

Cedar City

10 North Main Street • Cedar City, UT 84720
435-586-2950 • FAX 435-586-4362
to www.cedarcityut.gov

Mayor
Garth O. Green

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

City Manager
Paul Bittmenn

CITY COUNCIL WORK MEETING
AUGUST 6, 2025
5:30 P.M.

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street. 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 Comments
 - Animal Adoption Event. Brittany McCabe & Darin Adams
- IV. Public Agenda
 - Public Comments

Business Agenda

Public

1. Consider the appointment of James Jetton to the CATS Board. Mayor Green
2. Consider an ordinance changing a street name from "Old Highway 91". Dan Roberts/Randall McUne
3. Public hearing to consider a long-term lease for city properties at approximately 304 North 100 East. Heather Carter/Randall McUne
4. Public hearing to consider a long-term lease for city property at approximately 62 North 900 East. Tom Jett/Randall McUne
5. Public hearing to consider zone changes from AT to Residential Estate (RE) and Mixed Use (MU) for properties located in the Iron Horse Residential Development Overlay, in an area ranging from approximately 800 South to 1950 South and 2600 West to 3500 West, being located mostly north of the Saddleback Ridge Subdivision. Leavitt Land/Randall McUne
6. Approve replacement board member for the Courtyards at Shurtz Canyon PID. J Tyler King/Randall McUne

Staff

7. Consider Personnel Policy changes. Natasha Hirschi
8. Closed Session – property negotiations & reasonably imminent litigation

Dated this 4th day of August, 2025.

Renon Savage, MMC
Cedar City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 4th day of August 2025.


Renon Savage, MMC
Cedar City Recorder

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

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

CEDAR CITY COUNCIL

AGENDA ITEM – 3

TO: Mayor and City Council
FROM: City Attorney
DATE: August 4, 2025
SUBJECT: Request for a long-term lease at approximately 250 North 100 East (east of Main Street Park)

DISCUSSION:

Travis and Heather Carter, DBA Local Roots Foundation, have requested this public meeting to request a long-term lease for the City's property at approximately 250 North 100 East, across 100 East from Main Street Park. I have included a rough draft of the proposed contract for your consideration. The contract is essentially a hybrid of a relatively recent lease agreement with Development Team and the previous agreements used with Tom Jett for the land near and including MCO Tires. A few things to consider.

First, the Carters are requesting a lease rate lower than a market rate. I will leave to them the justification for the lower rate. You always have the authority to place additional conditions on properties the City leases, but the lower rate justifies additional conditions related to the public good (i.e., if we're going to charge less, then we can demand more for the public good).

Second, the Carters are asking for a 25-year term, which might be longer than you want to guarantee when the use they intend is a bit untested in Cedar. You could consider a shorter initial term (e.g., 10 years) with the ability to renew if both parties agree.

Finally, the Carters' intended use may conflict with uses at Main Street Park. I included a term requiring prior permission from Leisure Services before amplified sound systems can be used, but the Council may wish to discuss other possible conflicts, including traffic and competing food trucks during Main Street Park events (e.g., the Renaissance Fair).

Please consider whether to lease this property to Local Roots Foundation and under what terms or to decline to lease the property.

LEASE AGREEMENT

This Lease Agreement is entered into on the date all parties have signed the Agreement below, between Cedar City Corporation, a Utah municipal corporation and political subdivision, hereinafter referred to as "City"; and Local Roots Foundation, a domestic nonprofit corporation, hereinafter referred to as "Foundation." City being the Lessor and Foundation being the Lessee. Collectively Foundation and City shall be referred to as the "Parties".

WHEREAS, City owns approximately 2.05 acres of property located on Iron County Parcel IDs: B-0847-0000-0000 (approximately 0.16 acres), B-0847-0002-0000 (approximately 0.39 acres), B-0846-0000-0000 (approximately 0.40 acres), B-0845-0002-0000 (approximately 0.27 acres), B-0845-0000-0000 (approximately 0.33 acres), and B-0846-0001-0000 (approximately 0.50 acres) located in Cedar City, Utah, and hereinafter collectively referred to as "the Property"; and

WHEREAS, the properties are currently vacant and mostly unused by City; and

WHEREAS, Foundation desires to use the property for seasonal farmers markets, a food truck court, a demonstration garden including green houses, and other special events; and

WHEREAS, Foundation has requested City to enter into a lease whereby Foundation can use the Property according to the terms of this Lease Agreement, hereinafter referred to as "Lease"; and

WHEREAS, it is the express intent of Foundation and City that this Lease supersedes all

prior written or oral agreements related to the lease of the Property.

NOW THEREFORE, Foundation and City agree that adequate consideration exists to support the formation of this Lease. Foundation and City enter this Lease with the intent of documenting the terms of the lease of the Property and setting forth each Party's responsibilities.

ARTICLE 1

PURPOSE AND SCOPE

1. City, the fee simple owner of the Property, intends through this Lease to convey to Foundation a leasehold interest in the Property. The leasehold interest is strictly limited to the terms of the Lease contained herein, and at no time will Foundation interpret its leasehold interest to extend beyond the terms of this Lease.
2. Foundation shall have the sole and exclusive right to lease the Property. The Property shall be used by Foundation for the sole purposes of seasonal farmers markets, a food truck court, a demonstration garden including green houses, and other special events.

ARTICLE 2

LEASED PROPERTY

1. The City property to be leased to Foundation pursuant to the terms and conditions of this Lease shall consist of the Property as depicted in Exhibit A.
2. This shall be the area within which Foundation shall operate its events and food truck court.
 - a. This Lease contemplates Foundations's use of the Property in an as is condition without further cost to City.

b. City leases to Foundation access to the Property. By entering this Lease, City is not limiting its own ability to access the Property to maintain any existing utility lines, infrastructure, and Coal Creek.

ARTICLE 3

CONSTRUCTION

1. Foundation will be the sole entity responsible for the construction and development of all improvements on the Property including but not limited to any fencing, parking surface, and improvements to operate events and the food truck court.
2. Construction of the improvements on the Property shall comply with all applicable laws, ordinances, building codes, fire codes, engineering standards, and all other regulations generally applicable to construction in Cedar City. There will be no waivers of any of these regulations by City.
3. Failure to use the Property within two (2) years of the signing of this Lease or for a period of two (2) consecutive years shall constitute a material breach of this Lease.
4. Foundation is responsible for the cleanup of all construction refuse which results from any improvements on the Property and from all activities and events. All cleanup must be accomplished within fourteen (14) days of completion of improvements and within two (2) days of any events. If cleanup is not accomplished by Foundation, City may at their choosing perