are fully signed and we have the rights to build the road all the way through. **Mayor** - it might be June and it may be 2033. **Phillips** - we need a trigger. **Cox** - is the city going to get the other land.

Dan Roberts - Jay is one of my clients, he has a separate parcel on the east, if he sales it to another developer, it may be townhomes. Every time I have seen something like this it is when you develop it, like going up Old Sorrel Parkway, they haven't put the roadway to the end of their parcel yet. Jay is combining the two parcels, he wants to build a building on parcel #1, he is willing to take it to the top of the red line because the frontage ends there. The frontage on the backside of parcel 3 is not fronting the road. He is willing to go up to the red line or that parcel that fronts the road. The trigger point on the east side should be when he sales the piece or when he develops it, he needs to put in the curb, gutter and sidewalk. We don't know the end result. Running the road is about \$500 a foot and 1,000 feet is a half million dollars. We don't know if the road will go through. He wants a building permit. He will put the asphalt in. I knew Homer Jones, the entrance into Cedar Motors, it was going to go right to Main Street. Whittingham bought from Jack Sawyers, they were going to build townhomes, if you built over 79 you needed egress for emergency vehicles. We were going to go further north and come in and turn in so they could have another access, that is why it was deeded to the city. I don't know what is going on with Whittingham's and Louie Tong, but it could end up on Knoll Street. They have frontage on Knoll Street, they are not gaining anything, but losing acreage. I go back a long way with the Jones'. Jay has wanted to buy Whittingham's, but they have backed off from considering it. As a commercial piece, a road going through would be different if we knew it would happen. The trigger point should be when they develop that side. He is willing to go through to the red line, but why put the curb and gutter on the other side. Why are you treating him different. **Paul** – we are not treating him different; he is asking to be treated different.

Randall – the green, red and 900 north, think of them as 3 separate things. What are you wishing to defer, the ordinance says all need to be put in. I don't know why you would defer unless you are getting something. The next argument is on the green, it is the same ownership on both sides, do we follow the ordinance and do the full street with improvements without the sidewalk. The red is even if the ownership doesn't come into play. In the motion, please let us know what you are deferring. When we drafted the public improvement avoidance ordinance, we didn't think of everything. Parcel 3 goes from 900 North to the private property, if he built on that he would have to build 500 feet, his line drawing is going from 900 to 500 feet. **Phillips** – then does he need a minor lot? **Randall** – we were discussing a lot line adjustment, I don't think he can do that, I think a full subdivision would be required to change the lines. We are only asking them to go to the line that is already allowing them to avoid some of the improvements. And let me know the reason for the deferral. **Melling** - all the parcels on 100 east are planned for high density residential, the zoning is still in place for commercial, but if high density residential was requested, they would be granted. I understand you are building show rooms/storage rooms. I think they are place holders for projects; R-3 land is more valuable than commercial. Are these place holder projects? When do you see it turning into residential, if ever? **Dan** – there have been several offers, but when they check the subsidence they shy away, you can go down 80 feet before you get to solids. You would have to over-excavate and no basements. Right now, he backs up to commercial. It is really a commercial use for what he is doing. He has all his cars in there. It was Northeast Furniture. If the road goes in, the west side could be zoned commercial and the east side could be high density residential. If he put the road in 130 feet, it makes sense until we have a trigger point. He is not against the road, but he doesn't want to improve it now. Jay buys and sells a lot of property. Even though it is the same owner, it is separate designation, the parcel is different and stands on its own, but it says the same owner. If you did a 1031 you have to acquire the same name, it doesn't make sense to me. **Wilkey** – what is the reason? **Randall** – that has been there longer than I have worked for the city. I think it is the manipulation reason, the drawing changes which LLC owns this. The Master Plan shows it was one parcel, you don't want too much piecemealing. Changing the lot line to avoid improvements. **Paul** – people developing the land don't put in the public improvements the taxpayers end up putting them in later and the citizens and residents want to know why their kids have to walk through the mud to get to school. It is also for the drainage, look at Fiddlers Canyon for the drainage, it was a problem for many years. If we are patient, we wait for the developers. **Phillips** – the time and money the street crew's clean-up costs the taxpayers also. **Cox** - you can quit claim to another owner. **Wilkey** – as of now, without a deferral, they would have to build the road on both sides. **Randall** – yes. They are already building a building that is too close to the lot line. They also want another building on the new lot 3. **Dan** – the property was given to the city from Jones' for the development, what if the corridor doesn't happen. Jay isn't against doing it, but he says it is unfair when it is not being used. **Wilkey** – as ordinance is written, would the improvements be required all the way to the drive in? **Randall** - to the line of the construction. You don't have an agreement before you, I have not drafted one because I didn't know what you wanted in it. **Wilkey** – if I moved to have the trigger when we own the land or the easement, would it be within a certain day of securing the easement. **Paul** – trigger his improvements when the right-of-way and the actual improvements go through to Knoll Street then all the improvements go through at once and you get away from the seasonality. If you do that, trade it for the sidewalk on 900 North. 900 North improvements will not go all the way to Main Street. Look at the rest of 100 East, behind Southwest Plumbing, you made the same agreement that when we put the road in they have to put their portion in also.

Councilmember Wilkey moved to draft an agreement that we defer the improvements on 100 east until the other improvements go in and that they finish the improvements on 900 North all the way to Main Street; second by Councilmember Phillips;

Discussion on the motion.

Kent – do we have all the triggers, the way parcel 3 is depicted, if parcel 3 comes in to develop, they need the road, would that not also trigger the improvements. **Melling** – any buyer would work out the easement with the seller.

Wilkey – I make an amendment if we continue the road to Knoll Street or if parcel 3 is developed or the parcel across the street; **Phillips** seconded the amendment.

Randall – right now the road is a proposed line. **Cox** – make it no further than the 81.64 **Wilkey** – I add that amendment; **Phillips** -I second that amendment.

The vote on the motion was unanimous with the stated amendments.

Melling – can staff authorize the permit and footing inspections without an agreement for the C of O. **Randall** - yes. **Dan** – the city is encroaching on Jay's property on the 18th hole at the Golf Course, he is willing to work with you on that. **Paul** – we knew it was an issue with Jones, we told them to bring something to us and they said they are willing to work with us.

CONSIDER APPROVING A CONTRACT TO PURCHASE WATER RIGHTS.

KIMBALL HOLT/PAUL BITTMENN: **Paul** – this is to purchase the 15-acre feet of water rights we said we were going to buy.

Councilmember Phillips moved to approve a contract to purchase water rights from Kimball Holt; second by Councilmember Cox; vote as follows: Aye – 4 Nay – 1 Carter Wilkey.

CONSIDER A RESOLUTION REVISING THE ENGINEERING STANDARDS FOR SECTION 3.5.8, DETAIL W1, DETAIL W5, AND SECTION 4.2.1. JONATHAN

STATHIS: **Jonathan** – a couple of minor changes discussed last week. One regarding the barrels, the large size 30" only comes in black, the smaller comes in white. If the contractor can't get the white it can be approved. Second to notify the water superintendent and the third requires the approval of the water superintendent.

Wilkey – I drove by a supply house, and they have many smaller 18" in their yard. When does it go into effect?

Cox – can we not take the color out? **Phillips** – we say we prefer. I like option 3. **Riddle** – I don't think the cost changes by the color. If we prefer white, we can say that. **Melling** - option 1 says we prefer white, but you can use black if they don't have it. **Phillips** – they all say that. **Melling** - it puts people on notice, if people abuse that we can tighten it up. **Paul** - if you say it is preferred most developers will try and get white. **Mayor** – I have more problems with the specs calling out a certain brand, just say HDPE. It is culvert, buy and cut it to the length you want. **Randall** – part is just the spec requirement if there is a way in the trade to not use a brand

name. **Mayor** - it is HDPE double layered with ripples on the outside. **Wilkey** - how does engineering feel about pulling out the brand name. **Jonathan** - that is ok. **Kent** - specifying a specific product is typical practice, it defines what we are looking for, they can bring a product from a different manufacturer that is the same and we say yes, it is. I like the idea of including the information in the spec, but in this case a simple alternative is probably ok in this case, but in general using a reference to a product is ok. **Riddle** - I deal with this all the time where someone gets a name in their head and won't differ when there is a better option, I deal with cabinets not pipe. **Phillips** - but does it say equal? **Riddle** - no. **Jonathan** - this is new, it used to say the HDPE pipe. The only problem we had was with the color. **Kent** - I was using the example in general, in this case there is a way to define it in general. **Jonathan** - one other item on detail W-1 in the text put the word including the valve, it doesn't change anything.

Councilmember Melling moved to approve a resolution revising the Engineering Standards for Section 3.5.8, Detail W1, Detail W5, and Section 4.2.1 with the change removing brand name and including the specifications and the W-1 add the word including; second by Councilmember Cox; vote as follows:

AYE: 5
NAY: 0
ABSTAINED: 0

CONSIDER BIDS FOR THE WWTP EFFLUENT REUSE FILTRATION PROJECT.
JONATHAN STATHIS: Councilman Riddle took over as Mayor Pro tem.

Jonathan - this was presented last week. The low bidder is Action Contracting LLC, do you want the low bidder and do you want it on the base bid or bid alternate. The base bid is Aqua Aerobics the alternate is Beacon. **Phillips** - we discussed that the filters may be interchangeable. Why spend another \$280,000. **Cox** - you can put either filter in the casing. **Jonathan** - the Aqua Aerobics indicated that you cannot retrofit with Beacon. **Wilkey** - I had a conversation with the one that wrote the letter and there is a difference in the top flange. The plumbing is the same, but there are minor differences at the top. **Phillips** - we do have agreements with Enoch and the County. **Rob Dotson**, Enoch City Manager, we are appreciative of your staff. We are confident that you have the wisdom without our input, it is your facility, and you have great people that know what they are doing, and we are comfortable with what you choose. **Cox** - Beacon field offices are not as close. **Riddle** - I agree with that, but they say they are in the west a lot, but they don't have a field office. **Wilkey** - he wanted to install a confidence that they would be here. Due to the pattern is why they are behind in the US. When we make a motion, there are some citizens that don't feel it passes the small test. There have been discussions on social media and concerns with the relationship. **Melling** - so we pay an extra \$400,000. **Wilkey** - the citizens are concerned, but I am concerned with saving the taxpayers money. Will we have all change orders on this project come to the council for approval. **Randall** - usually a Mayor Pro Tem can sign, this is a limitation. Anything under \$3,000 or 2% of the project do not come back to you or to the mayor. 3% and above is approved by the Mayor and City Manager, that would have to be the Mayor Pro Tem and Paul and you would be looking at those if they are within budget, anything above that would come to council. **Wilkey** - under \$3,000 stay as is and anything above 3% come to the council. **Melling** - would that hurt the timeline? **Paul** - yes, it was changed to keep a project moving. **Phillips** - we can always call a special action meeting. **Paul** - if you notice it. **Wilkey** - with the total project budget, it could be a large change order.

Paul – when we put it in policy, a few years ago the council and mayor were arguing over color of finish material, towel dispensers and hand dryers, a lot of small items that were very decisive, so we used traditional lines that the council approves the budget and staff runs the project.

Phillips - the mayor has been forth right, but a company associated with his family, there could be a perception, we need to be very careful and transparent. **Wilkey** – the mayor laid it out perfectly. **Melling** - I am just saying days matter. If it is a few thousand-dollar change order it could cost a lot to bring it to council. Could we say what is signed off on, if within budget, rather than waiting have a reporting method so we are not tying up the project and making it cost more. **Riddle** – they are responsible people; I don't think they underbid the project. **Cox** –

the reason for the lower bid was basically the per diem costs. **Phillips** - we don't want to spend an additional \$280,000 of taxpayer money. **Wilkey** – I like Mellings amendment. **Riddle** – I will make time to come in and sign the change orders. **Melling** – we had a weird issue with the Aquatic Center liner. **Paul** - we did the Mertha liner, we worked with them, they sent technicians, they replaced the liner, but it did take some time. It did cost us some, but not a lot.

Wilkey - whichever way we go the people up north would have the knowledge to help us in the situation. **Melling** – they are similar, but there is a patten conflict. **Jonathan** – they did not show any 5 years or older that they had installed. **Riddle** – they are installing one in Colorado and California now. **Jonathan** - Aqua has technicians in Arizona and Colorado. There is about 6% difference which is not a huge cost. **Wilkey** - are the filters the same? **Jonathan** - Beacon is less, it is about \$5,000 less to change out the filter, they are changed every 5-7 years. The comfort level of the track record of the installation in the US that have worked for several years. We have checked them out, that track record I feel is very important. **Cox** – they are just providing the product; the contractor installs it. I don't know why we need to have a tech on hand. **Wilkey** - Beacon said two visits, Aqua said one. Was the lead time the same? **Jonathan** – there was not a glaring difference. **Cox** – you have to have the first job to get experience. **Eric Bonzo**, WWTP Superintendent – we had a great discussion yesterday with the plant staff, engineering and AE2S. I don't think the risk is worth the reward. I have been on the other end, and it has been a nightmare both a financial and maintenance nightmare. They don't have a system in the US. If they are the same or a little different, there is a difference in the patten. **Cox** – if they provide the widget on time, what is the risk? **Eric** – we had an issue with the screw press in 2019, we chose the low bid, within 3 months the entire inside was in corrosion. It took Paul, myself and others, working on it before they finally sent out a whole new stainless steel screw press.

Councilmember Phillips moved to approve the bid from Action Construction LLC in the amount \$4,602,514 for the WWTP Effluent Reuse Filtration project; second by Councilmember Cox; vote unanimous.

Melling – I appreciate innovation and ingenuity, but when it is a taxpayer funded project and the other alternative did not meet the specifications, this was the conforming project.

CONSIDER CHANGE ORDER #2 FOR ENGINEERING SERVICES ON THE WWTP EFFLUENT REUSE FILTRATION PROJECT. JONATHAN STATHIS:

Jonathan – there were 3 parts, construction engineering services, design upgrade and design changes during the design phase. All received correspondence from Mr. Bittmenn, it would be retroactive. They provided 60%/90%, there were a lot of changes. **Cox** - we didn't request enough above that.

Paul – they say we asked them to change a lot of that, raise the building, move a pipe, asphalt, doors, concrete, footings, brought the roof down, drainage. **Cox** – did they do more work than

we contracted them to do? **Jonathan** - that is the review process. They addressed all our comments in a timely manner. **Riddle** - they agreed to a fee? **Jonathan** - yes, and then they continued to work. **Wilkey** - in the original contract, did it say if you make changes before bringing it to us. **Paul** - it says ask before you do the work. **Riddle** - most say you need to ask before the change within a certain amount of time, usually about 5 days. **Melling** - does this differ from the request from Sunrise Engineering, we have a contract with an amount and scope? **Paul** - in my mind it is the same issue, but AE2S does not agree. **Cox** - does the contract say there is a specific time? **Paul** - if additive you ask before you do the work. They did a great job. **Wilkey** - I hope it doesn't interfere with our relationship. **Melling** - if it was value engineering, throw it to them in a private sector, but it isn't.

Councilmember Melling moved to approve Changer Order #2 in part for Engineering services on the WWTP Effluent Reuse Filtration project items 1 & 2, excluding item #3; second by Councilmember Cox; vote unanimous.

Mayor Green took the meeting back at this time.

CONSIDER APPROVAL OF FLOCK SAFETY LPR DEPLOYMENT CONTRACT.

DARIN ADAMS: **Darin** - no change other than the 90-day trial which they agreed to. Once the Mayor and Renon sign and they get the hardware in place, they feel good about the March 1st date, it gives 3 months during the budget process. If it falls flat, we can opt out in June.

Phillips - we should try as we have increased problems in the city and across the country.

Adams - I suspect the value will be immense. **Wilkey** - for me it is that we are the only stop along I-15 for many miles without it. **Melling** - I appreciate what you are doing. I suspect the numbers will justify it in the budget.

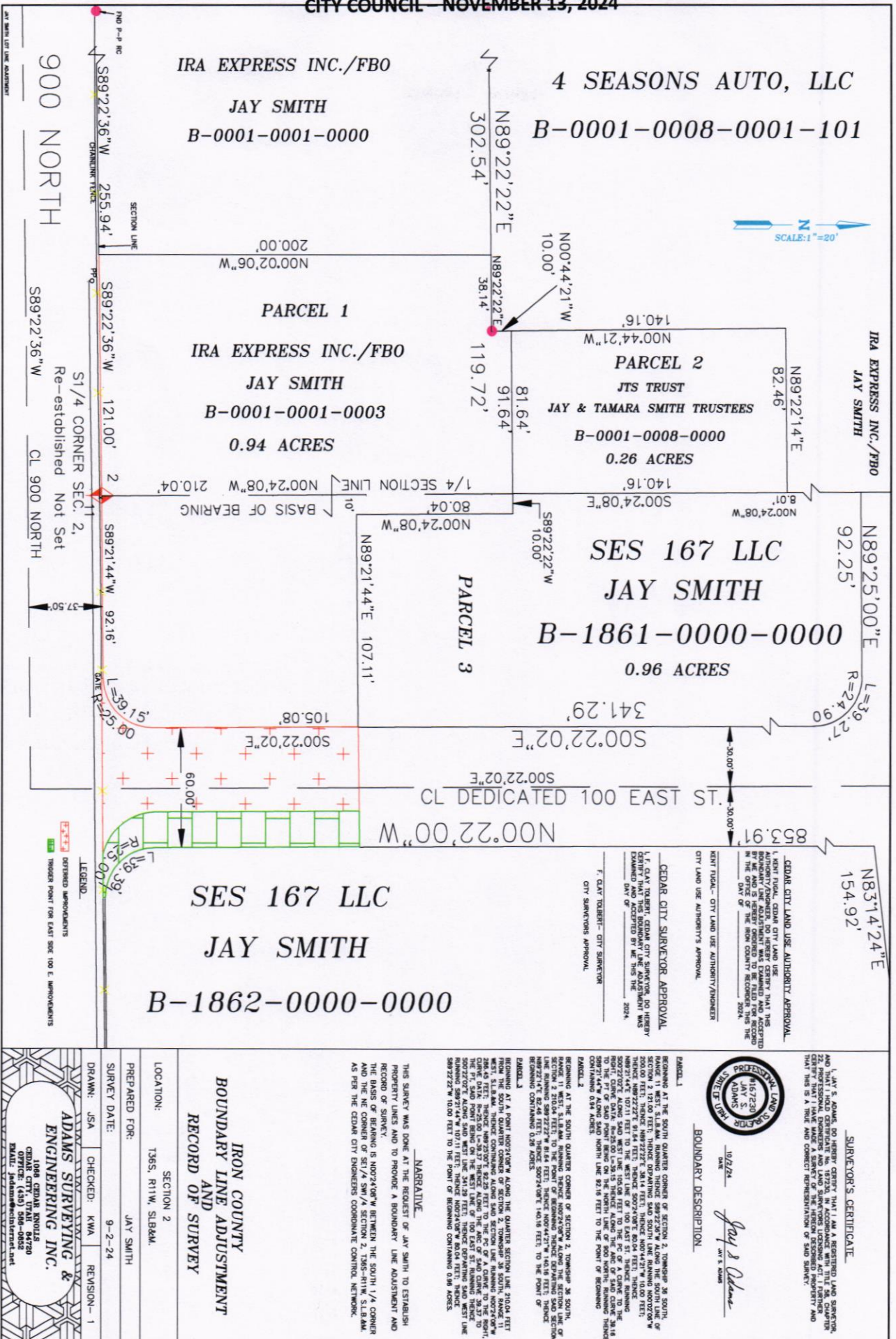
Councilmember Phillips moved to approve the Flock Safety LPR deployment contract with the 90-day trial period; second by Councilmember Wilkey; vote unanimous.

CLOSED SESSION - PENDING LITIGATION: Councilmember Phillips moved to go into closed session at 7:28 p.m.; second by Councilmember Riddle; 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 8:41 p.m.; second by Councilmember Riddle; vote unanimous.

Renon Savage, MMC
City Recorder



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
CHASE					
0000001425	452106080001 - AQ CNTR INT NOV 202	11/02/2024	31-40-824 INTEREST-AQUATIC CTR GO BOND	22,914.47	
Total CHASE:				22,914.47	
Grand Totals:				22,914.47	

Dated: _____

Mayor: _____

City Council: _____

City Recorder:

Renon Savage

City Treasurer:

Rhean Carlson

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
SOUTHERN UTAH TITLE CO					
58766	CCC - 15 A/F WTR RT #73-190 /KS CED	11/15/2024	51-40-712 CAP OUTLAY-WATER RIGHTS	241,145.00	
Total SOUTHERN UTAH TITLE CO:				241,145.00	
Grand Totals:				241,145.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder:

Renon Savage

City Treasurer:

Rhian Carlson

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
ADVANCE MEDIA NEW YORK					
2613714	38070 - ARPT ADVERTISING CAMPAIG	10/31/2024	24-40-220 ADVERTISING	5,725.00	
Total ADVANCE MEDIA NEW YORK:				5,725.00	
ADVANCED CONSTRUCTION AND DESIGN					
7	CCC - CONSTRUCTION - CODY DR IM	11/01/2024	10-79-736 CAP OUTLAY-CODY STREET IMPROVE	48,952.76	
Total ADVANCED CONSTRUCTION AND DESIGN:				48,952.76	
ALL SEASONS GROUNDS MAINTENANCE					
4789	CCC - EAST SNOW REMOVAL OCT 20	10/31/2024	56-41-263 SNOW REMOVAL	275.00	
4789	CCC - WEST SNOW REMOVAL OCT 20	10/31/2024	56-40-263 SNOW REMOVAL	450.00	
Total ALL SEASONS GROUNDS MAINTENANCE:				725.00	
ALLSTAR FIRE EQUIPMENT					
260310	CCFD - TRI-CERT BOOTS	11/13/2024	10-73-451 UNIFORM ALLOWANCE	578.00	
Total ALLSTAR FIRE EQUIPMENT:				578.00	
ALSCO - AMERICAN LINEN SUPPLY					
LSTG1147262	6051 - FLT UNIFORM SERV	10/04/2024	10-78-451 UNIFORM SERVICE	.60	
LSTG1149970	6051 - FLT UNIFORM SERV	10/25/2024	10-78-451 UNIFORM SERVICE	18.80	
LSTG1152805	6051 - FLT UNIFORM SERV	11/08/2024	10-78-451 UNIFORM SERVICE	25.03	
LSTG1152814	005510 - WWTP UNIFORM SERV Y25	11/08/2024	53-56-451 UNIFORM SERVICE	32.21	
LSTG1153919	6051 - FLT UNIFORM SERV	11/15/2024	10-78-451 UNIFORM SERVICE	24.27	
LSTG1153929	005510 - WWTP UNIFORM SERV Y25	11/15/2024	53-56-451 UNIFORM SERVICE	32.21	
Total ALSCO - AMERICAN LINEN SUPPLY:				133.12	
ARDURRA GROUP INC					
210450-27	CC ARPT - AIP 045 MASTER PLAN / O	11/06/2024	43-40-310 PROF & TECH SERVICES	23,197.60	
Total ARDURRA GROUP INC:				23,197.60	
BAKER & TAYLOR					
2038664158	415754 L102673 4-CHILDREN BOOKS	10/29/2024	10-87-483 BOOKS-CHILDREN	11.99	
2038664158	415754 L102673 4-GENERAL COLLECT	10/29/2024	10-87-481 BOOKS-GENERAL COLLECTION	318.79	
2038664158	415754 L102673 4-YOUNG ADULT BOO	10/29/2024	10-87-482 BOOKS-YOUNG ADULT	12.59	
2038670408	415754 L102673 4-YOUNG ADULT BOO	10/31/2024	10-87-482 BOOKS-YOUNG ADULT	467.86	
2038670408	415754 L102673 4-GENERAL COLLECT	10/31/2024	10-87-481 BOOKS-GENERAL COLLECTION	203.48	
2038670408	415754 L102673 4-CHILDREN BOOKS	10/31/2024	10-87-483 BOOKS-CHILDREN	15.58	
2038685372	415754 L102673 4-YOUNG ADULT BOO	11/07/2024	10-87-482 BOOKS-YOUNG ADULT	124.36	
2038685372	415754 L102673 4-GENERAL COLLECT	11/07/2024	10-87-481 BOOKS-GENERAL COLLECTION	151.47	
2038685372	415754 L102673 4-CHILDREN BOOKS	11/07/2024	10-87-483 BOOKS-CHILDREN	14.99	
Total BAKER & TAYLOR:				1,321.11	
BARNEY BROS ELECTRIC INC					
15438	CC WTR - ELECTRICAL WORK Y25	11/12/2024	51-40-262 MAINTENANCE-WELL HOUSES	1,444.91	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total BARNEY BROS ELECTRIC INC:				1,444.91	
BEEHIVE COMMERCIAL REPAIRS LLC					
1562	CC AQ - REPAIR GAS VALVE / CONCE	11/04/2024	20-40-262 BUILDING & GROUND MAINTENANCE	438.00	
1563	CC ARPT - PREVENTIVE MAINT	11/04/2024	10-42-252 EQUIPMENT MAINTENANCE	1,071.00	
1564	CC PRK - PREVENTIVE MAINT	11/05/2024	10-42-252 EQUIPMENT MAINTENANCE	720.00	
1568	CC HT - REPAIR HOT WTR PIPE FOR	11/07/2024	10-92-252 EQUIPMENT MAINTENANCE	350.00	
Total BEEHIVE COMMERCIAL REPAIRS LLC:				2,579.00	
BLACKSTONE PUBLISHING					
2177567	167928 - E MATERIALS	11/12/2024	10-87-481 BOOKS-GENERAL COLLECTION	108.83	
Total BLACKSTONE PUBLISHING:				108.83	
BLUE STAKES OF UTAH					
UT202402896	CEDARC - OCT 24 NOTIFICATIONS	10/31/2024	61-40-310 PROF & TECH SERVICES	497.86	
Total BLUE STAKES OF UTAH:				497.86	
BRADSHAW ELECTRIC LLC					
3830	CC PRKS - ELECTRICAL WRK MAINT	11/14/2024	10-83-262 BUILDING & GROUND MAINTENANCE	80.00	
Total BRADSHAW ELECTRIC LLC:				80.00	
BRADY INDUSTRIES					
9424193	173359 - PARK JANITORIAL SUPPLIES	11/05/2024	10-83-261 JANITORIAL SUPPLIES	105.30	
9424194	173359 - PARK JANITORIAL SUPPLIES	11/05/2024	10-83-261 JANITORIAL SUPPLIES	157.95	
Total BRADY INDUSTRIES:				263.25	
BRAUN CONSTRUCTION INC.					
4157	CC EVENTS - CONSTRUCT STAGE / D	11/18/2024	30-40-740 CAP OUTLAY-EQUIPMENT	10,000.00	
Total BRAUN CONSTRUCTION INC.:				10,000.00	
BUD MAHAS CONSTRUCTION INC					
AIP 039 - APP 6	CC APT - CRRSA TERMINAL AIP 039 -	10/31/2024	43-40-721 CAP OUTLAY-AIRPORT TERMINAL	24,225.00	
AIP 049 - APP 6	CC APT - BIL TERMINAL AIP 049 - APP	10/31/2024	43-40-721 CAP OUTLAY-AIRPORT TERMINAL	377,150.00	
AIP 052 - APP 6	CC APT - ARPA TERMINAL AIP 052 - AP	10/31/2024	43-40-721 CAP OUTLAY-AIRPORT TERMINAL	52,725.00	
Total BUD MAHAS CONSTRUCTION INC:				454,100.00	
CANDACE NICOLE REID					
NOV 2024	CCC - PUBLIC DEFENDER 24/25	11/30/2024	10-44-310 PROF & TECH SERVICES	4,958.33	
Total CANDACE NICOLE REID:				4,958.33	
CANYON CREEK WOMEN'S CRISIS CENTER					
17587	CCC - DONATION / DWNTWN LIGHTIN	11/13/2024	30-40-222 EVENT RECRUITMENT	1,500.00	
Total CANYON CREEK WOMEN'S CRISIS CENTER:				1,500.00	
CANYON MEDIA CORPORATION					
IN-1241093814	CC ARPT - ADVERTISING	10/31/2024	24-40-220 ADVERTISING	500.00	

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Total CANYON MEDIA CORPORATION:				500.00	
CEDAR CITY PRINCESS AND FRIENDS					
11.8.24	CC EVENTS - CHARACTERS FOR DW	11/08/2024	30-40-221 EVENT SPONSORSHIP	775.00	
Total CEDAR CITY PRINCESS AND FRIENDS:				775.00	
CENGAGE LEARNING/GALE					
85934612	170454 - LBRY BOOKS	11/06/2024	10-87-481 BOOKS-GENERAL COLLECTION	105.71	
Total CENGAGE LEARNING/GALE:				105.71	
CENTURYLINK					
NOV 2024	O-435-111-6279 457M - NOV 2024	11/07/2024	10-42-280 TELEPHONE	46.19	
NOV 2024	O-435-111-6279 457M - NOV 2024	11/07/2024	10-81-280 TELEPHONE	46.19	
NOV 2024	O-435-111-6279 457M - NOV 2024	11/07/2024	28-40-280 TELEPHONE	92.38	
NOV 2024	O-435-111-6279 457M - NOV 2024	11/07/2024	10-73-280 TELEPHONE	92.38	
NOV 2024	O-435-111-6279 457M - NOV 2024	11/07/2024	20-40-280 TELEPHONE	138.57	
NOV 2024	O-435-111-6279 457M - NOV 2024	11/07/2024	52-55-280 TELEPHONE	92.38	
NOV 2024	O-435-111-6279 457M - NOV 2024	11/07/2024	10-70-280 TELEPHONE	138.57	
NOV 2024	O-435-111-6279 457M - NOV 2024	11/07/2024	10-92-280 TELEPHONE	92.38	
NOV 2024	O-435-111-6279 457M - NOV 2024	11/07/2024	51-40-280 TELEPHONE	46.19	
NOV 2024	O-435-111-6279 457M - NOV 2024	11/07/2024	10-41-280 TELEPHONE	46.19	
NOV 2024	O-435-111-6279 457M - NOV 2024	11/07/2024	10-76-280 TELEPHONE	46.19	
NOV 2024	O-435-111-6279 457M - NOV 2024	11/07/2024	24-40-280 TELEPHONE	92.38	
NOV 2024	O-435-111-6279 457M - NOV 2024	11/07/2024	56-41-280 TELEPHONE	46.19	
Total CENTURYLINK:				1,016.18	
CHEMTECH-FORD					
24K0152	CC WTR - WATER SAMPLE TESTING	11/08/2024	51-40-255 WATER SYSTEM MAINTENANCE	25.00	
Total CHEMTECH-FORD:				25.00	
COAL CREEK IRRIGATION COMPANY					
690	CCC - CLASS A SHARES 20	10/26/2024	51-40-255 WATER SYSTEM MAINTENANCE	46.00	
690	CCC - CLASS B SHARES 805.71	10/26/2024	51-40-255 WATER SYSTEM MAINTENANCE	1,853.13	
Total COAL CREEK IRRIGATION COMPANY:				1,899.13	
COMMAND SOLUTIONS LLC					
1098	CCPD - COMPSTAT ANNUAL FEE 2024	11/01/2024	10-70-312 COMPUTER & TECH SERVICES	800.00	
Total COMMAND SOLUTIONS LLC:				800.00	
CUES INC					
970032234	84720000- SEWER CAMERA REPAIR P	10/05/2024	52-55-252 EQUIPMENT MAINTENANCE	873.75	
970033930	84720000- SWR CAMERA TRANSPORT	11/05/2024	52-55-252 EQUIPMENT MAINTENANCE	605.45	
Total CUES INC:				1,479.20	
CURTIS & SONS					
INV876035	C4202 - CCPD - VEST / T.PRICE	10/15/2024	10-70-624 BALLISTIC VESTS	1,650.00	
INV881269	C4202 - CCPD - VEST / G.PEREZ	10/30/2024	10-70-624 BALLISTIC VESTS	1,657.50	
INV881821	C4202 - CCPD - VEST / C.KERNS	10/31/2024	10-70-624 BALLISTIC VESTS	1,657.50	

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Total CURTIS & SONS:				4,965.00	
D & P PERFORMANCE					
179888	CC PRK - SNOW PLOW KIT	10/03/2024	10-83-252 EQUIPMENT MAINTENANCE	1,829.21	
Total D & P PERFORMANCE:				1,829.21	
DEMILLE TURF FARM					
4724	CC CMTRY - SOD	09/05/2024	10-83-480 SPECIAL DEPARTMENT SUPPLIES	260.00	
4766	CC CMTRY - SOD	09/13/2024	10-83-480 SPECIAL DEPARTMENT SUPPLIES	260.00	
Total DEMILLE TURF FARM:				520.00	
EAST EXTENSION IRRIGATION CO.					
DEC 2024	CCC-2024 EAST EXT ANNUAL ASSESS	12/20/2024	51-40-255 WATER SYSTEM MAINTENANCE	131.25	
Total EAST EXTENSION IRRIGATION CO.:				131.25	
EMI HEALTH					
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-13112 RECEIVABLE-INSURANCE	61.35	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-60-132 EMPLOYEE INSURANCE	342.15	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-76-132 EMPLOYEE INSURANCE	114.05	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-13112 RECEIVABLE-INSURANCE	68.75	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-44-132 EMPLOYEE INSURANCE	456.20	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-75-132 EMPLOYEE INSURANCE	503.10	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-42-132 EMPLOYEE INSURANCE	8.25	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-73-132 EMPLOYEE INSURANCE	1,147.65	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-78-132 EMPLOYEE INSURANCE	489.20	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-41-132 EMPLOYEE INSURANCE	952.50	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-70-132 EMPLOYEE INSURANCE	4,199.10	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-77-132 EMPLOYEE INSURANCE	33.00	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-83-132 EMPLOYEE INSURANCE	611.65	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-90-132 EMPLOYEE INSURANCE	147.05	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-81-132 EMPLOYEE INSURANCE	887.80	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-87-132 EMPLOYEE INSURANCE	167.75	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	24-40-132 EMPLOYEE INSURANCE	296.85	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	52-55-132 EMPLOYEE INSURANCE	524.95	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	61-40-132 EMPLOYEE INSURANCE	114.05	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-84-132 EMPLOYEE INSURANCE	114.05	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-92-132 EMPLOYEE INSURANCE	180.05	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	30-40-132 EMPLOYEE INSURANCE	114.05	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	54-40-132 EMPLOYEE INSURANCE	261.10	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	28-40-132 EMPLOYEE INSURANCE	524.95	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	53-56-132 EMPLOYEE INSURANCE	662.45	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-79-132 EMPLOYEE INSURANCE	878.25	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	10-85-132 EMPLOYEE INSURANCE	228.10	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	20-40-132 EMPLOYEE INSURANCE	207.55	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	51-40-132 EMPLOYEE INSURANCE	831.45	
COMM1340202412	1340 - DEC 24 DENTAL, VISION	11/21/2024	55-40-132 EMPLOYEE INSURANCE	251.55	
Total EMI HEALTH:				15,378.95	
FASTENAL					
UTCED129558	UTCED0056 - MISC FACILITY/SHOP S	11/13/2024	53-56-480 SPECIAL DEPARTMENT SUPPLIES	60.00	
Total FASTENAL:				60.00	

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FILTRATION TECHNOLOGY INC					
9652-3	CC WTR - CARTRIDGE FILTERS - CYN	10/28/2024	51-40-310 PROF & TECH SERVICES	290.83	
9664	CC WTR - CARTRIDGE FILTERS - CYN	11/08/2024	51-40-310 PROF & TECH SERVICES	476.71	
Total FILTRATION TECHNOLOGY INC:				767.54	
FREEDOM MAILING SERVICE					
49120	CCC - NEWLETTERS	11/08/2024	10-41-221 NEWSLETTER	134.03	
49120	CCC - BILL PROCESSING AND POSTA	11/08/2024	51-40-240 OFFICE SUPPLIES & EXPENSE	4,689.59	
Total FREEDOM MAILING SERVICE:				4,823.62	
HANSEN ALLEN & LUCE INC					
53240	CCC - CEDAR CYN MASTER PLAN #1	11/08/2024	51-40-310 PROF & TECH SERVICES	8,871.81	
Total HANSEN ALLEN & LUCE INC:				8,871.81	
HEALTH EQUITY-HSA					
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-42-132 EMPLOYEE INSURANCE	25.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-73-132 EMPLOYEE INSURANCE	271.15	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-78-132 EMPLOYEE INSURANCE	.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-84-132 EMPLOYEE INSURANCE	.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-92-132 EMPLOYEE INSURANCE	92.30	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	30-40-132 EMPLOYEE INSURANCE	50.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	54-40-132 EMPLOYEE INSURANCE	160.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-41-132 EMPLOYEE INSURANCE	150.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-70-132 EMPLOYEE INSURANCE	1,853.14	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-77-132 EMPLOYEE INSURANCE	26.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-83-132 EMPLOYEE INSURANCE	350.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-90-132 EMPLOYEE INSURANCE	40.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	28-40-132 EMPLOYEE INSURANCE	280.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	53-56-132 EMPLOYEE INSURANCE	300.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-60-132 EMPLOYEE INSURANCE	46.15	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-76-132 EMPLOYEE INSURANCE	50.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-81-132 EMPLOYEE INSURANCE	325.35	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-87-132 EMPLOYEE INSURANCE	125.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	24-40-132 EMPLOYEE INSURANCE	150.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	52-55-132 EMPLOYEE INSURANCE	100.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	61-40-132 EMPLOYEE INSURANCE	40.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-44-132 EMPLOYEE INSURANCE	200.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-75-132 EMPLOYEE INSURANCE	61.15	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-79-132 EMPLOYEE INSURANCE	240.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	10-85-132 EMPLOYEE INSURANCE	125.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	20-40-132 EMPLOYEE INSURANCE	175.00	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	51-40-132 EMPLOYEE INSURANCE	373.30	
0LOH4ZU - 11-22-2	CCC - 36976 HSA 11-22-24 CNTRB / OL	11/22/2024	55-40-132 EMPLOYEE INSURANCE	110.00	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-84-132 EMPLOYEE INSURANCE	.00	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-92-132 EMPLOYEE INSURANCE	6.30	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	30-40-132 EMPLOYEE INSURANCE	2.10	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	54-40-132 EMPLOYEE INSURANCE	6.30	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-83-132 EMPLOYEE INSURANCE	18.90	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-90-132 EMPLOYEE INSURANCE	4.20	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	28-40-132 EMPLOYEE INSURANCE	10.50	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	53-56-132 EMPLOYEE INSURANCE	14.70	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-81-132 EMPLOYEE INSURANCE	16.80	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-87-132 EMPLOYEE INSURANCE	6.30	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	24-40-132 EMPLOYEE INSURANCE	4.20	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	52-55-132 EMPLOYEE INSURANCE	8.40	

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MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	61-40-132 EMPLOYEE INSURANCE	2.10	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-85-132 EMPLOYEE INSURANCE	4.20	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	20-40-132 EMPLOYEE INSURANCE	5.78	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	51-40-132 EMPLOYEE INSURANCE	21.00	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	55-40-132 EMPLOYEE INSURANCE	4.20	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-44-132 EMPLOYEE INSURANCE	6.30	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-75-132 EMPLOYEE INSURANCE	6.30	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-60-132 EMPLOYEE INSURANCE	2.10	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-76-132 EMPLOYEE INSURANCE	2.10	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-79-132 EMPLOYEE INSURANCE	16.80	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-42-132 EMPLOYEE INSURANCE	.53	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-73-132 EMPLOYEE INSURANCE	18.90	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-78-132 EMPLOYEE INSURANCE	8.40	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-41-132 EMPLOYEE INSURANCE	16.79	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-70-132 EMPLOYEE INSURANCE	83.85	
MTHMS5W	CCC - 36976 HSA NOV 24	11/01/2024	10-77-132 EMPLOYEE INSURANCE	2.10	
Total HEALTH EQUITY-HSA:				6,018.69	
HUGHEY AND PHILLIPS LLC					
80758	CC ARP - SOLID STATE RELAY, PUSH	11/12/2024	24-40-262 BUILDING & GROUND MAINTENANCE	395.00	
Total HUGHEY AND PHILLIPS LLC:				395.00	
HYDRO RESOURCES - ROCKY MOUNTAIN INC					
900584	CCC - CONSTRUCTION MUD SPRING	11/01/2024	51-40-711 CAP OUTLAY-WELLS	70,129.13	
Total HYDRO RESOURCES - ROCKY MOUNTAIN INC:				70,129.13	
HYMAS & ASSOCIATES					
1504	CC - LOUIE TONG SITE	11/12/2024	25-40-730 CAP OUTLAY-STREET WIDENING	2,350.00	
Total HYMAS & ASSOCIATES:				2,350.00	
IDENTISYS INC					
693275	CC11111132 - CONTRACT 2025 ID PRI	11/14/2024	10-70-312 COMPUTER & TECH SERVICES	905.00	
Total IDENTISYS INC:				905.00	
IHC WORKMED					
CC3555869	1041137-DRUG TESTING Y25	11/01/2024	10-41-137 DRUG TESTING	196.00	
CC3555869	1041137-EMPLOYEE HEALTH Y25	11/01/2024	10-41-138 EMPLOYEE HEALTH	73.00	
Total IHC WORKMED:				269.00	
IMAGE PRO					
144824	CC ECON DEV - SITE INFO BOOKS	10/10/2024	10-60-240 OFFICE SUPPLIES & EXPENSE	141.00	
145063	433 - CCC - BIRTHDAY POSTERS	10/28/2024	10-53-630 COMMUNITY EVENT PROMOTIONS	121.00	
145211	433 - CCC - LETTERHEAD	11/05/2024	10-41-240 OFFICE SUPPLIES & EXPENSE	122.00	
145392	433 - ENG - BUSINESS CARDS A.RAY,J	11/11/2024	10-81-240 OFFICE SUPPLIES & EXPENSE	73.00	
Total IMAGE PRO:				457.00	
IMPERIAL WINDOW & DOOR INC.					
120849	CC AS - GARAGE DOOR REPAIR	10/28/2024	10-76-262 BUILDING & GROUND MAINTENANCE	140.00	
120892	CCC - DOOR CLOSER	11/05/2024	10-42-262 BUILDING & GROUND MAINTENANCE	372.44	
120893	CCC - CYLINDER CLOSER	11/11/2024	10-42-262 BUILDING & GROUND MAINTENANCE	2,246.23	

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Total IMPERIAL WINDOW & DOOR INC.:				2,758.67	
INTEGRITY INSPECTION SOLUTIONS INC					
21218206	CC WWTP - PRIMARY DIGESTER CON	10/08/2024	53-56-262 BUILDING & GROUND MAINTENANCE	5,250.00	
Total INTEGRITY INSPECTION SOLUTIONS INC:				5,250.00	
IRON COUNTY LANDFILL					
OCT 2024	LF-0003-LNDFL,BIOSOLIDS OCT 24	11/07/2024	10-42-270 UTILITIES	4.78	
OCT 2024	LF-0003-LNDFL,BIOSOLIDS OCT 24	11/07/2024	10-92-270 UTILITIES-HERITAGE CENTER	11.89	
OCT 2024	LF-0003-LNDFL,BIOSOLIDS OCT 24	11/07/2024	10-76-270 UTILITIES	10.00	
OCT 2024	LF-0003-LNDFL,BIOSOLIDS OCT 24	11/07/2024	10-76-270 UTILITIES	4.76	
OCT 2024	LF-0003-LNDFL,BIOSOLIDS OCT 24	11/07/2024	24-40-270 UTILITIES-AIRPORT	16.64	
OCT 2024	LF-0003-LNDFL,BIOSOLIDS OCT 24	11/07/2024	24-40-262 BUILDING & GROUND MAINTENANCE	5.06	
OCT 2024	LF-0003-LNDFL,BIOSOLIDS OCT 24	11/07/2024	10-87-270 UTILITIES-LIBRARY	9.51	
OCT 2024	LF-0003-LNDFL,BIOSOLIDS OCT 24	11/07/2024	28-40-270 UTILITIES	11.89	
OCT 2024	LF-0003-LNDFL,BIOSOLIDS OCT 24	11/07/2024	53-56-270 UTILITIES-SEWER PLANT	3,740.66	
OCT 2024	LF-0003-LNDFL,BIOSOLIDS OCT 24	11/07/2024	10-90-270 UTILITIES-CROSS HOLLOWS EVENTS	11.89	
OCT 2024	LF-0003-LNDFL,BIOSOLIDS OCT 24	11/07/2024	61-40-270 UTILITIES-PUBLIC WORKS FACILIT	4.76	
OCT 2024	LF-0003-LNDFL,BIOSOLIDS OCT 24	11/07/2024	53-56-270 UTILITIES-SEWER PLANT	225.50	
Total IRON COUNTY LANDFILL:				4,057.34	
IRON COUNTY TODAY					
20802	CCC - BIRTHDAY ADS	11/05/2024	10-53-630 COMMUNITY EVENT PROMOTIONS	450.00	
Total IRON COUNTY TODAY:				450.00	
JENKINS OIL COMPANY					
0588364	211 - FUEL	11/04/2024	10-83-251 GAS & OIL	1,392.83	
0588532	259 - FUEL / OIL	11/15/2024	53-56-251 GAS & OIL	3,349.46	
Total JENKINS OIL COMPANY:				4,742.29	
JOLLEY, KATHY					
28.	CCPD - ALTERATIONS Y25	11/07/2024	10-70-451 UNIFORM MAINTENANCE	1,089.00	
Total JOLLEY, KATHY:				1,089.00	
JONES & DEMILLE ENGINEERING					
0135818	CC ENG - ENG SVCS GREENS LAKE E	10/29/2024	54-40-850 FED GRANT-NRCS	84,123.45	
Total JONES & DEMILLE ENGINEERING:				84,123.45	
JONES PAINT & GLASS INC					
CCIO102911	C3050-CC - CCAQ PAINT	11/01/2024	20-40-262 BUILDING & GROUND MAINTENANCE	442.76	
Total JONES PAINT & GLASS INC:				442.76	
KIMBERLY MCGRORTY					
LEGAL CLAIM 9.9.2	CCWTR - DAMAGED STOP AND WAST	09/09/2024	51-40-510 INSURANCE & SURETY BONDS	750.00	
Total KIMBERLY MCGRORTY:				750.00	
LAIRD CAMPBELL					
HC241108	CC HRT - STEINWAY TUNING	11/08/2024	10-92-252 EQUIPMENT MAINTENANCE	100.00	

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Total LAIRD CAMPBELL:				100.00	
LES OLSON COMPANY					
EA1475287	08-CEDCI - COPIER SERVICE	11/07/2024	53-56-240 OFFICE SUPPLIES & EXPENSE	103.25	
Total LES OLSON COMPANY:				103.25	
LEXISNEXIS					
1030000506	810019 - ONLINE REPORTING OCT 24	10/31/2024	10-70-312 COMPUTER & TECH SERVICES	1,024.80	
Total LEXISNEXIS:				1,024.80	
MATTHEW BARTON					
LEGAL CLAIM 10.2	CCC - DAMAGED 2024 ENCLOSED TR	10/22/2024	10-79-511 LEGAL CLAIMS	2,265.45	
Total MATTHEW BARTON:				2,265.45	
MENDING MINDS					
4	CCPD - COUNSELING	10/02/2024	10-70-954 STATE GRANT-FIRST RESPONDER MH	250.00	
5	CCPD - COUNSELING	10/21/2024	10-70-954 STATE GRANT-FIRST RESPONDER MH	250.00	
6	CCPD - COUNSELING	11/19/2024	10-70-954 STATE GRANT-FIRST RESPONDER MH	250.00	
Total MENDING MINDS:				750.00	
METERWORKS INC					
10345	CC WTR - WATER METERS	10/24/2024	51-40-481 METER-NEW	3,042.38	
10361	CC WTR - WATER METERS	10/31/2024	51-40-481 METER-NEW	15,667.50	
10380	CC WTR - WATER METERS	11/07/2024	51-40-481 METER-NEW	22,078.28	
Total METERWORKS INC:				40,788.16	
MICROMARKETING LLC ATTN: AR					
967215	15980-YOUNG ADULT BOOKS	11/05/2024	10-87-482 BOOKS-YOUNG ADULT	42.89	
967369	15980-YOUNG ADULT BOOKS	11/07/2024	10-87-482 BOOKS-YOUNG ADULT	31.49	
967375	15980- LBRY BOOKS CHILDREN	11/07/2024	10-87-483 BOOKS-CHILDREN	17.99	
968086	15980-YOUNG ADULT BOOKS	11/14/2024	10-87-482 BOOKS-YOUNG ADULT	37.78	
Total MICROMARKETING LLC ATTN: AR:				130.15	
MJG INC					
8522	CCC - R/R MAIN OCT 2024	10/31/2024	10-79-265 MAINTENANCE-RAILROAD	825.00	
Total MJG INC:				825.00	
MOSDELL SANITATION INC					
OCT 2024 AQUATI	0205 - DUMP FEE AQUATICS Y25	10/31/2024	20-40-262 BUILDING & GROUND MAINTENANCE	150.00	
OCT 2024 PRK/CM	0206 - DUMP FEE PARKS/CMTRY Y25	10/31/2024	10-83-262 BUILDING & GROUND MAINTENANCE	1,175.08	
Total MOSDELL SANITATION INC:				1,325.08	
MOUNTAIN ALARM					
5086808	FPCEC11 - ARPT TERMINAL INSPECTI	08/15/2024	24-40-262 BUILDING & GROUND MAINTENANCE	975.00	
5416402	FPCEC11 - ARPT ALARM NOV/JAN 202	11/01/2024	24-40-262 BUILDING & GROUND MAINTENANCE	180.00	
Total MOUNTAIN ALARM:				1,155.00	

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MOUNTAIN WEST COMPUTERS					
84647	CC ENG - COMPUTER - PLANNER/INS	10/29/2024	10-81-312 COMPUTER & TECH SERVICES	3,179.00	
84742	CC ENG - OFFICE 365 / INSPECTOR	11/05/2027	10-81-210 SUBSCRIPTIONS & MEMBERSHIPS	150.00	
84809	CCC - BACK UP SOFTWARE	11/11/2024	10-41-312 COMPUTER & TECH SERVICES	699.60	
84809	CCC - BACK UP SOFTWARE	11/11/2024	10-73-312 COMPUTER & TECH SERVICES	445.20	
84809	CCC - BACK UP SOFTWARE	11/11/2024	10-78-312 COMPUTER & TECH SERVICES	63.60	
84809	CCC - BACK UP SOFTWARE	11/11/2024	10-84-312 COMPUTER & TECH SERVICES	31.80	
84809	CCC - BACK UP SOFTWARE	11/11/2024	10-92-312 COMPUTER & TECH SERVICES	127.20	
84809	CCC - BACK UP SOFTWARE	11/11/2024	28-40-312 COMPUTER & TECH SERVICES	159.00	
84809	CCC - BACK UP SOFTWARE	11/11/2024	53-56-312 COMPUTER & TECH SERVICES	222.60	
84809	CCC - BACK UP SOFTWARE	11/11/2024	10-44-312 COMPUTER & TECH SERVICES	127.20	
84809	CCC - BACK UP SOFTWARE	11/11/2024	10-75-312 COMPUTER & TECH SERVICES	190.80	
84809	CCC - BACK UP SOFTWARE	11/11/2024	10-79-312 COMPUTER & TECH SERVICES	95.40	
84809	CCC - BACK UP SOFTWARE	11/11/2024	10-85-312 COMPUTER & TECH SERVICES	63.60	
84809	CCC - BACK UP SOFTWARE	11/11/2024	20-40-312 COMPUTER & TECH SERVICES	127.20	
84809	CCC - BACK UP SOFTWARE	11/11/2024	30-40-312 COMPUTER & TECH SERVICES	63.60	
84809	CCC - BACK UP SOFTWARE	11/11/2024	55-40-312 COMPUTER & TECH SERVICES	31.80	
84809	CCC - BACK UP SOFTWARE	11/11/2024	10-60-312 COMPUTER & TECH SERVICES	159.00	
84809	CCC - BACK UP SOFTWARE	11/11/2024	10-76-312 COMPUTER & TECH SERVICES	63.60	
84809	CCC - BACK UP SOFTWARE	11/11/2024	10-81-312 COMPUTER & TECH SERVICES	318.00	
84809	CCC - BACK UP SOFTWARE	11/11/2024	10-87-312 COMPUTER & TECH SERVICES	254.40	
84809	CCC - BACK UP SOFTWARE	11/11/2024	22-40-312 COMPUTER & TECH SERVICES	31.80	
84809	CCC - BACK UP SOFTWARE	11/11/2024	51-40-312 COMPUTER & TECH SERVICES	159.00	
84809	CCC - BACK UP SOFTWARE	11/11/2024	61-40-312 COMPUTER & TECH SERVICES	31.80	
84809	CCC - BACK UP SOFTWARE	11/11/2024	10-70-312 COMPUTER & TECH SERVICES	1,844.76	
84809	CCC - BACK UP SOFTWARE	11/11/2024	10-77-312 COMPUTER & TECH SERVICES	95.40	
84809	CCC - BACK UP SOFTWARE	11/11/2024	10-83-312 COMPUTER & TECH SERVICES	286.20	
84809	CCC - BACK UP SOFTWARE	11/11/2024	10-90-312 COMPUTER & TECH SERVICE	63.60	
84809	CCC - BACK UP SOFTWARE	11/11/2024	24-40-312 COMPUTER & TECH SERVICES	159.00	
84809	CCC - BACK UP SOFTWARE	11/11/2024	52-55-312 COMPUTER & TECH SERVICES	63.60	
84825	CC ENG - MOBILE WORK / DOCKING	11/12/2024	10-81-312 COMPUTER & TECH SERVICES	2,248.00	
84835	CCPD - PATROL COMPUTERS	11/13/2024	10-70-312 COMPUTER & TECH SERVICES	9,975.00	
84838	CCPD - COMPUTER STAND	11/13/2024	10-70-246 COMPUTER SUPPLIES	150.00	
Total MOUNTAIN WEST COMPUTERS:				21,680.76	
MOUNTAINLAND SUPPLY LLC					
S106470003.001	9372 - EXHAUST FAN BRACKETS & M	11/01/2024	53-56-740 CAP OUTLAY-EQUIPMENT	1,484.63	
Total MOUNTAINLAND SUPPLY LLC:				1,484.63	
MUNICIPALH2O.COM					
13715	CC WWTP - EPA COMPLIANCE SERV	11/01/2024	53-56-310 PROF & TECH SERVICES	350.00	
Total MUNICIPALH2O.COM:				350.00	
NUCO2					
78300329	446694 - BULK CO2 POOL Y25	10/31/2024	20-40-254 CHEMICALS	559.19	
78321192	446694 - BULK CO2 POOL Y25	11/08/2024	20-40-254 CHEMICALS	411.31	
78338999	446694 - BULK CO2 POOL Y25	11/14/2024	20-40-254 CHEMICALS	273.61	
Total NUCO2:				1,244.11	
PC KENSINGTON LLC					
LEGAL CLAIM 8.19.	CCC - DAMAGED DOOR 353 E COBBL	08/19/2024	10-70-511 LEGAL CLAIMS	150.00	
Total PC KENSINGTON LLC:				150.00	

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PEACE BALANCE AND JOY CONSULTING					
11.9.24 MORTENS	CCPD - MENTAL HEALTH THERAPY	11/09/2024	10-70-954 STATE GRANT-FIRST RESPONDER MH	1,230.00	
Total PEACE BALANCE AND JOY CONSULTING:				1,230.00	
PENWORTHY COMPANY					
0603504-IN	00-5440020_001 - LBRY CHILDREN MA	11/07/2024	10-87-483 BOOKS-CHILDREN	216.69	
Total PENWORTHY COMPANY:				216.69	
PERFORMANCE AUDIO					
P233483	4358659223 - AUDIO/VISUAL - COUNCI	11/08/2024	10-42-740 CAP OUTLAY-EQUIPMENT	117,418.24	
Total PERFORMANCE AUDIO:				117,418.24	
PINETOP ENGINEERING					
5390	CCC - TRAFFIC LIGHT MAINT / OCT 24	10/31/2024	10-79-261 MAINTENANCE-TRAFFIC LIGHTS	550.50	
Total PINETOP ENGINEERING:				550.50	
PLAYAWAY PRODUCTS LLC					
481269	CC LBRY - BOOKS	11/12/2024	10-87-482 BOOKS-YOUNG ADULT	99.96	
482128	CC LBRY - BOOKS	11/20/2024	10-87-481 BOOKS-GENERAL COLLECTION	318.70	
Total PLAYAWAY PRODUCTS LLC:				418.66	
POLL SOUND					
357	CC ARENA - SOUND SYSTEM / IRON R	11/08/2024	10-90-790 CAP OUTLAY-RAP TAX FUNDS	20,835.37	
Total POLL SOUND:				20,835.37	
POWERDMS INC					
INV-121761	A-252627 - LAW ENFORCEMENT ACC	10/23/2024	10-70-312 COMPUTER & TECH SERVICES	550.00	
Total POWERDMS INC:				550.00	
PRECISION CONCRETE CUTTING					
UT85447UM	CC STR - SIDEWALK GRINDING	11/11/2024	10-79-264 MAINTENANCE-SIDEWALKS	47,662.66	
Total PRECISION CONCRETE CUTTING:				47,662.66	
PRECISION CONTRACTORS INC					
2265	CCC - CONST CEMETERY RENOVATI	11/08/2024	10-83-732 CAP OUTLAY-CEMETERY	146,188.58	
Total PRECISION CONTRACTORS INC:				146,188.58	
PREMIER BODY ARMOR					
1010175	CCTF - ARMOR T SHIRTS WITH INSE	11/04/2024	76-43-220 SWAT OPERATIONS	5,206.40	
Total PREMIER BODY ARMOR:				5,206.40	
PRESTON'S SHREDDING					
54041110624	CCC - FY25 SHREDDING	11/06/2024	10-41-240 OFFICE SUPPLIES & EXPENSE	80.00	
Total PRESTON'S SHREDDING:				80.00	
PROFORMA					
B804003439A	1087 - CCC - BIRTHDAY CELEBRATIO	11/05/2024	10-53-630 COMMUNITY EVENT PROMOTIONS	1,924.79	

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Total PROFORMA:				1,924.79	
PUBLIC EMPLOYEES HEALTH PROGRAM					
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-42-132 EMPLOYEE INSURANCE	155.40	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-73-132 EMPLOYEE INSURANCE	12,730.24	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-78-132 EMPLOYEE INSURANCE	5,842.98	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-84-132 EMPLOYEE INSURANCE	.00	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-92-132 EMPLOYEE INSURANCE	2,983.66	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	30-40-132 EMPLOYEE INSURANCE	1,740.46	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	54-40-132 EMPLOYEE INSURANCE	4,102.52	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-41-132 EMPLOYEE INSURANCE	11,897.30	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-70-132 EMPLOYEE INSURANCE	56,547.64	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-77-132 EMPLOYEE INSURANCE	621.60	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-83-132 EMPLOYEE INSURANCE	10,281.18	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-90-132 EMPLOYEE INSURANCE	2,362.06	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	28-40-132 EMPLOYEE INSURANCE	8,248.54	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	53-56-132 EMPLOYEE INSURANCE	10,821.94	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-60-132 EMPLOYEE INSURANCE	1,740.46	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-76-132 EMPLOYEE INSURANCE	1,740.46	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-81-132 EMPLOYEE INSURANCE	11,897.30	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-87-132 EMPLOYEE INSURANCE	1,864.80	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	24-40-132 EMPLOYEE INSURANCE	3,480.92	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	52-55-132 EMPLOYEE INSURANCE	6,508.08	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	61-40-132 EMPLOYEE INSURANCE	1,740.46	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-44-132 EMPLOYEE INSURANCE	5,221.38	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-75-132 EMPLOYEE INSURANCE	5,600.56	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-79-132 EMPLOYEE INSURANCE	10,989.78	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	10-85-132 EMPLOYEE INSURANCE	3,480.92	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	20-40-132 EMPLOYEE INSURANCE	3,493.36	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	51-40-132 EMPLOYEE INSURANCE	12,021.64	
0124117618	#774-CCC PEHP - NOV 24 MEDICAL	11/20/2024	55-40-132 EMPLOYEE INSURANCE	3,027.16	
Total PUBLIC EMPLOYEES HEALTH PROGRAM:				201,142.80	
ROBINSON FENCING					
3438	CC STRT - FENCING STADIUM WAY A	11/07/2024	54-40-732 CAP OUTLAY-LINE UPSIZING	3,316.29	
Total ROBINSON FENCING:				3,316.29	
ROCKY MOUNTAIN POWER					
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	10-42-270 UTILITIES	4,034.01	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	10-73-270 UTILITIES-FIRE	658.23	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	10-83-270 UTILITIES-PARKS & CEMETERY	1,455.58	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	20-40-270 UTILITIES-AQUATIC CENTER	9,049.16	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	51-40-270 UTILITIES-WATER	109,139.54	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	56-41-270 UTILITIES-EAST PARKING AUTH	282.80	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	10-76-270 UTILITIES	9.87	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	10-87-270 UTILITIES-LIBRARY	2,976.78	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	22-40-270 UTILITIES-CATS	551.86	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	52-55-270 UTILITIES-SEWER COLLECTION	1,345.97	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	61-40-270 UTILITIES-PUBLIC WORKS FACILIT	572.39	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	10-60-270 UTILITIES	89.28	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	10-79-271 UTILITIES-STREET LIGHTING	5,182.68	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	10-92-270 UTILITIES-HERITAGE CENTER	6,936.46	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	28-40-270 UTILITIES	4,000.84	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	55-40-270 UTILITIES-SOLID WASTE	10.86	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	10-53-635 FESTIVAL PROMOTIONS	.22	

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OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	10-79-272 UTILITIES-RAIL ROAD CROSSING	56.97	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	10-90-270 UTILITIES-CROSS HOLLOWS EVENTS	2,657.45	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	24-40-270 UTILITIES-AIRPORT	6,076.85	
OCT 2024	75494886-019 4- OCT 2024 POWER	11/04/2024	53-56-270 UTILITIES-SEWER PLANT	28,157.18	
Total ROCKY MOUNTAIN POWER:				183,244.98	
ROCKY MOUNTAIN VALVES & AUTOMATION					
003552	WTR - PRV REPAIR KIT	08/06/2024	51-40-255 WATER SYSTEM MAINTENANCE	630.42	
Total ROCKY MOUNTAIN VALVES & AUTOMATION:				630.42	
ROCKY RIDGE ROCK INC					
105433	CC ARENA - DUMP SERVICE	07/10/2024	10-90-262 BUILDING & GROUND MAINTENANCE	230.00	
107467	CC ARENA - DUMP SERVICE	08/13/2024	10-90-262 BUILDING & GROUND MAINTENANCE	277.25	
107821	CC ARENA - DUMP SERVICE	08/21/2024	10-90-262 BUILDING & GROUND MAINTENANCE	230.00	
108126	CC ARENA - DUMP SERVICE	08/28/2024	10-90-262 BUILDING & GROUND MAINTENANCE	230.00	
109821	CC ARENA - DUMP SERVICE	09/24/2024	10-90-262 BUILDING & GROUND MAINTENANCE	532.75	
110629	CC ARENA - FINANCE CHARGE	10/02/2024	10-90-262 BUILDING & GROUND MAINTENANCE	8.06	
111369	CC ARENA - DUMP SERVICE	10/18/2024	10-90-262 BUILDING & GROUND MAINTENANCE	230.00	
112490	CC STRT - NATURAL ROCK	11/06/2024	10-79-263 MAINTENANCE-STREETS	593.11	
Total ROCKY RIDGE ROCK INC:				2,331.17	
ROOTS 2 LEAVES LLC					
1865	CC CMTRY - TREE CLEAN UP FROM S	11/07/2024	10-83-482 URBAN FORESTRY PROGRAM	1,700.00	
Total ROOTS 2 LEAVES LLC:				1,700.00	
SAFETY-KLEEN SYSTEMS INC					
95731173	CE18223 - SOLVENT REPLACEMENT	11/08/2024	53-56-252 EQUIPMENT MAINTENANCE	215.13	
Total SAFETY-KLEEN SYSTEMS INC:				215.13	
SALT LAKE COMMUNITY COLLEGE					
2024.55.7	CCPD - EXPENSES AT POST	11/07/2024	10-70-233 TRAVEL & TRAINING-PATROL	712.50	
Total SALT LAKE COMMUNITY COLLEGE:				712.50	
SCHINDLER ELEVATOR CORPORATION					
9170258292	702303 - CCC ELEVATOR MAINT CO Y	10/31/2024	10-42-262 BUILDING & GROUND MAINTENANCE	110.87	
9170258292	702303 - CCC ELEVATOR MAINT HC Y	10/31/2024	10-92-262 BUILDING & GROUND MAINTENANCE	333.67	
9170258292	702303 - CCC ELEVATOR MAINT AQT	10/31/2024	20-40-262 BUILDING & GROUND MAINTENANCE	110.87	
9170258292	702303 - CCC ELEVATOR MAINT ARPT	10/31/2024	24-40-262 BUILDING & GROUND MAINTENANCE	110.87	
9170258292	702303 - CCC ELEVATOR MAINT PRK	10/31/2024	56-41-262 BUILDING & GROUND MAINTENANCE	220.67	
Total SCHINDLER ELEVATOR CORPORATION:				886.95	
SCHOLZEN PRODUCTS COMPANY					
1030899-00	100592 - MISC SUPPLIES	11/14/2024	51-40-255 WATER SYSTEM MAINTENANCE	319.00	
3049732-00	100592 - MISC SUPPLIES	11/20/2024	51-40-255 WATER SYSTEM MAINTENANCE	24.00	
6859254-01	100592 - MISC SUPPLIES	10/23/2024	51-40-255 WATER SYSTEM MAINTENANCE	206.94	
6865169-00	100592 - MISC SUPPLIES	10/23/2024	51-40-255 WATER SYSTEM MAINTENANCE	121.06	
6865627-00	100592 - MISC SUPPLIES	10/24/2024	51-40-255 WATER SYSTEM MAINTENANCE	986.88	
6865627-01	100592 - MISC SUPPLIES	10/24/2024	51-40-255 WATER SYSTEM MAINTENANCE	2,482.50	
6869218-00	100592 - MISC SUPPLIES	11/11/2024	51-40-255 WATER SYSTEM MAINTENANCE	13.56	
6869851-00	100592 - MISC SUPPLIES	11/13/2024	51-40-255 WATER SYSTEM MAINTENANCE	357.10	
6870287-00	100592 - MISC SUPPLIES FLEET	11/15/2024	10-78-930 INVENTORY	1,491.46	

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Total SCHOLZEN PRODUCTS COMPANY:				6,002.50	
SEW SWEET DESIGNS					
6642	CC WTR - SHIRTS & HOODIES	11/13/2024	51-40-451 UNIFORM SERVICE	453.00	
Total SEW SWEET DESIGNS:				453.00	
SIDDONS MARTIN EMERGENCY GROUP LLC					
321-0000025377	1252784 - E-11 COMPARTMENT	11/06/2024	10-73-252 EQUIPMENT MAINTENANCE	2,315.64	
321-0000025815	1252784 - E-31 PUMP REPAIR	11/13/2024	10-73-252 EQUIPMENT MAINTENANCE	18,371.51	
321-SIV0024678	1252784 - PRIMER PUMP	09/18/2024	10-73-252 EQUIPMENT MAINTENANCE	140.35	
Total SIDDONS MARTIN EMERGENCY GROUP LLC:				20,827.50	
SIGNATURE EQUIPMENT CORP					
9240844	CC SW - LABRIE TRASH BODY / NEW	11/12/2024	55-40-740 CAP OUTLAY-EQUIPMENT	169,700.55	
Total SIGNATURE EQUIPMENT CORP:				169,700.55	
SKAGGS PUBLIC SAFETY EQUIPMENT					
450_A_243405_2	103035 - CCPD - SHIRTS	08/15/2024	10-70-620 UNIFORM PURCHASE	442.80	
450_A_250347_3	103035 - CCPD - SHIRTS	10/23/2024	10-70-620 UNIFORM PURCHASE	276.75	
450_A_255477_1	103035 - CCPD - TIE BARS	10/18/2024	10-70-620 UNIFORM PURCHASE	134.85	
450_A_255479_1	103035 - CCPD - POLOS	10/18/2024	10-70-620 UNIFORM PURCHASE	392.85	
Total SKAGGS PUBLIC SAFETY EQUIPMENT:				1,247.25	
SOUTHWEST UTAH PUBLIC HEALTH DEPT					
403913	CC WTR - WATER SAMPLES	11/04/2024	51-40-255 WATER SYSTEM MAINTENANCE	1,100.00	
Total SOUTHWEST UTAH PUBLIC HEALTH DEPT:				1,100.00	
STAKER PARSON COMPANIES					
6499647	260116-ASPHALT/SLURRY	10/31/2024	51-40-255 WATER SYSTEM MAINTENANCE	418.00	
Total STAKER PARSON COMPANIES:				418.00	
STANTEC CONSULTING SERVICES INC					
2272302	147956 - DEWATERING EQIP EXP / RE	08/19/2024	53-56-740 CAP OUTLAY-EQUIPMENT	7,500.00	
Total STANTEC CONSULTING SERVICES INC:				7,500.00	
STATE BANK OF SOUTHERN UTAH					
NOV 2024 RENTAL	CCC-RENTAL BOND SERIES 2016 INT	11/15/2024	57-40-820 DEBT SERVICE-INTEREST	5,847.75	
Total STATE BANK OF SOUTHERN UTAH:				5,847.75	
STATE OF UTAH - DEPT OF PUB SAFETY					
24H0000175	CCEVNTS - SAFETY SHIFT 8/26/23 BW	09/22/2023	30-40-221 EVENT SPONSORSHIP	1,720.00	
Total STATE OF UTAH - DEPT OF PUB SAFETY:				1,720.00	
STATE OF UTAH FUEL NETWORK					
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	10-42-251 GAS & OIL	70.14	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	10-75-251 GAS & OIL	872.45	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	10-79-251 GAS & OIL	8,643.84	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	10-85-251 GAS & OIL	113.30	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	28-40-251 GAS & OIL	147.23	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	53-56-251 GAS & OIL	879.32	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	10-60-251 GAS & OIL	140.13	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	10-76-251 GAS & OIL	522.19	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	10-81-251 GAS & OIL	215.30	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	10-90-251 GAS & OIL	224.28	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	30-40-251 GAS & OIL	129.06	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	54-40-251 GAS & OIL	954.07	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	10-73-251 GAS & OIL	3,209.03	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	10-78-251 GAS & OIL	121.97	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	10-84-251 GAS & OIL	56.97	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	24-40-251 GAS & OIL	603.54	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	52-55-251 GAS & OIL	2,361.10	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	10-70-251 GAS & OIL	10,706.68	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	61-40-251 GAS & OIL	303.56	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	10-83-251 GAS & OIL	2,534.37	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	22-40-251 GAS & OIL	2,612.74	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	51-40-251 GAS & OIL	3,456.30	
F2504E00820	CCC - OCT 2024 VEHICLE FUEL	11/01/2024	55-40-251 GAS & OIL	6,217.42	
Total STATE OF UTAH FUEL NETWORK:				45,094.99	
SUMMIT PRINTING					
223228	CEDR3 - 500 PAYROLL CHECKS	10/31/2024	10-41-240 OFFICE SUPPLIES & EXPENSE	218.13	
Total SUMMIT PRINTING:				218.13	
SUNRISE ENGINEERING INC					
0146631	CC ENG - STORM WATER / MAGNOLIA	09/26/2024	54-40-310 PROF & TECH SERVICES	160.00	
Total SUNRISE ENGINEERING INC:				160.00	
SUNROC CORPORATION					
19006*6	CEDCI - HUNTER GLENN OUTFALL RE	11/04/2024	52-55-730 CAP OUTLAY-IMPROVEMENTS	55,329.35	
41371342	CEDCI - ASPHALT, SLURRY	11/07/2024	51-40-255 WATER SYSTEM MAINTENANCE	217.44	
Total SUNROC CORPORATION:				55,546.79	
SWIM OUTLET.COM					
SO17478758	2351778 - GOGGLES	10/31/2024	20-40-481 MERCHANDISE	2,786.40	
Total SWIM OUTLET.COM:				2,786.40	
SYMBOL ARTS					
0509054	00-CED005 - BADGES / VIPS	11/06/2024	10-70-622 PATCHES & BADGES	370.00	
0509280	00-CED005 - BADGES	11/07/2024	10-70-622 PATCHES & BADGES	2,056.50	
Total SYMBOL ARTS:				2,426.50	
TACTEC					
17563	CC ARPT - VHF RADIO FREQUENCY A	10/11/2024	24-40-310 PROF & TECH SERVICES	600.00	
Total TACTEC:				600.00	
THATCHER COMPANY					
2024100117408	0309700 - CHLORINE Y25	11/09/2024	53-56-254 CHEMICALS	11,360.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total THATCHER COMPANY:				11,360.00	
THE LIBRARY CORPORATION					
INV11002700	240103 - SIP2 COMMUNICATIONS PR	11/04/2024	10-87-312 COMPUTER & TECH SERVICES	962.85	
Total THE LIBRARY CORPORATION:				962.85	
THE LINCOLN NATIONAL LIFE INSURANCE CO					
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-42-132 EMPLOYEE INSURANCE	8.27	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-41-132 EMPLOYEE INSURANCE	358.28	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-60-132 EMPLOYEE INSURANCE	113.59	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-44-132 EMPLOYEE INSURANCE	141.51	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-75-132 EMPLOYEE INSURANCE	172.39	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-73-132 EMPLOYEE INSURANCE	125.74	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-78-132 EMPLOYEE INSURANCE	173.19	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-84-132 EMPLOYEE INSURANCE	28.57	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-92-132 EMPLOYEE INSURANCE	88.35	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	30-40-132 EMPLOYEE INSURANCE	36.08	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	54-40-132 EMPLOYEE INSURANCE	93.78	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-70-132 EMPLOYEE INSURANCE	1,796.86	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-77-132 EMPLOYEE INSURANCE	83.20	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-83-132 EMPLOYEE INSURANCE	291.82	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-90-132 EMPLOYEE INSURANCE	64.72	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	28-40-132 EMPLOYEE INSURANCE	173.49	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	53-56-132 EMPLOYEE INSURANCE	332.14	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-76-132 EMPLOYEE INSURANCE	27.33	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-81-132 EMPLOYEE INSURANCE	389.02	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-87-132 EMPLOYEE INSURANCE	143.90	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	24-40-132 EMPLOYEE INSURANCE	90.62	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	52-55-132 EMPLOYEE INSURANCE	159.30	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	61-40-132 EMPLOYEE INSURANCE	26.82	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-79-132 EMPLOYEE INSURANCE	347.97	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	10-85-132 EMPLOYEE INSURANCE	69.75	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	20-40-132 EMPLOYEE INSURANCE	84.38	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	51-40-132 EMPLOYEE INSURANCE	420.38	
4768289241 - DEC	1777486 - LIFE, LTD INSURANCE	11/08/2024	55-40-132 EMPLOYEE INSURANCE	114.07	
Total THE LINCOLN NATIONAL LIFE INSURANCE CO:				5,955.52	
THE PIZZA FACTORY					
1234	CCC - FACADE GRANT	11/04/2024	57-40-633 INCENTIVE-TENANT IMPROVEMENTS	7,500.00	
Total THE PIZZA FACTORY:				7,500.00	
TOWNSQUARE MEDIA INC					
4460678-6	CC EVENTS - HALF MARATHON ADS	08/31/2024	30-40-220 ADVERTISING	1,350.00	
4460678-7	CC EVENTS - HALF MARATHON ADS	09/30/2024	30-40-220 ADVERTISING	225.00	
4739212-4	CC EVENTS - HALF MARATHON ADS	08/31/2024	30-40-220 ADVERTISING	2,500.00	
Total TOWNSQUARE MEDIA INC:				4,075.00	
UNIFIRST CORPORATION					
2310039844	1895630 - PRK UNIFORM SERVICE	11/07/2024	10-83-451 UNIFORM SERVICE	89.74	
2310040395	1895630 - PRK UNIFORM SERVICE	11/14/2024	10-83-451 UNIFORM SERVICE	88.61	
Total UNIFIRST CORPORATION:				178.35	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
UPPER CASE PRINTING INK					
2432	CCC - NEWSLETTER PRINTING	11/06/2024	10-41-221 NEWSLETTER	640.56	
Total UPPER CASE PRINTING INK:				640.56	
UTAH BARRICADE COMPANY INC					
40884	CE8140 - PARKING LOT SIGNS	11/01/2024	24-40-262 BUILDING & GROUND MAINTENANCE	46.90	
Total UTAH BARRICADE COMPANY INC:				46.90	
UTAH STATE LIBRARY					
3510-2501	CC LBRY - CAT USAGE NOV 23 / OCT	11/04/2024	10-87-312 COMPUTER & TECH SERVICES	1,460.00	
Total UTAH STATE LIBRARY:				1,460.00	
VERIZON WIRELESS					
9978900439	571244071-00001 NOV 2024 CELLS	11/16/2024	10-73-280 TELEPHONE	345.22	
9978900439	571244071-00001 NOV 2024 CELLS	11/16/2024	10-81-280 TELEPHONE	(6.49)	
9978900439	571244071-00001 NOV 2024 CELLS	11/16/2024	30-40-280 TELEPHONE	42.90	
9978900439	571244071-00001 NOV 2024 CELLS	11/16/2024	10-60-280 TELEPHONE	42.90	
9978900439	571244071-00001 NOV 2024 CELLS	11/16/2024	10-77-280 TELEPHONE	49.30	
9978900439	571244071-00001 NOV 2024 CELLS	11/16/2024	24-40-280 TELEPHONE	132.21	
9978900439	571244071-00001 NOV 2024 CELLS	11/16/2024	52-55-280 TELEPHONE	42.90	
9978900439	571244071-00001 NOV 2024 CELLS	11/16/2024	10-44-280 TELEPHONE	(135.65)	
9978900439	571244071-00001 NOV 2024 CELLS	11/16/2024	10-75-280 TELEPHONE	325.86	
9978900439	571244071-00001 NOV 2024 CELLS	11/16/2024	10-83-280 TELEPHONE	69.81	
9978900439	571244071-00001 NOV 2024 CELLS	11/16/2024	51-40-280 TELEPHONE	206.10	
9978900439	571244071-00001 NOV 2024 CELLS	11/16/2024	10-70-312 COMPUTER & TECH SERVICES	3,101.75	
9978900439	571244071-00001 NOV 2024 CELLS	11/16/2024	10-79-280 TELEPHONE	135.10	
9978900439	571244071-00001 NOV 2024 CELLS	11/16/2024	28-40-280 TELEPHONE	40.01	
Total VERIZON WIRELESS:				4,391.92	
VIKING-CIVES MIDWEST INC					
109952	CC STR - PLOW PACKAGE FOR NEW	10/31/2024	10-79-741 CAP OUTLAY-VEHICLES	118,423.00	
Total VIKING-CIVES MIDWEST INC:				118,423.00	
VISA					
10.11.24 BROOKSE	3701 CCVISA - CCC - HALF MARATHO	10/11/2024	30-40-223 RUNNERS SERIES	3,468.30	
9.30.24 STEAMROL	3701 CCVISA - CC EVENTS - SLOW R	09/30/2024	30-40-221 EVENT SPONSORSHIP	224.00	
Total VISA:				3,692.30	
WAXIE SANITARY SUPPLY					
82837774	129252 - JANITORIAL SUPL PARKS	11/04/2024	10-83-261 JANITORIAL SUPPLIES	346.80	
82837934	129252 - JANITORIAL SUPPLIES ANIM	11/04/2024	10-76-261 JANITORIAL SUPPLIES	301.64	
82852841	129252 - JANITORIAL SUPPLIES AQ	11/11/2024	20-40-261 JANITORIAL SUPPLIES	545.51	
Total WAXIE SANITARY SUPPLY:				1,193.95	
WCF MUTUAL INSURANCE COMPANY					
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-60-134 WORKERS COMPENSATION	191.99	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-76-134 WORKERS COMPENSATION	54.85	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-81-134 WORKERS COMPENSATION	918.82	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-87-134 WORKERS COMPENSATION	123.42	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	22-40-134 WORKERS COMPENSATION	.00	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	51-40-134 WORKERS COMPENSATION	1,028.53	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	55-40-134 WORKERS COMPENSATION	411.41	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-44-134 WORKERS COMPENSATION	274.27	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-75-134 WORKERS COMPENSATION	315.41	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-79-134 WORKERS COMPENSATION	795.39	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-85-134 WORKERS COMPENSATION	96.00	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	20-40-134 WORKERS COMPENSATION	164.56	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	30-40-134 WORKERS COMPENSATION	68.57	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	54-40-134 WORKERS COMPENSATION	356.56	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-42-134 WORKERS COMPENSATION	13.71	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-73-134 WORKERS COMPENSATION	1,796.49	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-78-134 WORKERS COMPENSATION	356.56	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-84-134 WORKERS COMPENSATION	54.85	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-92-134 WORKERS COMPENSATION	178.28	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	28-40-134 WORKERS COMPENSATION	356.56	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	53-56-134 WORKERS COMPENSATION	658.26	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-41-134 WORKERS COMPENSATION	438.85	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-70-134 WORKERS COMPENSATION	3,620.41	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-77-134 WORKERS COMPENSATION	137.14	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-83-134 WORKERS COMPENSATION	562.26	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	10-90-134 WORKERS COMPENSATION	137.14	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	24-40-134 WORKERS COMPENSATION	164.56	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	52-55-134 WORKERS COMPENSATION	383.98	
DEC 2024	208414 - WRK COMP DEC 2024	12/01/2024	61-40-134 WORKERS COMPENSATION	54.85	

Total WCF MUTUAL INSURANCE COMPANY:

13,713.68

WYETT IHLER

9.20.24

CC EVENTS - FIRE BARRELS

09/20/2024 30-40-221 EVENT SPONSORSHIP

550.00

Total WYETT IHLER:

550.00

Grand Totals:

2,089,931.61

Dated: _____

Mayor: _____

City Council: _____

City Recorder: Renon SavageCity Treasurer: Rhuan Carlson

CEDAR CITY REGIONAL AIRPORT CEDAR CITY, UTAH



RULES AND REGULATIONS **AND** **MINIMUM STANDARDS**

Amended and Passed
by the City Council
November 29, 2023

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INTRODUCTION

Cedar City Regional Airport (CCRA) is a commercial service aviation facility serving the air transportation needs of the citizens of Cedar City and Iron County, Utah.

The Airport is a public use facility served by scheduled air carriers for passenger carriage and cargo, air charter and air taxi operators, flight schools, ~~crop-dusters~~~~fire aircraft~~ and medical transport operators, and is utilized by aircraft owners, operators, pilots and passengers for their air transportation needs, businesses and recreational flying activities.

The Airport, aside from offering to the community aviation-related, as well as economic services and benefits, is a symbol of pride for ~~the City of~~ Cedar City and its citizens. It is representative of the City's desire and commitment to move forward and to progress.

~~The government of the City of~~ Cedar City's ~~government~~, representing the people of Cedar City, ~~Utah~~ supports the Airport and its activities and intends to do that which is necessary and consistent with all applicable law to ensure its viability in order that it may continue to safely, efficiently, and adequately serve, to the best of its ability, the needs of all who use the Airport and rely on its services.

These Rules and Regulations ~~and Minimum Standards~~ are developed utilizing FAA Advisory Circular 150/5190-7 guidance. Moreover, to the extent that the Airport or City has undertaken Federal Grant Obligations and has made certain Federal Grant Assurances, it is the policy of the Airport and City to abide by all such Obligations and Assurances. In the event of a conflict between these Rules and Regulations and the terms of any Federal Grant Obligations and/or Federal Grant Assurances, the terms of the Federal Grant Obligations and/or Federal Grant Assurances shall supersede and control.

CHAPTER I

GENERAL PROVISIONS

Section 1 Purpose

These Airport rules and regulations ~~and minimum standards, hereafter referred to as "regulations and standards"~~ are designed to establish the necessary regulations and standards and the airport's duly adopted minimum standards for the management, government and use of the Airport and to ensure the continued viability and safety of the Airport for its users and for the citizens of Cedar City. These regulations and the airport's duly adopted minimum standards are intended to be reasonable, attainable, uniformly applied, non-arbitrary and non-discriminatory. These regulations and the airport's duly adopted minimum standards apply equally to everyone using the Airport and shall be observed, abided by and obeyed.

These regulations and the airport's duly adopted minimum standards do not pertain to scheduled Air Carrier Operations under Federal Aviation Regulation Part 121, U.S. Government Agencies or to Military.

Section 2 Definitions

The following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

- A. *Aeronautical Activity* - Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within the definition, commonly conducted on airports include, but are not limited to the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.
- B. *Aircraft* - Aircraft shall have that meaning specified in Title 49 United States Code and in Federal Aviation Regulation Section 1.1 and includes a device that is used or intended to be used for flight in the air, including but not limited to, airplanes, rotorcraft and helicopters, gliders, ultralights and lighter than air vehicles.
- C. *Airport Layout Plan* - The currently approved, scaled dimensional layout of the entire Airport property, indicating current proposed usage for each identifiable segment as approved by the Federal Aviation Administration

and the Cedar City Regional Airport.

- D. *Board* - Airport Board appointed by the City who has the authority and responsibility to make recommendations to the City Council on all matters of airport development and establishing of policy for the use and operation of the airport.
- E. *Cedar City Regional Airport* - Referred to as the "Airport", means the property allocated for the operation of the Cedar City Regional Airport in the City of Cedar City, State of Utah, as depicted on the current Airport Layout Plan.
- F. *City of Cedar City* - Referred to as the "City", means the Cedar City Corp., the fee simple owner of the property that comprises the Cedar City Regional Airport. City includes the designated staff or representatives thereof.
- G. *Commercial Aeronautical Activity* - Any aeronautical activity which involves, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is accomplished. Activities include operations such as charter, hauling cargo, aircraft sales, flights schools or aircraft rental, etc.
- H. *CTAF* - The Common Traffic Advisory Frequency that aircraft use to announce intentions and communicate with other aircraft in the airport traffic pattern or while on an airport movement area.
- I. *Entity* - A person, persons, firm, partnership, Limited Liability Company, unincorporated proprietorship, association, group or corporation.
- J. *Fixed Base Operator (FBO)* - A commercial business granted the right by the City to operate on or at the Airport and provide aeronautical services such as (by way of example and not limitation) fueling, hangar parking, tie-down and parking, aircraft rental, aircraft maintenance and flight instruction.
- K. *Fuel Staging* - Area designated by the Airport Manager for staging fuel service vehicles and equipment necessary for direct aircraft refueling.
- L. *Fuel Storage* - Fuel storage tanks used for the method of storing or containing fuel to be used in an airport fueling operation.
- M. *GPU* - A Ground Power Unit that provides electrical power to an aircraft when the aircraft is shut down but needs to operate auxiliary onboard equipment.

- N. *Manager* - Means the Cedar City Regional Airport Manager of the Cedar City Regional Airport who is ~~the designated person~~ appointed by the City.
- O. *Minimum Standards* - Qualifications ~~established~~ recommended by the Cedar City Regional Airport Board and adopted by the City Council as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport and or for a land or facility lease.
- P. *Movement Area* - The runways, taxiways and other areas of an airport that are used for taxiing, takeoff and landing of aircraft, exclusive of loading ramps and aircraft parking areas.
- Q. *Non-Aeronautical Activity* - Any activity conducted on Airport property that does not involve the operation of an aircraft or that contributes to or is required for the safe operation of aircraft.
- R. *Non-Commercial Aeronautical Activity* - Any aeronautical activity which does not involve, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is(are) accomplished.
- S. *Non-Commercial Flying Club* - Any combination in which three (3) or more persons are associated (directly or indirectly) as individuals or as any association or legal entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue Service.
- T. *Non-Movement Area* - Includes the taxiway, helipad and parking aprons.
- U. *Operator* - Means use, cause to use or authorize to use aircraft, for the purpose of air navigation including the piloting of aircraft, with or without the right of legal control (as owner, lessee, or otherwise.)
- V. *Operate Aircraft and Operation of Aircraft* - Means using aircraft for the purposes of air navigation, including the navigation of aircraft and causing or authorizing the operation of aircraft with or without the right of legal control of the aircraft.
- W. *Regulations and Standards and the airport's duly adopted minimum standards* - The rules, regulations ~~and standards and the airport's duly adopted minimum standards~~ as may be promulgated and adopted from time to time by the City or Board to protect the public health, safety, interest and welfare of the Cedar City Regional Airport.

- X. *Specialized Aviation Service Operator (SASO)* - A commercial aeronautical activity that provides one or more commercial services as outlined in Chapter IV.
- Y. *UNICOM* - Refers to the Universal Communications frequency that aircraft use to communicate with service personnel for fuel and parking information.
- Z. *Federal Grant Obligations* – Any and all obligations of the City arising out of or in connection with a Federal grant program, airport development assistance or Federal Aid, including but not limited to obligations arising under the Surplus Property Act of 1944 (49 U.S.C. Secs. 47151-47153), the Federal Air to Airports Program, the Airport Development Aid Program and the Airport Improvement Program.
- AA. *Federal Grant Assurances* – A provision within a Federal Grant Agreement to which the City, as recipient of Federal airport assistance, has agreed to comply in consideration of the assistance provided. Grant assurances are required by Federal Statute (49 U.S.C. Sec. 47101.)
- BB. *Exclusive Right* – The power, privilege or other right excluding or debarring another firm from enjoying or exercising a like power, privilege or right. An exclusive right can be conferred either by express agreement, or by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.
- CC. FAA – The Federal Aviation Administration.
- DD. Secured Area – An area designated on the commercial terminal apron where commercial aircraft operations occur.
- EE. Sterile Area – An area designated within the commercial terminal building where screened passengers are held before or after boarding or deplaning a commercial aircraft.

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CHAPTER II

RULES AND REGULATIONS

PART I: GENERAL

Introduction

All aeronautical activities at the Airport, all operation and flying of aircraft at the Airport, and all business and other activities at the Airport, shall be conducted in accordance with these regulations and standards and the airport's duly adopted minimum standards, and all pertinent rules, regulations, orders and rulings of the FAA and the

Utah Department of Transportation Division of Aeronautics (DOA), as appropriate, which are made a part of these regulations ~~and standards~~ and the airport's duly adopted minimum standards by this reference. In the event of any conflict between these regulations ~~and standards~~ and the airport's duly adopted minimum standards and any law, rule, regulation or order of any governmental agency cited in this section exercising the same or similar jurisdiction, the latter shall prevail.

Section 1 Airport Manager

The Airport Manager is authorized to take all reasonable actions necessary to protect and safeguard the public while present at the Airport and to oversee all Airport operations consistent with these regulations ~~and standards~~ and the airport's duly adopted minimum standards, those of the FAA and the laws of the State of Utah. The Airport Manager shall administer these rules, regulations, ~~and standards~~ and the airport's duly adopted minimum standards in a reasonable, impartial and uniform manner so as not to allow discriminatory application thereof.

- a. The Airport Manager will control the Airport's primary UNICOM and CTAF frequencies in strict accordance with applicable FCC regulations.
- b. Complaints pertaining to any activity or service at the Airport, if not accommodated satisfactorily by the Airport Manager, may be registered by writing to the Chairman of the Cedar City Airport Board. The address of the Chairman of the Airport Board shall be available through the offices of the Cedar City Corp or the Airport Manager.

Section 2 Public Use

The Airport shall be open for public use at all hours, subject to regulations or restrictions due to weather, the conditions of the Airport operational area, and special events and like causes, as may be determined by the City. The Airport is provided by the City for the use, benefit, and enjoyment of all. Reasonable and nondiscriminatory user fees and charges may be established to support the maintenance and improvements of the Airport.

Section 3 Common Use Areas

Common use areas include all runways for landing and take-off, taxiways, airport lighting, all apparatus or equipment for disseminating weather and wind information, for radio or other electrical communication, and any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and take-off of aircraft. All parallel and connector taxiways shall be common use areas. All taxi-lanes shall be kept clear and available for aircraft traffic. All airplane aprons shall be considered common use areas available for use. All aircraft must be parked in marked/approved parking locations. No vehicles, trailers or equipment will be parked in any common use areas. Usage of the T-hangar taxi-lanes

at 2246 and 2252 West Kitty Hawk Drive are for the tenants of the T-hangars. Usage of the taxi-lanes for the facilities located at 1215 and 1305 North Airport Road are for the tenants of these two facilities. Except in emergency situations, no FBO or other Operator or person shall use any common use area for nonstandard purposes without the prior consent or authorization of the City and/or Airport Manager. Common use designations may be changed from time to time by the Airport Manager.

Section 4 Ground Vehicular Traffic and Parking

Normal traffic laws of the State of Utah shall apply to the streets, roads and vehicular parking areas at the Airport, unless otherwise provided by law. Except for fire-fighting equipment, ambulance and emergency vehicles, or official airport vehicles, or other vehicles approved by Airport Manager, no person shall take or drive any vehicle on the Airport, other than on established streets, roads and vehicular parking facilities, unless permission has first been obtained from the City and/or Airport Manager and the individual has been issued airport access credentials. Pilots and their passengers may load and unload their aircraft but may only operate a vehicle on the parking aprons. Vehicles shall not be parked and left unattended on the Airport aircraft movement/parking areas and shall be stored inside aircraft hangars or vehicle parking areas. The speed limit for vehicles operated in the Airport Operations Area (AOA) is fifteen (15) mph, excluding airport operations and emergency vehicles. Operators of unauthorized vehicles shall be subject to arrest and vehicles towed, if necessary, at owner's expense. Vehicles may be used to tow gliders from their hangar/parking area to the glider operations area and as necessary for flight operations provided, they have radios that can transmit and receive on the Common Traffic Advisory Frequency (CTAF) and have prior permission from the Airport Manager.

AOA access credential holders are allowed to escort persons onto the airfield. Escorted persons must always remain within sight and earshot of an AOA access credential holder and must not be left on the airfield unescorted for any duration of time.

Hangar owners or authorized credential users are always responsible to be on site to escort any persons they allow onto the airfield. This includes, but is not limited to, customers, plumbing contractors, pest control, photographers, fire system maintenance, electrical contractors, or any other service that needs to be done in a private hangar. Airport Operations will not allow entrance or escort any services for private hangars.

Vehicles out of registration or in a non- street legal operating condition are not permitted on airport property unless stored in a hangar or with the Airport Manager's approval. Violators will have their vehicle towed at the owner's expense.

Vehicles, trailers, and/or personal property abandoned on Airport property for longer than 30 days will be disposed of or removed from the Airport at the owner's expense.

Section 5 Ground Vehicle Access

The airside of the Airport is secured with access credential activated automatic gates to control vehicle access onto the airport. Each individual needing vehicular airport access must have a valid need to enter, must complete an application, and must watch a security training video and understand the locations of all AOA areas on the Airport. Airport operations employees designated by the airport manager are authorized to issue gate access credentials under the guidelines set forth herein.

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- a. Up to two (2) active access credentials may be issued annually to each of the following who hold a current lease with the City or who have an aircraft based in a hangar at the airport. A fee identified in the city fee schedule will be charged for each access credential to help cover the costs of the security program under TSA Part 1542 and 1544.

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- a. Pilot
- b. Aircraft Owners
- c. FBO Owners/staff
- d. Renters (businesses, hangar users, etc.)
- e. Airport Property Leaseholders

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Additional access credentials may be issued for justifiable reasons such as family, aeronautical businesses, construction and SASO holders, as approved by the airport manager or designee. In general, access credentials may be issued to individuals who have a need for vehicular access on a regular basis or to perform essential airport services.

- b. Gate access credentials shall be used solely for the holder's personal access to the airport and are nontransferable and un-assignable. Access credentials that have been given or loaned to another individual other than that of the applicant will be subject to cancellation. In the event access credentials for employees or agents of the holder are needed, separate applications shall be submitted for each such access credential. An employer shall accept full responsibility for any access credential issued to its employees or agents and must agree to obtain the return of such access credentials to the city upon termination of the employment or agency relationship.

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- c. Access credential holders have the responsibility to see that only authorized personnel enter any gate he/she uses and must remain with any gate until it is completely closed and secured. Vehicles may not tailgate those with access credentials through an opened gate. Any person entering security gates without an access credential shall be in violation of these rules and regulations.

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- d. No access credential shall be issued to an applicant who operates a ground motorized vehicle of any type without an automobile liability insurance policy meeting the Utah minimum liability car insurance

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requirements. Such insurance policy shall be provided to the Airport Administration at application for credential and upon request.

- e. The Airport Operations Area (AOA) consists of all areas within the perimeter fence of the airport. This area is better known as the airside areas. No unauthorized vehicle is allowed within the AOA. Driver training and an Airport Familiarization course are provided for all FBO employees and for those with a need to gain access into the AOA before access is allowed. Upon completion of training, an airport identification access credential is issued to the individual and must be always carried while operating a vehicle within the AOA.
- f. The Secured Area at the Airport is where commercial aircraft operators have a security program under TSR 1544 or 1546 to enplane and deplane passengers, sort, and load baggage, and includes any adjacent areas that are not separated by adequate security systems, measures or procedures. Boundaries of the Secured Area are established by fences, buildings, controlled access points, pavement markings and warning signs. The boundaries and pertinent features of the Secured Area at the Airport include the air carrier ramp adjacent to the passenger terminal building. The area is surrounded by taxiways, the passenger terminal and a seven-foot-high chain-link fence located at the side of the terminal building. Pavement markings such as red demarcation lines on the perimeter sides of the secure area establish the Secured Area.
- g. The Secured Area is only accessible to those individuals who have a need to be in the Secured Area. Air carriers, Airport Operation employees, and individuals with Secured Area access must either pass an FBI background check or input in the Transportation Vetting Portal (TVP), attend the airport driving course, and must always display an issued Secured Area identification access credential while in the secured area. Lost or stolen ID access credentials must be brought to the Airport Security Coordinator or designee's attention immediately. A fee will apply for each reissuance of an ID access credential and recurrent Secured Area training must be achieved.
- h. No operable or inoperable vehicle of any type or any other piece of equipment will be allowed to park within 10 feet of any perimeter fence line whether on the airside or landside of the airport. Such violation may be cause for removal of the vehicle at the owner's expense.
- i. All firearms or weapons are prohibited in the Airport Secured and Sterile Areas, as dictated by Federal agencies.
- j. Law Enforcement Officers (LEO'S) if needed, from the law enforcement will respond to uphold these regulations.

Section 65 Pedestrians

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For their own protection, all pedestrians must remain clear of movement areas at all times. Pedestrians are only permitted in the Airport Operations Area (AOA) if they have an operational need to be in the AOA.

Section 76 Exterior Advertising and Signs

No signs or other advertising shall be placed or constructed upon the Airport or within or upon any building or structure or improvements thereon without having first obtained approval from the Airport Manager and/or City Building Dept. No lighted signs are permitted on the airside of the airport.

Section 87 Operators to Keep Rules and Regulations Available

All operators based at the Airport shall keep a current copy of these regulations ~~and standards~~ and the airport's duly adopted minimum standards posted in hangar or place of business and available for viewing to all who enter. It is the responsibility of all owners of aircraft based at the Airport and pilots who use the Airport to be familiar with the contents of ~~these~~ these documents. Those operating at the Airport bear the responsibility for compliance and ignorance is not an excuse for violation of any rule, regulation, or minimum standard. Airport Rules and Regulations and Minimum Standards are available electronically at www.cedarcityut.gov.org.

Section 98 "Flagging" and/or "Hawking" is Prohibited

"Flagging" and/or "Hawking" for the purposes of these regulations ~~and standards~~ and the airport's duly adopted minimum standards is defined as: Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs if approved by the City).

Section 109 Refuse (Recyclable and Non-Recyclable Waste)

No person shall throw, dump or deposit any waste, refuse or garbage on the Airport. All waste, refuse or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such manner as to minimize any hazards. All hazardous waste must be controlled and disposed of in accordance with all State and City Environmental Regulations. At no time will outside storage of oil, fuel, or chemical drums be permitted. No outside storage of any hazardous items is permitted.

Section 110 Approval of Construction

No buildings, structures, tie-downs, ramps, paving, taxi areas or any other improvement or addition on the Airport shall be placed or constructed on the Airport, or altered or removed without prior approval of the City. In the event of any construction the City may, at its discretion, require an appropriate bond to guarantee the completion of the construction in accordance with its approval. The City shall consider conformance to the capital improvement plan for the Airport, the Airport

Layout Plan and Airport Master Plan prior to the approval or denial of any construction or development at the Airport.

New construction of airport hangars must comply with the appropriate provisions of the currently adopted International Building Code as amended by the current Utah Building Code and NFPA (National Fire Protection Agency) requirements as well as Federal, State and local laws pertaining to airports and hangars. Should any discrepancies occur between these requirements, it is the duty of the design professional to consult with the Cedar City Engineer's office, the Cedar City Building Division and/or Cedar City Fire Department as appropriate for resolution.

An FAA form 7460-1 must be filed with the Denver Airports District office by the requestor before approval of any construction can be granted.

Section 121 Waiver of Rules and Regulations and Minimum Standards Provisions

The City may, at its discretion, waive all or any portion of these regulations ~~and standards~~ and the airport's duly adopted minimum standards for the benefit of any government, governmental agency, or public service entity performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or firefighting operations, but only to the extent permitted by the rules of the FAA and the laws of the State of Utah.

Section 132 Acts of God

Nothing contained in these regulations ~~and standards~~ and the airport's duly adopted minimum standards shall be construed as requiring the City to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstances beyond the control of the City.

However, should acts of God occur to the extent that the FBO/Operator is not able to conduct business as usual, all rents and fees due the City shall be temporarily suspended for a reasonable period of time to allow the FBO/Operator to reopen for business at its discretion.

PART II: AIRCRAFT OPERATION

Section 1 General

- a. Every person operating an aircraft shall comply with and operate such aircraft in accordance with these regulations ~~and standards~~ and the airport's duly adopted minimum standards, and all pertinent rules, regulations, orders and rulings of the FAA, and DOT and other

appropriate governmental agencies. Every person operating an aircraft is responsible for the safe of operation and for the safety of others exposed to such operation, and therefore shall exercise good operating procedures at all times. Aircraft shall not be operated carelessly or negligently nor in disregard of the rights and safety of others.

- b. The Cedar City Regional Airport is a non-towered airport. All aircraft must have radio equipment permitting two-way communications to monitor the Airport CTAF to obtain Airport advisory information prior to entering the Airport traffic pattern.
- c. The official FAA traffic pattern chart is made a part of these regulations ~~and standards~~ and the airport's duly adopted minimum standards and every person operating an aircraft is recommended to follow the FAA designated pattern.
- d. Unless a Notice to Air Mission (NOTAM) has been issued and except for special circumstances or emergency situations, all aircraft shall follow the appropriate taxiway and runway guidance marking and lighting when operating on the Airport. Taxiways are to be used exclusively for the movement of aircraft to and from runways.
- e. In the event the Airport Manager believes the conditions of the Airport are unsafe for landings or takeoffs, it shall be within the Managers' authority to issue a NOTAM to close the Airport, or any portion thereof, for a reasonable period of time so that such unsafe conditions may be corrected.
- f. In the event any aircraft is damaged to the extent that it cannot be moved under its own power, the Airport Manager shall be immediately notified by the aircraft owner, operator or pilot and/or FBO. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, or the owner's agent or legal representative shall, as soon as reasonably possible, obtain the necessary permission for removal of said aircraft from all landing areas, taxiways, and all other traffic areas, and place or store said aircraft in normal hangar/tie down areas or as approved by the Airport Manager. The Airport Manager shall have the authority to remove the disabled aircraft at the aircraft owners and or operator's expense if the aircraft is impacting airport operations and the owner and/or operator fails to respond in a timely manner.
- g. Landing on Runway 2/20 is restricted to aircraft with rubber wheel type landing gear configurations. Aircraft equipped with pontoons, skids or skis are not permitted to land or touchdown on any runway surface except in an emergency.

Section 2 Aircraft Parking/Maintenance

- a. No person shall park, store, tie-down or leave any aircraft on any area of the Airport other than paved parking aprons that are identified by the Airport Layout Plan unless approved by the airport manager. All aircraft parked outside on any airport apron must be fully operational and hold a valid Airworthiness Certificate unless approved by the airport manager.
- b. Operators shall properly secure their aircraft while parked or stored. Pilots are solely responsible for parking and tying down their aircraft, including any special security measures required by weather conditions or other conditions at the Airport. Operators also shall be responsible within reason for securing aircraft in a manner necessary to avoid damage to other aircraft or buildings at the Airport in the event of winds or other severe weather. The City's obligation, unless otherwise provided for by any Operator lease agreement, shall be the maintenance of the aircraft parking space, exclusive of tie-down rope and grass surfaces.
- c. All maintenance to aircraft or engines shall be made in hangars or areas designated for this purpose by the City and/or Airport Manager and not on any part of the landing area, taxiways, ramps, aprons, and fueling/service areas.
- d. The washing of aircraft, equipment, or items such as fuel trucks, etc. is not permitted on the airport. This practice would result in oils, fuels, lubricants, etc. entering the storm water drain system.
- e. Painting of aircraft, equipment, etc. is not permitted on the airport without first obtaining required federal, state, and city environmental permits.

Section 3 Fire Regulations

The following shall apply, except where either insurance requirements or applicable codes differ, in which case the latter shall prevail.

All persons using the Airport and its facilities shall exercise the utmost care and caution against fire and injury to persons and/or property.

- a. No person shall fuel or drain fuel from any aircraft while the engine is running or while such aircraft is in a hangar or enclosed space. All fueling procedures shall be in strict compliance with NFPA 407 requirements.
- b. No person shall use flammable or volatile liquids in cleaning aircraft engines, propellers, and other aircraft components unless such cleaning occurs in open air or in a facility designed for such use with proper

ventilation and equipped with adequate and readily accessible fire extinguishers.

- c. Each hangar shall have at a minimum two (2) 2A10BC approved fire extinguishers mounted on brackets on opposite walls next to hangar access door. All tenants or lessees are responsible to provide and maintain fire extinguishers.
- d. No person shall store any material or piece of equipment in such a manner that it becomes a hazard. Gasoline, jet fuel, lubricating oil, or any other flammable substance shall be stored in accordance with applicable codes and regulations. No person shall store any lubricating oils on the Airport except in specified and labeled containers or receptacles.
- e. All persons on the Airport shall keep all areas of the premises leased or used by them, clean and free of oil, grease, and other flammable materials. Hangar floors shall be kept clean, free from waste materials or other trash and rubbish. Any person operating or using any equipment on the Airport shall use extreme caution and care.
- f. No person shall smoke or ignite any matches, flares, lighters, or other objects which produce an open flame anywhere within a hangar, shop building, or structure in which any aircraft is or may be stored, or in which any fuel, oil or flammable substance is stored, or within fifty (50) feet of any aircraft or any fueling facilities.
- g. The use of pyrotechnics of any kind is prohibited on airport property unless approved by the airport manager.

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PART III VIOLATIONS

Section 1 General

Any person may be promptly removed or ejected, either temporarily or permanently, from the Airport by the City and/or Airport Manager, depending on the seriousness of the violation, for security violations, failure to pay required fees, violation of these regulations and standards and the airport's duly adopted minimum standards, violation of City ordinances and laws, Federal Aviation Regulation violations, or violations of all other rules and regulations set forth by the United States government; and, unless provided for elsewhere within this document, in addition, may be subject to any penalties otherwise provided by City ordinance or law, Federal Aviation Regulations, and all other rules and regulations of the United States government.

The City may hear and decide appeals from the persons so removed in accordance with this chapter. The City shall, in writing, within fourteen (14) days of any such removal or ejection, render to the person removed or ejected under this section, a

letter to the last known mailing address delineating the specific violation of these regulations and standards and the airport's duly adopted minimum standards which necessitated such removal. The City may hear appeals submitted by any person or persons so removed or ejected, within ten (10) days of their receipt of such letter from the City. Requests for appeals must be made in writing within those ten (10) days. The appeal shall be heard by the City Manager. At that time, the City Manager may choose to override the appeal or reduce the amount of time of the ejection. A decision on the appeal will be rendered in writing within fifteen (15) days of hearing the appeal.

Section 2 Airport Access Enforcement

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The Airport imposes rules pertaining to security to provide for the safety and security of people and property traveling through the Airport and in order to comply with legal requirements mandated by the U.S. Department of Homeland Security by and through its Transportation Security Administration.

Failure to comply with these security policies, the Airport Security Program, or any applicable federal regulation may result in TSA civil penalties and enforcement action by the Airport. The choice of alternative disciplinary actions will vary in accordance with the severity of the performance or behavior problem and will not necessarily follow the sequence as outlined herein. The severity of the offense will be noted in the letter to the individual committing the alleged offence.

Anyone found in violation of the security rules is subject to the following:

First Offense:

- a. An access credential reinstatement fee will be assessed to the individual and must be paid before the identification access credential is returned.
- b. The company or individual will be notified of the violation and will be required to provide details on their planned actions to preclude future violations.
- c. The Airport will take appropriate actions to address the offense, which may include a referral to law enforcement for further investigation and possible issuance of criminal charges.

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Second Offense (within a two-year period):

- a. The Airport access credential will be confiscated for 24 hours, and security retraining must be completed by the individual before the access credential is returned.
- b. An access credential reinstatement fee will be assessed to the individual and must be paid before the access credential is returned.

c. The company or individual will be notified of the violation and will be required to provide feedback on their actions taken to preclude future violations.

d. The Airport will take appropriate actions to address the offense, which may include a referral to the law enforcement for further investigation and possible issuance of criminal charges.

Third Offense (within a two-year period):

a. The access credential will be revoked, and the individual will lose his or her ability to hold an airport-issued access credential.

b. The Airport will take appropriate actions to address the offense, which may include a referral to the law enforcement for further investigation and possible issuance of a criminal citation.

PART IV GOVERNMENT AGREEMENTS

Section 1 War or National Emergency

During time of war or national emergency, the City shall have the right to lease the Airport, and/or landing area, or any part thereof to the United States Government for military use, and, any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease and the provisions of the government lease shall control insofar as they are inconsistent with the said operators agreement, lease or authority.

Section 2 Leases Subordinate to Government Lease

Any license, authority, lease or agreement entered into pursuant to these regulations and standards and the airport's duly adopted minimum standards shall be subject and subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or the maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

Section 3 Minority Business Enterprises

It is Cedar City's the policy of the City of Cedar City, Utah, to utilize Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in all aspects of contracting. This commitment can be demonstrated by the efforts taken in the development of a MBE Plan and in correspondence within this organization stating such position. The plan will be made available upon request.

The City's goal for leasing operations at the Airport is:

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MBE = 10%
WBE = 10%

PART V AIRPORT MASTER PLAN / AIRPORT LAYOUT PLAN

Section 1 FBO Approval Not Required

Subject to the requirements of applicable federal, state and local law, the City may, without the consent or approval of any FBO or other person licensed to do business or use part of the Airport, make changes in the Master and Layout Plans of the Airport and in its planning and policies in connection with the development of the Airport. However, it is the City's intent to inform FBO(s) and other businesses, tenants, and users of proposed improvements and/or changes to the Airport Master and Layout Plans at the Cedar City Regional Airport and to request and consider any and all comments. A copy of the Airport Master and Layout Plans can be obtained through the Airport Manager or from the City Offices.

PART VI RESERVATION OF RIGHTS TO INDIVIDUAL USERS

Section 1 Explanation of Rights and Duties Imposed

Notwithstanding anything to the contrary contained herein, the following rights, privileges and duties are hereby conferred and imposed upon individual users of the Airport facilities including but not limited to individual pilots, aircraft owners and operators, tie-down and T-hangar renters.

- a. All individual operators or users as defined herein shall meet and maintain all standards for licensing, maintenance, and repair of aircraft established by the Federal Aviation Regulations (FARs), Safety Bulletins, Advisory Circulars and all other Federal and State regulations and standards and the airport's duly adopted minimum standards for licensing, maintenance, and repair of aircraft.
- b. It shall be the duty of all individual users of the Airport to fully inform themselves of and to keep current on all Federal and State aviation regulations and standards and the airport's duly adopted minimum standards and to completely and promptly comply herewith, and also regulations set forth by the City.
- c. Nothing contained herein shall restrict or limit the right of aircraft owners, operators and pilots to perform preventive maintenance on their own aircraft which are allowed by the regulations and standards and the airport's duly adopted minimum standards. However, all such repairs and maintenance shall be authorized and conducted strictly in accordance with Federal and State regulations, circulars, airworthiness directives, and requirements and such maintenance and repairs shall be

conducted within the area designated for owner/operator maintenance or T-hangars leased by individual users of the Airport or by authorized repair facilities on the field.

- d. All individual users shall comply with these regulations and standards and the airport's duly adopted minimum standards regarding common use areas and will not allow any maintenance or repair activities or any part thereof to be conducted in said common areas and will comply with all safety and fire regulations in effect at the time.
- e. Facilities on Airport property shall be utilized for aviation related activities only. Hangars/buildings are to be constrained to aircraft storage, maintenance and authorized ground support operational equipment that is determined by the type of aeronautical activity. Approval to deviate from non-aviation use to commercial/industrial use must be justified and granted by the Airport Board. Non-aviation use facilities are limited to facilities that do not have direct access to any ramp, taxiway or runway. User must ensure there is adequate parking for the anticipated use. The size and number of stalls shall be according to the Cedar City Zoning Ordinance.
- f. Nothing herein shall be construed as restricting the full use and enjoyment of Cedar City Regional Airport by all individual aircraft owners, operators, pilots, renters of the tie-down and T-hangars and all other individuals having a right to be users of the Airport.
- g. User fees are established by City Ordinance and must be paid no later than the 15th of each month for all airport related activities occurring the previous month.

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CEDAR CITY REGIONAL AIRPORT CEDAR CITY, UTAH



RULES AND REGULATIONS AND MINIMUM STANDARDS

Amended and Passed
by the City Council
November 29, 2023

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INTRODUCTION

Cedar City Regional Airport (CCRA) is a commercial service aviation facility serving the air transportation needs of the citizens of Cedar City and Iron County, Utah.

The Airport is a public use facility served by scheduled air carriers for passenger carriage and cargo, air charter and air taxi operators, flight schools, ~~crop-dusters~~~~fire aircraft~~ and medical transport operators, and is utilized by aircraft owners, operators, pilots and passengers for their air transportation needs, businesses and recreational flying activities.

The Airport, aside from offering to the community aviation-related, as well as economic services and benefits, is a symbol of pride for ~~the City of~~ Cedar City and its citizens. It is representative of the City's desire and commitment to move forward and to progress.

~~The government of the City of~~ Cedar City ~~s government~~, representing the people of Cedar City, ~~Utah~~ supports the Airport and its activities and intends to do that which is necessary and consistent with all applicable law to ensure its viability in order that it may continue to safely, efficiently, and adequately serve, to the best of its ability, the needs of all who use the Airport and rely on its services.

These Minimum Standards are developed utilizing FAA Advisory Circular 150/5190-7 guidance. Moreover, to the extent that the Airport or City has undertaken Federal Grant Obligations and has made certain Federal Grant Assurances, it is the policy of the Airport and City to abide by all such Obligations and Assurances. In the event of a conflict between these ~~Rules and Regulations~~Minimum Standards and the terms of any Federal Grant Obligations and/or Federal Grant Assurances, the terms of the Federal Grant Obligations and/or Federal Grant Assurances shall supersede and control.

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CHAPTER I

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GENERAL PROVISIONS

Section 1 Purpose

These Airport ~~rules and regulations and~~ minimum standards ~~together with the duly adopted Airport rules~~, hereafter referred to as "~~regulations and standards~~minimum standards and the duly adopted airport rules" are designed to establish the necessary ~~regulations and standards~~minimum standards and the duly adopted airport rules for the management, government and use of the Airport and to ensure the continued viability and safety of the Airport for its users and for the citizens of Cedar City. These ~~regulations and standards~~minimum standards and the duly adopted airport rules are intended to be reasonable, attainable, uniformly applied, non-arbitrary and non-discriminatory. These ~~regulations and standards~~minimum standards and the duly adopted airport rules apply equally to everyone using the Airport and shall be observed, abided by and obeyed.

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"these Airport minimum standards together with the duly adopted Airport rules"... are designed to establish....

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These ~~regulations and standards~~minimum standards and the duly adopted airport rules do not pertain to scheduled Air Carrier Operations under Federal Aviation Regulation Part 121, U.S. Government Agencies or to Military.

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Section 2 Definitions

The following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

- A. *Aeronautical Activity* - Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within the definition, commonly conducted on airports include, but are not limited to the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.
- B. *Aircraft* - Aircraft shall have that meaning specified in Title 49 United States Code and in Federal Aviation Regulation Section 1.1 and includes a device that is used or intended to be used for flight in the air, including but not limited to, airplanes, rotorcraft and helicopters, gliders, ultralights and lighter than air vehicles.

- C. *Airport Layout Plan* - The currently approved, scaled dimensional layout of the entire Airport property, indicating current proposed usage for each identifiable segment as approved by the Federal Aviation Administration and the Cedar City Regional Airport.
- D. *Board* - Airport Board appointed by the City who has the authority and responsibility to make recommendations to the City Council on all matters of airport development and establishing of policy for the use and operation of the airport.
- E. *Cedar City Regional Airport* - Referred to as the "Airport", means the property allocated for the operation of the Cedar City Regional Airport in the City of Cedar City, State of Utah, as depicted on the current Airport Layout Plan.
- F. *City of Cedar City* - Referred to as the "City", means the Cedar City Corp., the fee simple owner of the property that comprises the Cedar City Regional Airport. City includes the designated staff or representatives thereof.
- G. *Commercial Aeronautical Activity* - Any aeronautical activity which involves, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is accomplished. Activities include operations such as charter, hauling cargo, aircraft sales, flights schools or aircraft rental, etc.
- H. *CTAF* - The Common Traffic Advisory Frequency that aircraft use to announce intentions and communicate with other aircraft in the airport traffic pattern or while on an airport movement area.
- I. *Entity* - A person, persons, firm, partnership, Limited Liability Company, unincorporated proprietorship, association, group or corporation.
- J. *Fixed Base Operator (FBO)* - A commercial business granted the right by the City to operate on or at the Airport and provide aeronautical services such as (by way of example and not limitation) fueling, hangar parking, tie-down and parking, aircraft rental, aircraft maintenance and flight instruction.
- K. *Fuel Staging* - Area designated by the Airport Manager for staging fuel service vehicles and equipment necessary for direct aircraft refueling.
- L. *Fuel Storage* - Fuel storage tanks used for the method of storing or containing fuel to be used in an airport fueling operation.
- M. *GPU* - A Ground Power Unit that provides electrical power to an aircraft when the aircraft is shut down but needs to operate auxiliary onboard

equipment.

- N. *Manager* - Means the Cedar City Regional Airport Manager of the Cedar City Regional Airport who is the designated person duly appointed by the City.
- O. *Minimum Standards* - Qualifications established recommended by the Cedar City Regional Airport Board and adopted by the City Council as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport and or for a land or facility lease.
- P. *Movement Area* - The runways, taxiways and other areas of an airport that are used for taxiing, takeoff and landing of aircraft, exclusive of loading ramps and aircraft parking areas.
- Q. *Non-Aeronautical Activity* - Any activity conducted on Airport property that does not involve the operation of an aircraft or that contributes to or is required for the safe operation of aircraft.
- R. *Non-Commercial Aeronautical Activity* - Any aeronautical activity which does not involve, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is(are) accomplished.
- S. *Non-Commercial Flying Club* - Any combination in which three (3) or more persons are associated (directly or indirectly) as individuals or as any association or legal entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue Service.
- T. *Non-Movement Area* - Includes the taxiway, helipad and parking aprons.
- U. *Operator* - Means use, cause to use or authorize to use aircraft, for the purpose of air navigation including the piloting of aircraft, with or without the right of legal control (as owner, lessee, or otherwise.)
- V. *Operate Aircraft and Operation of Aircraft* - Means using aircraft for the purposes of air navigation, including the navigation of aircraft and causing or authorizing the operation of aircraft with or without the right of legal control of the aircraft.
- W. *Regulations and Standards* - The rules, regulations—and standards minimum standards and the duly adopted airport rules as may

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be promulgated and adopted from time to time by the City or Board to protect the public health, safety, interest and welfare of the Cedar City Regional Airport.

- X. *Specialized Aviation Service Operator (SASO)* - A commercial aeronautical activity that provides one or more commercial services as outlined in Chapter IV.
- Y. *UNICOM* - Refers to the Universal Communications frequency that aircraft use to communicate with service personnel for fuel and parking information.
- Z. *Federal Grant Obligations* – Any and all obligations of the City arising out of or in connection with a Federal grant program, airport development assistance or Federal Aid, including but not limited to obligations arising under the Surplus Property Act of 1944 (49 U.S.C. Secs. 47151-47153), the Federal Air to Airports Program, the Airport Development Aid Program and the Airport Improvement Program.
- AA. *Federal Grant Assurances* – A provision within a Federal Grant Agreement to which the City, as recipient of Federal airport assistance, has agreed to comply in consideration of the assistance provided. Grant assurances are required by Federal Statute (49 U.S.C. Sec. 47101.)
- BB. *Exclusive Right* – The power, privilege or other right excluding or debarring another firm from enjoying or exercising a like power, privilege or right. An exclusive right can be conferred either by express agreement, or by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

CC *FAA – Federal Aviation Administration.*

CHAPTER III

MINIMUM STANDARDS

Section 1 Special Events

Special events, such as, but not limited to, air shows, air races, skydiving, balloon operations or other similar events or activities requiring the general use of the Airport, other than activities specifically described and allowed herein, shall be held only after formal approval for same has been granted by the City and/or the Airport Manager. The Airport Manager will be notified not less than forty-eight (48) hours in advance of any Fly-ins planned or promoted by FBOs/Individuals at the Airport. If the special event occurs during the hours of a scheduled air carrier service, notification to the

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Airport Manager must be submitted no less than ninety (90) days in advance to allow the Airport Administration to submit a change condition with the Transportation Security Administration. Said approval shall specify the areas of the Airport authorized for such special use, dates and such other terms and conditions as the City may require.

Section 2 Glider Operations

Glider operations shall be conducted in accordance with traffic patterns and safety procedures shall be followed, as approved by the City and/or the Airport Manager, and reviewed by the FAA.

Commented [PB9]: FAA is not defined above. I know it sounds stupid because everyone flying knows who the FAA is. Please rework to say Federal Aviation Administration (FAA).

Or include a definition for FAA

Section 3 Business Activities

Subject to applicable orders, certificates or permits of the FAA, or its successors, Grant Agreements with FAA and the laws of the State of Utah, or unless covered under pre-existing agreement with the City, no person shall use the Airport or any portion thereof or any of its improvements or facilities for commercial, business or profit-making activities who has not first complied with these ~~regulations and standards~~ minimum standards and the duly adopted airport rules and obtained the consent and required approval and/or licenses for such activities from the City and entered into such written leases and sub-leases and other agreements prescribed by the City. Notwithstanding any other provision of these ~~regulations and standards~~ minimum standards and the duly adopted airport rules and any FBO/Operator lease agreement now or hereafter approved by the City, the requirements of the latter shall prevail, unless otherwise provided by FAA regulations.

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Section 4 Action on Application

The City may deny any application or reject any bid or proposal as the case may be, if, as determined by the Airport Manager, in its opinion, it finds any one or more of the following:

- a. The applicant for any reason does not meet the qualifications, standards and requirements established by these ~~minimum standards and the duly adopted airport rules~~ rules and regulations; or
- b. The applicant's proposed operations or construction will create a safety hazard on the Airport; or
- c. The granting of the application will require the City to spend funds, or to supply labor or materials in connection with the proposed operations to an extent which the City is unwilling to enter into such an arrangement; or the operation will result in a financial loss to the City; or

Commented [PB11]: Change to minimum standards. If you want to also include the airport rules, please try:

... "requirements established by these minimum standards and the duly adopted Airport Rules".

- d. There is no appropriate, adequate or available space or building on the Airport to accommodate the proposed activity of the applicant at the time of the application unless the applicant proposed to construct such facilities; or
- e. The proposed operation or Airport development or construction does not comply with the approved Airport Master Plan for the Airport; or
- f. The development or use of the area requested by the applicant will result in depriving existing Operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present Operator on the Airport through problems in connection with aircraft traffic or service, or preventing free access to the Operator's area; or
- g. Any party applying, or interested in the business, has supplied the City with any false information or has misrepresented any material fact in the application or in supporting documents; or has failed to make full disclosure on the application or in supporting documents; or
- h. Any party applying, or interested in the business, has a record violating these ~~regulations and standards~~minimum standards and the duly adopted airport rules, or the ~~regulations and standards~~minimum standards and the duly adopted airport rules of any other Airport, or the Federal Aviation Regulations or any rules and regulations applicable to the airport; or
- i. Any party applying, or interested in the business, has defaulted in the performance of any lease or any other agreement with the City; or
- j. Any party applying, or interested in the business, has a credit report containing derogatory information which suggests said applicant does not appear to be a person of satisfactory business responsibility and reputation; or
- k. The applicant does not appear to have or have access to the operating funds necessary to conduct the proposed operation; or
- l. Any party applying or interested in the business has been convicted of any crime or violation of any City ordinance or state or federal law of such a nature that it indicates to the City that the applicant would not be a desirable operator on the Airport.
- m. Nothing contained herein shall be construed to prohibit the City from denying, for any reason it deems sufficient, an application to do business on the Airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-

aeronautical nature, or the application by a person for an area on the Airport for the personal non-profit use of such person.

Section 5 Supporting Documents

All applicants shall submit the following supporting documents to the City, together with such other documents and information as may be requested by the City. Applicants must grant the City the authority to conduct a Criminal History Records Check and a current Credit Report. A non-refundable initial application fee is required at time of application submission.

- a. A current financial statement prepared or certified by an independent certified public accountant, and certified by the chief financial officer(s) of the intended business. The applicant may request that access to this information be protected from the public. Evaluation of the request will be subject to the statutes currently in effect. The Chair of the Airport Board and the Airport Manager will designate up to three additional individuals to review the information when an application is received. Upon review of the financial statement, the evaluation committee may require additional information such as bank statements, Profit/Loss statements, etc.
- b. A description of previous experience in Airport Service and a listing of key personnel to be assigned to the Cedar City Regional Airport with duties, responsibilities, and similar experience.
- c. A written authorization for the FAA, and all Aviation or Aeronautic Commissions, Administrators, or Departments of all States in which the applicant has engaged in aviation business to supply the City with all information in their files relating to the applicant of the operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.
- d. A written listing of the assets owned or being purchased which will be used in the business on the airport.
- e. A current credit report covering all areas in which the applicant has done business during the past five (5) years. The applicant may request that access to this information be protected from the public. Evaluation of the request will be subject to the statutes currently in effect.
- f. Most recent two (2) years of maintenance and flight records for all aircraft proposed to be used by the FBO.
- g. A copy of all licenses/certificates held by any individual or business entity proposed to be part of the FBO.

- h. The applicant must disclose any business entities they have participated in as an owner, agent, member, partner, incorporator, manager, managing partner, or in any other corporate capacity.
- i. The Chair of the Airport Board and the Airport Manager will designate up to three additional individuals to review the information when an application is received.
- j. All FBO(s) with their initial application shall furnish to the Airport Board/City:
 - (1) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Commercial General Liability \$5,000,000 per occurrence; Personal liability \$5,000,000 and a hold harmless clause in favor of the City, its officers and employees. Cedar City Corporation must be listed as Certificate Holder.
 - (2) A current address and telephone number.

Section 6 Airport Leases Non-Transferable

Except as otherwise provided in existing leases of the airport, no right, privilege, or approval to do business at the Airport, or any lease of any area of the Airport or a part thereof shall be assigned, sold or otherwise transferred or conveyed in whole or part without the prior express written consent of the City. No lease, or portion thereof, may be assigned or sub-let without prior approval of the City and all assignees or sub-leases as approved by the City shall comply with these ~~regulations—and standards~~minimum standards and the duly adopted airport rules. No City-owned facilities or hangars, or any portion thereof, may be assigned or sublet by the LESSEE by any means. The lease holder of any assigned or transferred lease shall pay the current raw land lease rate as adopted by Airport Board and City Council and amended from time to time.

City-owned facilities leased on the Airport where the LESSEE is identified as a business, must give thirty (30) days written notice of new ownership to Cedar City Corporation if the ownership of the business is being altered or sold.

Section 7 Rates

Rates charged by any operator at its leasehold for hangar space, T-hangar rentals, tie-downs, products and services shall not be excessive, discriminatory or otherwise unreasonable, and shall be filed with the City whenever subject to change.

CHAPTER IIIIV

AIRPORT OPERATORS, LEASES AND CONCESSIONS

Section 1 Fixed Base Operator (FBO)

No person shall use the Airport as an FBO until such person has executed a lease agreement approved by the City establishing Airport space lease terms, rental amounts, insurance requirements and other terms and conditions required by the City; has met the qualifications, standards and requirements of these **regulations and standards**~~minimum standards and the duly adopted airport rules~~; and has paid the required fees.

An FBO shall be a person/operator who carries on or conducts line services which shall include the supplying of fuel and other services. In order to qualify as an FBO at the Cedar City Regional Airport, the person/operator must provide;

(1) Jet and Aviation Fuel in accordance with NFPA 407 and ATA 103(as enforced by the airline quality control policies). Fueling vehicles/equipment will be in 100% fully operational status and in complete compliance with the above directives, or they will be stored at the FBO(s) fuel farm. Leaks of any magnitude will not be tolerated. Leaking vehicles or fuel storage tanks will be repaired or drained immediately or subject to Fire Department citation, fine and immediate termination of fuel servicing capability. Any person operating fuel servicing equipment or any fuel handling equipment shall be qualified per 14 CFR Part 139 and that qualification shall be on file with the Airport Manager. Fuel attendants must participate in line service training programs to enhance fueling safety. Line services will be available at a minimum from daylight to dusk or accommodating the scheduled airline flight schedule, whichever covers the greater span of time. Linemen will be contactable by phone or radio (monitoring CTAF and Unicom) at all times during the above hours. Emergency call out services will be available twenty-four (24) hours seven (7) days per week. FBOs may negotiate services for major holidays with the Airport Manager.

(2) Aircraft Charter/Rental Service that shall require the FBO to have a minimum of one (1) serviceable and well-maintained aircraft on the Cedar City Regional Airport at all times, one of which must have at least 4 seats and be IFR capable. The aircraft may be absent from the airport if they are rented, chartered, or in short term (less than three (3) weeks) maintenance. All other absences must have a substitute aircraft on the airport until the original aircraft can be returned to service. Aircraft will be fully insured for all commercial uses. Charter Service shall be provided so that the general public can contact and schedule charter flights with no more than twenty-four (24) hour notice. All Charter services shall be conducted under 14 CFR Part 135. It is mandatory that all charter enplanements be recorded and reported to the appropriate federal authorities as directed by the Airport Manager. A copy of licenses/certificates must be furnished to Airport Manager.

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(3) Ground and Flight Instruction will be available to students to include Private Pilot, and Instrument ratings at a minimum. Aircraft will be made readily available by the FBO to accommodate these requirements. The aircraft will be fully operational. An Instructor will be available for not less than forty (40) hours per week at the Cedar City Airport. The schedule may be flexible to allow the Instructor to accomplish charter pilot duties or other aviation related duties. A copy of licenses/certificates must be furnished to Airport Manager.

(4) The FBO shall provide aircraft maintenance by an aircraft mechanic with inspection authority. The mechanic shall be: (i) available on the airport for a minimum of forty (40) hours per week; and (ii) must have a hangar suitable for the type aircraft typically requiring service at the airport and must possess the tools required to perform the maintenance expected from these aircraft. The mechanic shall be available on call for emergency response to aircraft incidents. A copy of licenses/certificates must be furnished to Airport Manager.

(5) At a minimum, the FBO must provide, Ground Power Unit service, de-icing capability, aircraft tow and disabled aircraft removal capability, a current inventory of charts and navigation aids, commonly expected pilot supplies, catering services, and full service amenities to include a pilot lounge with flight planning area. The FBO shall at all times, maintain an adequate supply of the oils and fluids required to serve aeronautical users of the Airport.

(6) All fuel sold by the FBO on Cedar City Regional Airport must be stored in approved fuel tanks located on a leased fuel farm location on the airport. The FBO shall not place or maintain any fueling facilities on the Airport, mobile or fixed, which are not approved by the City. The FBO shall not deliver fuel into any aircraft unless the fuel has first been placed in a suitable and approved filtration tank. There shall be no fueling direct from a common carrier transport truck into mobile fuel truck. Minimum fuel storage requirements are twenty-two thousand (22,000) gallons of Jet A, and twenty-two (22,000) gallons of 100LL aviation fuel. The fuel farm and all fuel servicing vehicles are subject to both monthly and random inspection by both the City Fire Department and Airport Staff. Construction plans for fuel farm must be reviewed and approved by the City Building Department, City Fire Marshall, and Airport Manager. Minimum fuel delivery truck requirements are eight thousand (8,000) gallons of Jet A and one thousand seven hundred and fifty (1,750) gallons of 100LL aviation fuel. The FBO shall operate mobile fuel truck only on the areas in which it is requested to provide such service.

(7) Each FBO must provide self-serve fuel dispensing equipment with a minimum of one thousand (1,000) gallons of 100 LL aviation fuel. Dispensing location must be approved by City Fire Marshall and Airport Manager. Dispensers shall be installed, operated and maintained so as to meet all fire codes, applicable regulations and provide twenty-four (24) hour a day fuel dispensing capability.

(8) Each FBO must construct a building or lease a building of at least two thousand (2,000) contiguous square feet, providing properly lighted and heated floor space for

office, public lounge, pilot briefing area, both male and female restrooms, kitchen and telephone. Location of building must be in accordance with the latest version of the Airport Layout Plan, ~~which is identified as being at the west end of Kitty Hawk Drive near the previous airport passenger terminal facility.~~ Parking space requirements for this facility must comply with City Ordinances.

(9) The FBO will be required to comply with Federal Aviation Regulation Part 139.321, *Handling and Storing of Hazardous Substances and Materials*. The FBO will be required to comply with the Cedar City Regional Airport Spill Prevention, Control and Countermeasures (SPCC) Plan. The FBO will be required to comply with the Cedar City Regional Airport Stormwater Pollution Prevention Plan (SWPPP).

(10) Fuel Spill Liability Assurance: The FBO will be required to provide the Airport Board/City with a written assurance that it will be solely responsible and fully liable in all regards for any fuel spill occurring at the FBOs location. The FBO will also be required to submit to the Airport Manager a written fuel spill response procedure and a copy of its operating manual.

(11) The FBO shall provide adequate and sanitary handling of all trash, waste and other materials including, but not limited to used oil, sump fuel, and solvents, and comply with all applicable provisions of the Airport's Stormwater Pollution Prevention Plan.

(12) The FBO shall comply with FAA Advisory Circulars 00-34, *Aircraft Ground Handling and Servicing*, 150/5210-5, *Marking and Lighting of Vehicles Used on Airports*, 150/5230-4, *Aircraft Fuel Storage, Handling and Dispensing*, or applicable local rules and regulations, whichever are more restrictive.

(13) The FBO shall provide adequate equipment and trained personnel during posted business hours to meet public requirements for all ramp services including but not limited to aircraft marshaling and towing, ground power service, oxygen service and lavatory service.

(14) The FBO shall provide service hours that best serve the public requirements. Hours of operation shall not be less than twelve (12) hours per day, seven (7) days per week. Hours of operation may be seasonally adjusted and shall be conspicuously posted. At least one (1) qualified employee shall be on duty during the hours of operation. A change in the hours of operation must be approved by Airport Manager.

(15) A minimum of two (2) ground support vehicles equipped with roof mounted beacon and vehicle mounted CTAF radios must be provided. A minimum of four (4) airline style baggage carts must be provided for the purpose of assisting visiting charter operators to the airport. Snow removal equipment must be provided for the purpose of clearing apron space to allow airplanes to safely operate in the area of the FBO location. A minimum of four (4) courtesy vehicles must be available twenty-four (24) hours per day for use by transient pilots and charter crew members.

~~(16) All FBO personnel must complete and satisfactorily pass a criminal background check. Any personnel who fail to satisfactorily pass a criminal background check will~~

not be allowed access to the airport.

Commented [TG13]: Cannot require this per federal regulation

(167) The FBO shall provide adequate hangar rental space to accommodate based and or transient aircraft including Turboprop and Business Jet Aircraft. .

All of the above services shall be provided through resources within the FBO(s) organization. Should the FBO desire to subcontract for one or more of the above services, a legally binding contract must be provided to the Airport Advisory Board for pre-approval. The final approval must be given by the City, in writing, before the contract is considered valid.

All other minimum requirements referenced below in Section 3 for independent operators shall apply to FBOs for each functional description the FBO elects to perform. If any of the described services are subcontracted, the subcontractor must meet all these rules and regulations and minimum standards and the service must be provided on site.

The FBO shall furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and shall charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the FBO may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

FBOs are automatically licensed to perform any of the functions defined in Section 3 paragraph b.

Section 2 Self-Fueling

a. Fuel Safety

All transportation, storage and other handling of all fuel including aviation and vehicle fuel shall comply with the Cedar City Fire Code, FAA Advisory Circular 150/5230-4B, 2017 version of the NFPA 407 Standard, most current version of International Fire Code, all requirements of the Rules and Regulations, and all other applicable laws and standards. The Airport Manager has the right to prohibit self-fueling services at any time if the operation is deemed unsafe for violation of the above requirements.

Commented [TG14]: Airport Certification Manual (ACM) states we will follow 2017 version of the NFPA. This has also been confirmed with our FAA Inspector. Rules and Regulations should match ACM.

All equipment used for transportation, storage and other handling of all fuel including aviation and vehicle fuel located on the Cedar City Regional Airport are subject to inspection at any time by airport staff and the Cedar City Fire Department. Equipment is subject to for inspection by city staff during initial staging on the airport and on a routine basis. Any equipment deemed unsafe for violation of the requirements in Section 2a above may be discharged from the airport at any time.

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Permittee shall be solely and fully responsible and liable in the event Permittee's self-fueling operations cause or permit hazardous

material(s) to be released on Airport property. If any release of hazardous material(s) occurs on Airport property, the material(s) will be removed and secured in accordance with all applicable government regulations at the Permittee's sole cost and expense. In addition to all other rights and remedies of the City, if the Permittee does not immediately clean up and remove such hazardous material(s), the City may pay to have the material(s) removed and Permittee shall reimburse the City any costs incurred by the cleanup.

b. Commercial Fueling Activities

No person or company may conduct any commercial fueling activities outside their own registered based aircraft at the Airport except for activities conducted by a Tenant operating as a Fixed Based Operator and in accordance with the defined terms within the Tenant's lease. Selling of fuel on airport property is prohibited except by such Tenants who are defined by the City as a Fixed Based Operator.

c. Staging of Aircraft Fuel Trucks, Trailers, and other Aircraft Refueling Devices

Unauthorized storage of fuel dispensing equipment is not permitted on Airport property.

Aircraft refueling vehicles and other moveable aircraft fuel containers and refueling devices on Airport property shall be staged outside in an approved staging position as established by the Airport Manager and clear of all Taxiway Object Free Areas (TOFAs) as designated on the Airport Layout Plan, updated from time to time. The said staging position must meet all requirements as defined by the documents referred to in Section 2.a of this Chapter.

Multiple aircraft refueling vehicles must meet the minimum parking separation standard as defined in supporting documents in Section 2.a of this Chapter.

No aircraft refueling vehicle, empty or otherwise, may be brought into, stored, or staged inside any building at the Airport.

No more than five (5) gallons of aviation fuel may be brought onto Airport property at any given time unless the operator has applied for and received a self-fueling permit issued by the Airport Manager, is a fuel provider for government contract fire-fighting aircraft, or operates as a certified Fixed Based Operator as established by the City. Aviation fuel storage of any kind is not permitted inside any structure of the Airport.

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d. Storage of Fuel

All aviation fuel storage over five (5) gallons must be stored in an

approved fuel farm facility with proper spill prevention and containment requirements, and by meeting all local, state, and federal laws as described in Section 2.a in this chapter.

No aviation fuel storage over five (5) gallons shall be stored on airport property unless specifically approved in a written lease agreement with the City.

Non-aviation fuels must be stored in containers no larger than five (5) gallons and must be stored in a Flammable Liquids Cabinet, unless approved by the airport manager, or stored in an approved fuel farm facility with proper spill prevention and containment requirements, and by meeting all local, state, and federal laws as described in Section 2.a in this chapter.

e. Transferring of Fuel

Transferring fuel from vehicle to vehicle on Airport property is strictly prohibited. Fuel transfer will only take place from an approved fuel farm facility, with a fuel loading rack, with proper spill prevention and containment requirements, and by meeting all local, state, and federal laws as described in Section 2.a in this chapter.

f. Aircraft Refueling and Defueling

All aircraft refueling and defueling procedures shall be performed outdoors in designated fueling areas as established by the Airport Manager. Aircraft refueling and defueling procedures must meet the standards previously referred to in Section 2.a of this Chapter.

g. Open Flames

Open flames are prohibited on the airside area of the Airport unless approved and permitted by the Airport Manager. Lighted, open flame devices shall include, but not be limited to, the following:

- (1) Exposed flame heaters
- (2) Liquid, solid or gaseous devices, including portable and wheeled gasoline or kerosene heaters
- (3) Gas or charcoal cooking grills

h. Fire Extinguishers

- (1) All Airport Tenants shall supply and maintain such adequate and readily accessible fire extinguishers as may be required by the City Fire Department. Each fire extinguisher shall carry a suitable tag showing the date of the most recent inspection.
- (2) Any discharge of any fire extinguisher equipment on Airport property, regardless of the circumstances, shall be reported to the Airport Manager immediately.
- (3) At least two (2) fire extinguishers, each having a rate of 20-BC, shall be readily available for use in connection with any

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aircraft fueling operations.

i. Self-Fueling and Fuel Co-ops

Except as may be prohibited by other provisions in these ~~regulations and minimum standards and such regulations as are duly adopted by the City~~ and any other applicable law, owners of a based aircraft ~~desiring to self-fuel their own aircraft must apply for and receive a self-~~ fueling permit issued by the Airport Manager. Self-fueling activities ~~must be performed by the owner or operator of the aircraft using his or her own employees and equipment.~~ These services cannot be contracted out. Self-fueling permits do not apply to the use of the ~~self-service fueling facility provided by the Fixed Based Operator or~~ any amount of fuel under five (5) gallons. Fuel Co-ops are not ~~permitted on the Airport~~.

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j. Self-Fueling Permit

Applications for self-fueling permits will be submitted to the Airport Manager for approval. All fueling operations shall occur only in areas established by the Airport Manager and clear of all Taxiway Object Free Areas (TOFAs) as designated on the Airport Layout Plan, updated from time to time.

No person or entity shall engage in self-fueling activities until a valid self-fueling permit has been issued by the Airport Manager. The permit will require the operator to indemnify the Airport Owner (Cedar City Corporation), its elected officials, appointed officials, employees and agents from liability for all leaks, spills or any other damage that may result through the handling and dispensing of fuel.

The Airport Manager or other designee has the right to revoke a self-fueling permit at any time ~~if~~ the self-fueling procedures are deemed unsafe for violation of the requirements shown in Section 2.a.

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k. Required Documentation

The applicant at a minimum must submit the following documentation with the self-fueling permit application:

- (1) An ~~original copy of the current and valid driver's licenses of those individuals driving~~ ~~fueling vehicles reflecting any applicable ratings and endorsements.~~
- (2) A description of fueling ~~equipment and proposed~~ ~~method for fueling, staging and dispensing fuel, and an approved fuel spill containment plan.~~
- (3) A list of any and all service vehicles that will be stored on Airport must be updated with the Airport Manager and have a designated City approval tag on said vehicles at all times.
- (4) Copies of Certificates of Insurance in the types and amounts shown below:

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Commented [PB25]: Do we actually have a tag we can issue? If we don't we need to get one made if we keep this requirement.

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Worker's Compensation

State: Statutory

Applicable Federal (e.g. USL & H): Statutory

Employer's Liability:

Bodily Injury by Accident: \$2,000,000 each accident

Comprehensive or Commercial General Liability:

\$2,000,000 per occurrence

Umbrella Coverage: \$1,000,000 per occurrence

All certificates shall list the City, its elected officials, appointed officials, employees and agents as "additional insured"

- (5) A list of ~~applicant's personnel who are~~ designated as fuel handlers along with copies of each fuel ~~handlers~~handler's driver's license ~~and training certification.~~ This list must be updated whenever ~~there are personnel changes and/or every quarter.~~
- (6) A copy of ~~the proof of ownership documentation for~~ any applicable fuel dispensing equipment.
- (7) Only aircraft owned or have an exclusive lease agreement by Applicant shall be self-fueled. ~~A list of tail numbers for all aircraft to be self-fueled, along with copies of applicable FAA Aircraft Registration Certificates or Applicant's proof of ownership or aircraft lease agreements for the listed aircraft shall be kept current by the Applicant with the Airport Manager's office.~~
- (8) Proof of compliance with all regulations stated in this Section.

L.

Fees

Fuel Flowage Fee – Permittees self-fueling on the Airport are required to ~~pay the current approved fuel flowage fees as explained in the Airport Rate and Fees Structure.~~ This fee will be paid on a monthly basis. ~~The flowage fee payment must be accompanied by a daily log listing the quantity and types of fuel dispensed into the authorized aircraft and a copy of the delivered fuel receipts from the distributor.~~

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Section 3 Specialized Aviation Services Operators (SASO) at the Airport:

All Specialized Aviation Services Operators (SASO), herein referred to as Operator(s), desiring to perform the mentioned services in paragraph (b) of this section at the Cedar City Regional Airport must have approval of the Airport Advisory Board and must obtain a valid business license and lease agreement from the City, and must conform to these ~~regulations and standards~~minimum standards and the duly adopted airport rules. A non-refundable initial application fee is required at the time of application submission. A non-refundable annual fee is required to provide services on the airport. No Operator or individual shall be allowed to maintain/store aviation fuels at the Cedar City Regional Airport unless the Operator has a ~~concessionaire's~~ license with the City as a full service FBO and complies with the requirements defined in Chapter IV, Section 1, or is permitted to self-fuel, or is a government contract

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helicopter or Single Engine Air Tanker with fuel on the airport that was not purchased from the FBO. Any commercial fueling of aircraft at the Cedar City Regional Airport shall be done by an authorized FBO.

- a. All Operators with their initial application shall furnish to the Airport Board/City:

- (1) A copy of the applicable FAA certification documents;
- (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
- (3) A current address and telephone number.

- b. Types of Operator services include:

- (1) Aircraft sales
- (2) Parts and accessories sales
- (3) Charter operations which include, but are not limited to: passenger or "air taxi;" freight, or delivery; aerial survey; agricultural spraying, etc.
- (4) Aircraft rental
- (5) Flight instruction or ground schools
- (6) Maintenance services which shall include services in one or more of the following:
 - (a) Airframe overhaul and repair
 - (b) Engine overhaul and repair
 - (c) Radio and electrical shop
 - (d) Instrument shop
 - (e) Aircraft interior work
 - (f) Refinishing and painting
 - (g) Interior cleaning
- (7) Aircraft storage, inside and/or outside
- (8) Specialized commercial activities

- c. An applicant for an Operator's lease will specify all services mentioned in paragraph (b) of this section which the applicant desires to conduct on the Airport. An Operator shall carry on or conduct only those services for which he has executed a lease with the City of Cedar City.

- d. In addition to the requirements provided in paragraphs (a) and (b) of this section and any other requirements of these ~~regulations and standards~~ minimum standards and the duly adopted airport rules, the Operator shall meet the following minimum qualifications for each of the following ~~respective~~ services that they may intend to provide:

- (1) Aircraft Sales - The Operator shall provide the office required by these rules and regulations and shall lease from the City at the

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Airport an area of sufficient size to permit the storage and/or display of inventory aircraft for sale or used in that Operator's aircraft sales business on the Airport.

- (2) Parts and Accessories Sales - The Operator must have a lease and provide suitable space for the parts and accessories as needed in the business.
- (3) Charter Operations - An Operator shall provide the office required by these rules and regulations; shall comply with the applicable rules and regulations of the FAA; and shall lease from the City an area on the Airport of sufficient size to accommodate all such space needed for the operations.
- (4) Aircraft Rental - An Operator shall provide the office required by these rules and regulations and shall lease from the City an area on the Airport of sufficient size to accommodate all aircrafts that will be used at the Airport.
- (5) Full-Time Flight Instruction and Ground School - The Operator shall provide an office building of sufficient size to provide a suitable classroom with a minimum of two hundred (200) square feet of inside floor space and shall lease from the City an area on the Airport of sufficient size to accommodate such structure and all aircraft used by the Operator for the training; and shall have based on the Airport two or more aircraft suitable for flight instruction which comply with the ~~regulations—and standards~~minimum standards and the duly adopted airport rules of the FAA.
- (6) Maintenance Services - An Operator shall provide a shop building which is separated by a fire wall from any hangar or building of sufficient size to accommodate the aircraft for which service is intended, together with all tools and equipment and the office required by the rules and regulations which building shall contain a minimum of one thousand two hundred (1,200) square feet of inside floor space. In addition, the Operator shall equip the shop with such tools, machinery, equipment, parts and supplies normally necessary to conduct a full-time business operation in connection with the maintenance service being offered. Such shop shall be staffed by mechanics and personnel who are qualified and competent and who hold any and all certificates necessary from the FAA or DOA. Such maintenance and repair services shall be conducted on a regular basis and shall be open for repairs daily during normal business hours with competent personnel on duty. In addition, the Operator shall lease from the City an area on the Airport of sufficient size to accommodate such buildings and to provide an access area and storage area to

accommodate aircraft used by the Operator, or which are placed with him for repairs. Aircraft may be stored in the shop building.

- (7) Aircraft Outside Storage - The Operator must hold a lease to provide suitable space for paved tie-down area of sufficient size to accommodate all aircraft used by the Operator in its operations at the Airport.
- (8) Aircraft Inside Storage - The Operator shall provide a storage building of sufficient size to accommodate stored aircraft. It may have an office in the storage building. If no office is maintained, the Operator shall post in conspicuous places on the hangar facilities the name, address and telephone number of the Operator and of the person who shall be managing or operating the hangar facilities. The operator shall have an area of sufficient size to accommodate the building with proper access.
- e. Each Operator shall, upon being authorized by the City as the construction of any required physical facilities permits, and subsequent to the execution of a proper lease, as soon as feasible, commence and conduct on a full-time basis all business activities and services.
- f. Except in cases of an Operator offering T-hangar or inside hangar aircraft storage only, each Operator shall provide and maintain an office which shall be staffed and open to the public during normal business hours of each normal business day of that Operator which shall be the operator's office or place of business on the Airport. These facilities and office shall be kept in a neat, clean and orderly condition and properly painted. The office shall contain adequate floor space for the operation being conducted. Only one office shall be required of each Operator.
- g. Unless covered under pre-existing agreement with the City, each Operator approved shall enter into a lease agreement with the City which includes an agreement on the part of Operator to accept, be bound by, comply with and conduct business operations in accordance with these ~~rules and regulations~~ minimum standards and duly adopted airport rules and to agree that the license and authority to carry on business at the Airport shall be subject to the terms and conditions set out in these ~~regulations and standards~~ minimum standards and the duly adopted airport rules and the relocation or termination thereof as herein provided.
- h. Unless otherwise provided by the City, operations of the Operator shall be conducted on one area of sufficient size to accommodate services for which the operator holds a lease allowing for future growth and additional services as contemplated by the City, or the applicant, at the time of application, to the extent however, that space is available at the Airport.

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- i. For an Operator to qualify for approval, it must have available sufficient operating funds to conduct the proposed business.
- j. An Operator shall cooperate with the City in the operation, management and control of the Airport and shall do all things reasonable to advance or promote the Airport and aeronautical activities thereon and to develop the Airport into an attractive, efficient and modern facility.
- k. All complaints against any Operator ~~for violation of these regulations and standards~~ minimum standards and the duly adopted airport rules shall be filed with the City and made in writing, signed by the party submitting the complaint and specifying dates, times, and witnesses, if any.
- l. The Operator agrees to indemnify, defend, and hold the City, its authorized agents, officers, representatives, and employees from and against any and all actions, penalties, liability, claims, demands, damages, or loss resulting from claims or court actions, whether civil, criminal or in equity, and arising directly or indirectly out of acts or omissions of the Operator, its agents, employees, servants, guests, or business visitors.
- m. To guarantee performance of paragraph (l.) above, the Operator shall secure, at the Operators' expense, public liability and property damage insurance on which the City shall be named as an additional insured. Such policies of insurance shall be maintained in full force and effect during all terms of existing leases and agreements or renewals or extensions thereof. Such policies shall be with an insurance company licensed to do business in the State of Utah. Copies of all such policies of insurance shall be delivered to the City and shall be held for the benefit of the parties as their respective interests may appear. The amounts of said insurance shall not be deemed a limitation on the Operator's liability to the City.
- n. The Operator shall furnish all services authorized or licensed by the City on a fair, and non-discriminatory basis to all users thereof and shall charge fair, reasonable and non-discriminatory prices for each unit of service; provided that the Operator may make reasonably and non-discriminatory discounts, rebates.
- o. The City may, at its discretion, terminate any lease or other agreement authorizing the Operator to conduct any services or businesses at the Airport, which said termination shall automatically revoke the Operator's lease, for any cause or reason provided in these rules and regulations, or by law, and in addition thereto, upon the happening of any one or more of the following:

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- (1) Filing of a petition voluntarily or involuntarily, for the adjudication of the Operator as bankrupt.
 - (2) The making of the Operator of any general assignment for the benefit of creditors.
 - (3) The abandonment or discontinuance of any permitted operation at the Airport.
 - (4) The failure of the Operator to remedy any default or breach of violations by it or its personnel in keeping, observing, performing, and complying with these ~~regulations and standards~~ minimum standards and the duly adopted airport rules and the terms, covenants, conditions in any lease or agreement entered into pursuant hereto on the part of the Operator to be performed, kept, or preserved, within thirty (30) days from the date written notice from the City has been mailed to delivered to the place of business of the Operator at the Airport.
 - (5) The failure to promptly pay to the City, when due, all rents, charges, fees and other payments which are payable to the City by the Operator.
 - (6) The Operator, or any partner, officer, director, employee or agent thereof commits any of the following:
 - (a) Repeatedly violates any of these ~~rules and regulations~~ minimum standards and the duly adopted airport rules; or
 - (b) Engages in unsafe or reckless practices in the operation of an aircraft on or in the vicinity of the Airport which creates a hazard to the safety of the Airport users, other aircraft, or the general public, or endangers property, or which could, if an emergency developed, foreseeable result in causing personal injuries or death to a person or damage to property; or
 - (c) Operates the business of the Operator in such a fashion as to create a safety hazard on the Airport for other Airport users, aircraft or property at the Airport, the general public or the Airport, or any pilots, students or passengers.
 - (7) The discovery that the Operator, through its application, supporting documents, statement before the City, has purposely misrepresented, misstated, falsified, or failed to make full disclosure of required information related to its application for an Operator lease agreement with the City.
- p. In the event of such termination, the Operator shall forthwith peaceably vacate the Airport and surrender possession of the premises to the City and cease and desist all business operations at the Airport. Should the Operator fail to make such surrender, the City shall have the right at once and without further notice to the Operator, to enter and take full possession of the space occupied by the Operator at the Airport by force

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or otherwise, and with or without legal process to expel, oust, and remove any and all parties and any and all goods and chattels not belonging to the City that may be found within or upon the same at the expense of the Operator and without being liable to prosecution or to any claim for damage therefore. Upon such termination by the City, all rights, powers and privileges of the Operator hereunder shall cease, and the Operator shall immediately vacate any space occupied by it under this agreement or any lease or leases and shall make no claim of any kind whatsoever against the City, its agents or representatives by reason of such termination or any act incident thereto.

- q. In addition to all other rights and remedies provided in these ~~regulations and standards~~ minimum standards and the duly adopted airport rules, the parties shall have any and all other rights and remedies at law or in equity, including the equitable remedy of injunction, to enforce these ~~regulations and standards~~ minimum standards and the duly adopted airport rules, to obtain compliance herewith and to impose the penalties herein provided.
- r. To the extent necessary to protect the rights and interest of the City or to investigate compliance with the terms of the ~~regulations and standards~~ minimum standards and the duly adopted airport rules, the Airport Manager or any authorized agents of the City shall have the right to inspect at all reasonable times all Airport premises together with all structures or improvements and all aircraft, equipment, and all licenses and registrations.
- s. The Operator shall park and store the aircraft used in its operations and its customer's aircraft on its assigned area only, unless arrangements for such parking with another Operator, the City or the Airport Manager are made.

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Section 4 Flying Clubs

All flying clubs desiring to base their aircraft and operate at the Cedar City Airport must comply with the applicable provisions of these rules and regulations. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein:

- a. The clubs shall be a nonprofit or not-for-profit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance, replacement, and improvement of its aircraft and equipment. Aircraft ownership and control shall be in accordance with one of the following structures:

- (1) Equity Clubs: Ownership of aircraft is vested in the name of the flying club or owned ratably by all of its members. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.).
- (2) Non-Equity Clubs: Ownership of the aircraft is vested in a third party entity and is leased to the club. The lease must be long term (at least 1 year) and fully exclusive to the flight club. The club must have all operational control, and the aircraft owner must be a member of the club to have flying benefits. A yearly base lease fee and hourly usage rate shall be established. The base lease fee is recommended to be 5% of the aircraft value.
- b. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall be permitted to do maintenance work on the aircraft owned by the club.
- c. The flying club, with its initial application, shall furnish the governing body the following: 1) a copy of its charter and by-laws, 2) its articles of association, partnership agreement or other documentation supporting its existence, 3) a roster, or list of members, including names of officers and directors, to be revised on a semiannual basis, 4) evidence of insurance which must be provided to the City and must demonstrate adequate coverage for all members, aircraft, and storage facilities within the flying club, 5) within the insurance policy include a hold harmless clause in favor of the City, its officers and employees. If at any time the insurance policy is canceled, the Club must file a written notice with the City ten days prior to the cancellation, 6) the club must also provide to the City the number and type of aircraft, and evidence that the aircraft are properly certificated, 7) evidence that ownership is vested in the club or an exclusive lease agreement, and 8) the operating rules of the club. Books and other records of the club shall be made available for review at any reasonable time when requested by the City or other representatives of the governing body.
- d. The flying club must abide by and comply with all Federal, State and local laws, ordinances, and regulations, including but not limited to the above referenced ~~regulations and standards~~ minimum standards and the duly adopted airport rules.
- e. Except when dealing with a club member, all flying clubs are prohibited from leasing or selling any goods or services whatsoever to any person or firm at the airport. However, said flying club may sell or exchange its capital equipment.

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- f. A flying club which repeatedly violates any of the above referenced ~~regulations and standards~~ minimum standards and the duly adopted airport rules, or permits one or more of its members to do so, will be required to terminate all operations.

Section 5 Independent Flight Instructors

Individuals desiring to perform as "independent" flight instructors and conduct flight training on a limited, part-time basis, and who have obtained appropriate certification from the ~~Federal Aviation Administration (FAA)~~, must comply with the applicable provisions of these ~~regulations and standards~~ minimum standards and the duly adopted airport rules. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein.

- a. Individual flight instructors with their initial application shall furnish to the City:
- (1) A copy of the applicable FAA certification documents;
 - (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
 - (3) A current address and telephone number.
- b. Independent flight instructors must abide by and comply with all applicable federal, state and local laws, ordinances, regulations, and these ~~rules~~ general standards and duly adopted airport regulations.
- c. Independent flight instructions are prohibited from selling or leasing any material goods or services in direct competition with existing Operator's on the airport other than those services directly related to the conduct of individual flight training.
- d. Independent flight instructors who repeatedly violate any of the foregoing will be required to terminate all flight training operations on the Airport to which this section applies.

Section 6 Personal Aircraft Sales and Leases

Nothing contained herein shall prohibit any individual or business from selling and/or leasing personal or business- owned aircraft at their discretion providing that all other applicable rules, regulations and minimum standards contained in this document are complied with.

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Section 7 Specialized Commercial Activities

a. Parachute Jumping: Any commercial parachute jumping clubs or organizations desiring to engage in parachute jumping onto the Airport must as a minimum provide the following:

- (1) Obtain the written permission of the Airport Manager.
- (2) Specify the hours and areas for the drop and issue a Notice to Air Mission (NOTAM) as appropriate.
- (3) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees. If the organization is a member of the United States Parachute Association, the coverage provided by membership in that organization is acceptable.

b. Casual Aircraft Mechanics: An individual desiring to engage in occasional commercial airframe or powerplant or specialized repair service, must provide as a minimum the following:

- (1) A copy of the applicable FAA certification documents;
- (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
- (3) A current address and telephone number.
- (4) A non-refundable annual fee is required to provide services on the airport.

Section 8 Helicopter/Rotorcraft Flight School Operating Protocols

These protocols establish operating procedures for conducting all helicopter/rotorcraft flight school operations at the Cedar City Regional Airport. These established procedures help ensure the safety of all aviation users at the airport while still providing an atmosphere where Flight Schools may accomplish student training objectives.

1. Landing or touching down with skids is not permitted on Runway 2/20.
2. Any operation on or over the Main Passenger Terminal and Air Carrier Apron is not permitted. This is a TSA Restricted Area.
3. Taxiway C, north of Runway 8/26 is closed for all helicopter/rotorcraft flight school taxiing
4. Taxiway C, parallel to the terminal apron is closed for all helicopter/rotorcraft taxiing while the terminal apron is occupied by commercial service aircraft.

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In this document and in the rules document you have various insurance requirements for various activities. Please make a spreadsheet or list showing the required insurance amounts and why they are required. I can send this information to URMA and ask for an opinion as to adequacy of the limits. I don't think we have updated these in quite some time. It is at least worth a look to see if we are still in the ballpark for the amounts we require.

Commented [TG42R41]: Paul,

Sounds good, I will provide this list to you.

5. Helicopter flight school operations are not permitted above the Air Tanker Center located on the north end of Taxiway C due to frequent air and ground operations at the Tanker Center. Taxiway A & C north of Runway 8/26 may be closed during active fire season at the airport manager's discretion.
6. Run-on or Slide-on landings will only be accomplished on Taxiway A, south of Runway 8/26. **At no times will Run-on or Slide-on landings be accomplished on any other airport paved surface.** Avoid runway landings during the time commercial aircraft are parked at terminal.
7. Hover practice will be limited to the following locations (space permitting):
 - a. Runway 8/26 (west of Runway 2/20)
 - b. Helipad
8. All flight operations should be over a paved airport surface. When it might become necessary to operate over any unpaved surfaces, pilots will air taxi above 25 feet AGL and above 20 KIAS.
8. A maximum of three helicopter/rotorcraft aircraft will be permitted for pattern training on the east side at any given time. Maintenance flights will also fly on the east side. Only IFR training flights will be allowed on the west side, and their flight pattern must stay between runway 2/20 and Lund Highway.
9. All helicopter/rotorcraft aircraft will utilize traffic patterns established by Airport Management. Fixed wing patterns are on the west side of the airport (right downwind Runway 20). Helicopter patterns are on the east side of the airport (left downwind Runway 20). Outbound departures to the west will follow SR-56. Inbound arrivals from the west will be north of the end of runway 2/20. All other inbound and outbound flights will use the east side. Operators should consult the Airport Facilities Directory or Airport NOTAMS for the latest operational information.
10. During airport snow removal operations, airport runways and taxiways may not be available for use.
11. All flight operations must avoid the Glide Slope Critical Area and Automated Weather Observation Site, both on the west side of Runway 2/20.
12. When fixed wing aircraft are present in the Cedar City Regional Airport airspace, all helicopter traffic will vacate the established primary runway 2/20 and discontinue use of this runway.

13. All helicopter parking must be in locations approved by airport management.
14. All personnel must be familiar with the Airport Rules and Regulations and Minimum Standards.
15. At no time is equipment allowed to be parked on an airport common use area which includes all runways, taxiways and parking aprons.
16. All pedestrian traffic and traffic to and from aircraft will only be allowed on designated paths defined by Airport Manager.
17. All rules and regulations apply to all students and instructors and other flight operations.

Noise Abatement Protocols

All efforts should be made to avoid community/county residential areas for all helicopter operations. To improve the quality of our environment, it is imperative that every pilot minimize noise irritation to the public. The following are several techniques which should be employed when possible.

1. Avoid flying over outdoor assemblies of people. When this cannot be avoided, fly as high as practical, preferably over 2000 feet Above Ground Level (AGL).
2. Avoid blade slap. Blade slap generally occurs at airspeeds below 100 KIAS. It can usually be avoided by maintaining 100 KIAS until rate of descent is over 1000 FPM, then using a fairly steep approach until airspeed is below 65 KIAS. With the right door vent open, the pilot can easily determine those flight conditions which produce blade slap and develop piloting techniques to eliminate or reduce it.
3. When departing from or approaching a landing site, avoid prolonged flight over noise-sensitive areas. Always fly above 500 feet AGL and preferably above 1000 feet AGL.
4. Repetitive noise is far more irritating than a single occurrence. If you must fly over the same area more than once, vary your flight path to not overfly the same buildings each time.
5. When overflying populated areas, look ahead and select the least noise-sensitive route.

NOTE:

The above noise abatement procedures do not apply where they would conflict with Air Traffic Control clearances or instructions or when, in the pilot's judgment, they would result in an unsafe flight path.

Section 9 Civil Rights

All airport operators, leases, and concessions are subject to the airport's Title VI Civil Rights plan. A current copy of the plan can be found on the airport's website or in the airport manager's office.

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CHAPTER IV

AIRPORT LEASE POLICY

Section 1 Lease Term

The maximum term for any City-owned facilities shall be five (5) years, with additional five-year (5) extension options when agreed to by all parties. The initial term for raw land shall be twenty (20) years with 5-year (5) options subject to re-negotiation. Additional lease extensions beyond the 5-year (5) options shall be considered as per the individual lease terms. On raw land leases, tenant shall be given one (1) year to obtain building permits or lease will become void.

A lease initiation fee must be paid to the City before the lease is written and executed. The lease initiation fee will secure the proposed lease agreement and a lease must be executed within one-hundred twenty (120) days after payment unless any delays are at the fault of the City. After one-hundred twenty (120) days the proposed lease will be available to anyone under the same terms. Lease initiation fees are non-refundable unless the lease is executed and are set at a rate determined in the City Council Approved Fee-Schedule.

All airport tenants must provide the Airport Staff twenty-four (24) hour a day / seven (7) days a week access to any facility built on the base Aircraft Inventories, FAA requested searches for missing aircraft, and facility inspections.

Section 2 Lease Rate

Rate will be determined based on the following factors:

- Prevailing consumer price index (CPI)
- Per square foot area
- Rates for like facilities or land in the local area
- Apron/taxiway access
- City Council approved rates/fee structure

Lease Rates are approved by the City Council and are adjusted per terms of the lease agreement.

Section 3 Utilities

1. Use of City supplied utilities in common areas will be reflected in the lease rates.
2. Unique utilities required in common areas will be the responsibility of tenant.
3. Hook up and cost of utilities to buildings constructed on leased city land shall be the responsibility of the tenant.
4. Unless otherwise provided in the lease agreement with the City, the Operator shall, at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, ramps, tie-down area, taxiways, fences and all other facilities and improvements requested or approved by the City as part of the lease for the Operator to carry on the activities or services authorized by the City.
5. The Operator shall promptly pay, when due, all charges for water, sewer, power, telephone service and all other utilities and services supplied to the operation at the Airport; and all wages or salaries and all rentals, fees and payments to the City.

Section 4 Facility Maintenance

1. Tenant will be responsible for proper upkeep of the facility. Uncommon wear or breakage will be the responsibility of the tenant.
2. Normal wear or failure of such items as plumbing, fixtures, carpets, integrity of the roof, paint etc. which were part of the original lease agreement shall be the responsibility of the lessor.
3. Tenant may opt to make necessary repairs of lessor's maintenance responsibilities for ~~lease~~ payment credit with lessor's approval. In such cases a detailed breakdown of cost by category (labor/materials) shall be submitted to the lessor for approval prior to repair start. The lessor may accomplish such maintenance/repair if that option will result in a financial benefit to the lessor.

Section 5 Construction/Modifications to a City Owned Facility

1. Plans and specifications and an FAA 7460-1 Form for any construction required or ~~approved~~ by the Operator shall be submitted to the City for review and approval within sixty (60) days from successful negotiations of a lease agreement, and construction thereon shall commence within sixty (60) days from the City's Approval of the plans and specifications. The deadlines

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provided in this paragraph may be extended by the City for a good cause upon the request of the Operator. All construction shall comply with applicable building codes and other ordinances and the proper permits, including fees, shall be secured and paid for by the Operator.

2. If the proposed modifications to the facility under lease are deemed to be in the best interest of the lessor, the cost of such modifications will be shared by the tenant and lessor at a ratio negotiated for each specific project.

3. In the event proposed modifications are not deemed to be in the interest of the lessor, the modifications can be made with approval of the lessor, however, the cost of such modifications shall be the responsibility of the tenant.

4. Any modifications made to the facility by either No. 1 or 2 above shall not be removed at lease end without approval of the lessor.

5. Modifications to the facility required to meet safety codes, building codes, or handicapped access codes will be the responsibility of the lessor, given that the use requiring such modifications is agreed to and is part of the original intent of the lease agreement. Otherwise the cost of such modifications shall be the subject of negotiation.

CHAPTER VI

DEVELOPMENT STANDARDS

Section 1 Purpose:

Development standards promote consistent architectural design, site planning and visual appearance of hangars constructed at the airport. Development standards ensure new hangar development will be constructed in accordance with FAA regulations and Advisory Circulars along with local regulations relating to public health, safety, and welfare. Development standards also guarantee that future hangar development will be designed and constructed in a manner that will enhance both existing and future development.

Section 2 Development Standards:

Development standards are implemented for use in the design of hangars and other structures built at the Cedar City Regional Airport. They do not replace local building and fire codes that are implemented by local city, county, state, and federal entities. They do, however, supersede city ordinances when the hangar property is completely within the airport property boundary and the site does not border a city street. All engineering standards for utilities are strictly enforced on any airport development. It is the responsibility of the tenant to meet all codes and standards required. Development standards apply to both proposed hangar development and existing hangar modifications. All improvements to a site accomplished to comply with any

City ordinance, this document, or any other Code shall be the responsibility of the Tenant.

Section 2.1 Site Plan Review / Permits:

- a. Pre-Design: Prior to the hangar site planning and design, the tenant or the designated representative will meet with the airport manager to discuss the following pre-design requirements.
 1. Lease agreement terms and conditions
 2. Lot location for the proposed hangar
 3. Development standards
 4. Construction document requirements
 5. Building Plans
- b. Construction Documents: The tenant or designated representative shall prepare and submit an "Application for Raw Land Lease" to the airport manager at least 7 days prior to the Airport Board meeting where action is required.
- c. FAA Review: The tenant is responsible for submitting a Notice of Proposed Construction form 7460-1 to the FAA for approval. The Airport Manager will offer assistance to the tenant if requested. Form 7460-1 permits can take **ninety (90) days** or more to process and approve. No building permit will be issued until FAA approval of 7460-1.
- d. Permits: The tenant is responsible for obtaining all applicable building permits. All permits shall be obtained before the start of construction. The Airport Board must approve all construction plans prior to issuance of any building permit. Reviews will be accomplished using guidelines in Chapter VI, Section 2.2 through 2.5.
- e. Survey: Tenant will be responsible to hire an engineering firm to survey the desired location and provide a legal description to the Airport for the lease documents. The work performed shall be paid at the tenant's expense.

Section 2.2 Setbacks:

Setbacks from object free areas and property lines are required to enhance the safety of aircraft operations on taxiways and taxi-lanes and to allow access for emergency vehicles. All setbacks shall conform to both local city zoning ordinances, FAA Advisory Circulars, and this document. The site plan shall show the location and dimension of all object free areas on impacted taxiways or taxi-lanes. The following hangar development setbacks apply:

- a. Hangars erected at the Cedar City Regional Airport shall have a non-airside side yard setback of no less than 7.5' from an adjoining lease line.

- b. Hangars will be located outside the established taxiway/taxilane object free area.
- c. Hangars shall have a minimum setback of 20' from any public street, airport road or city right of way.
- d. Hangars facing a major access taxiway shall have a setback of no less than that of the longest dimension of the largest aircraft that can be stored in the hangar from the object free area.
- e. The rear setback shall be determined by the specific site location and constraints in the area. Hangars in the development area south of the BLM shall have a rear setback to the center of the utility easement.

Section 2.3 Height Restrictions

The overall height of the structure shall be commensurate with other proximate structures, depending on use and aircraft size. Under no circumstances will any structure be permitted to exceed a height that would make it an obstruction under Federal Aviation Regulation (FAR) Part 77, as depicted on the FAA-approved Airport Airspace Drawing.

All applications for development must include a completed and approved FAA Form 7460-1, Notice of Proposed Construction or Alteration.

Section 2.4 Hangar Size

All hangars shall meet the minimum square footage established for the airport. The minimum hangar size established in these standards may be reduced, or modified where the proposed site does not have adequate width or depth or to accommodate a utility easement.

- a. Hangars constructed at Cedar City Regional Airport shall be a minimum of three thousand six hundred (3,600) square feet.
- b. Hangars shall be sized and shaped to adequately and safely store the proposed aircraft. The proposed hangar size, shape, and use must be consistent with the Airport Master Plan and Airport Layout Plan for the proposed location unless unusual circumstances allow for exception.

Section 2.5 Architecture

Hangars erected at the Cedar City Regional Airport shall meet all applicable building codes, including fire, electrical, and plumbing, etc. The proposed hangar will be reviewed by the airport manager and the Airport Advisory Board to determine compatibility with the Airport Master Plan and Airport Layout Plan. The proposed hangar will also be reviewed by the project review committee in accordance with their development checklist.

- a. Exterior Wall Finishes: All hangars shall have a façade of masonry, concrete, powder coated metal or a combination of these materials. Other

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materials may be used if approved by the Airport Board, the Fire Marshal, and the Building Inspector.

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- b. Exterior Color: All exterior surface colors shall be compatible with that of the surrounding area as determined and approved by the Airport Board. The tenant shall submit a sample of the colors selected as part of the "Application for Raw Land Lease" for approval.
- c. Configuration: All hangar structures shall be totally enclosed. No open sided structures shall be permitted with the exception of shade covers. Metal shade covers may be built in designated areas with the approval of the Airport Advisory Board. Airport Advisory Board.
- e) Exterior: All exterior surfaces shall be of new material, pre-finished aluminum, steel, or decorative masonry. No painted wood, unfinished materials or excessive glass walls will be permitted. No used or damaged/salvaged materials will be allowed.
 - i. Building glazing shall not cause glare or reflections that will interfere with airport operations or ground circulation. Windows or large areas of glass shall be oriented and/or treated to avoid reflections which could distract pilots landing or taking off.
 - ii. All new construction shall be of high quality and utilize materials and finishes which will maintain their appearance with low maintenance.

Section 3 Paved Access

The tenant shall provide paved access from the aircraft door of the hangar to the existing apron, taxilane or taxiway edge. The pavement strength and materials shall be designed to current airport engineering and FAA standards. The first five feet in front of the hangar door shall be concrete for the entire front of the building.

Section 4 Storm Water Systems

Storm water systems shall be designed to current city engineering standards. No storm drainage system will be allowed under buildings. All roof drains shall be connected to a storm drainage system.

Section 5 Signs

Signs are permitted in accordance with Cedar City signage standards. All signs must be approved by the building inspector and Airport Manager. No lighted signs are permitted on airside of airport.

Section 6 Lighting

Within the non-airside property boundaries, lighting may be used to illuminate buildings, landscaping, signs and parking provided the lighting is adequately shielded from public streets and the airfield. If hangar apron lighting is necessary, lighting fixtures must be attached to the façade of the hangar and adequately shielded from the airfield.

Section 7 Landscape

All landscaped areas shall conform to the existing landscape ordinances. Plant materials that attract birds and other wildlife are not permitted. Trees are not permitted. Existing trees will be allowed to remain until the tree becomes a wildlife attractant, at which time the tree will be removed. Xeriscape is highly recommended. The hangar landscape design shall be submitted to and reviewed by the airport manager and the city building inspector to ensure that all landscaping will conform to existing landscape ordinances and FAA height restrictions.

Section 8 Sidewalks

If the proposed hangar borders landside airport property, or a public street, where city standards require a sidewalk, the tenant is responsible for the construction of the sidewalk and curb/gutter along the property line bordering the landside property or the public street unless a sidewalk is already existing.

Section 9 Parking

Parking shall be designed in accordance with local city parking ordinances and ADA standards. Pavement, curb and gutter shall be designed to meet current Cedar City engineering standards and local city codes. Pavement, curb and gutter shall not be required on lots that are completely within the airport property boundaries. Owners and visitors of/to the hangar lots that are completely within airport property boundaries will park their vehicles within their lot and/or hangar at all times. For hangars constructed on either the 1400 or 1500 North Taxilanes, the parking of vehicles or equipment between the front of the hangar and the taxilane is not permitted.

Section 10 Outdoor Storage

Outdoor storage areas, dumpsters, loading/unloading areas, roof equipment will be screened with the same architectural style as the hangar or as approved by the project review team.

Section 11 Utilities

The tenant shall negotiate for utility service with each individual utility company.

Section 12 Temporary Buildings

Temporary buildings such as trailers are subject to approval by the building inspector and must be in compliance with city ordinance. Temporary buildings must be constructed of materials that have an exterior color that compliments the surrounding area.

Section 13 Snow Removal

The airport staff will plow snow in front of the hangar area within ten feet of hangar doors when the hangar is adjacent to a common use apron. The City will not be responsible for any possible damage to hangars or aprons including cracks or chipped concrete resulting from the snow removal. All snow removal operations are subject to the priorities established in the Airport Snow Removal Plan. Hangar aprons are the lowest priority. Hangars that are adjacent to a taxiway will be plowed to the edge of the taxiway. All other snow removal shall be the responsibility of the tenant.

Section 14 Refuse

No storage of waste, refuse material, aircraft parts, vehicles or equipment shall be permitted outside the hangar.

Section 15 Fencing

Security/Wildlife fencing shall be required on all properties that are located on the airport boundary. Fence construction shall meet FAA and City specifications. Properties that are totally within the airport boundary will not be fenced. Temporary fence panels may be allowed on these properties at the discretion of the airport manager.

Section 16 Office and Apartments in Hangars

Hangar Owners are allowed to install offices, kitchens and restrooms in their hangar, which may be used only for aviation purposes. The hangar may not be used for overnight stays or for any residential or non-aviation related activity.

Section 17 Construction Standard

All construction must be accomplished in a timely manner. A representative of the airport reserves the right to inspect and reject any phase of the construction. A detailed drawing of the proposed hangar must be submitted to the Airport Board for approval before building permit can be issued.

Prior to the start of construction, a pre-construction meeting shall be held with the tenant, the head contractor, and the airport manager or his/her designee to discuss all applicable rules and regulations for construction. Additionally, a construction timeline must be provided to the airport. The tenant has the responsibility to schedule the pre-construction meeting with airport staff.

All construction must minimize impacts to the use of the airport and the safety of flight. All vehicles, construction equipment, and materials must be stored in the designated areas discussed in the pre-construction meeting and must be clear of all aircraft movement areas, safety areas, object-free areas, and Part 77 airspace, unless approved by the airport manager or his/her designee.

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All construction debris must be kept to a minimum and all refuse must be disposed of properly. The project must include foreign object debris (FOD) prevention and cleanup procedures. Any FOD generated from construction must be cleaned up by the tenant as soon as possible and not to exceed 24 hours.

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Dust control procedures must be implemented for the duration of the construction project. Dust control measures apply to any construction site where major soil disturbances or heavy equipment construction activities—such as clearing, excavation, demolition or excessive vehicle traffic occur.

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Section 18 Clean up and Reclamation

The tenant shall haul all excess gravel and topsoil material from the site to an alternative location on the airport as so directed by the Airport Staff. A clean up and reclamation deposit is required. These funds must be placed on deposit with the City before any construction begins. If all cleanup and reclamation is completed by the tenant to the satisfaction of the airport staff, the entire deposit will be returned. If this work is not completed within 14 days after the issuance of a certificate of occupancy, the airport shall have the right to complete the work or contract it out and utilize the tenant's deposit as payment. The remaining deposit (if any) shall be returned to the tenant. If the amount deposited is not sufficient to pay for the required reclamation and clean up, the tenant agrees to pay any additional charges.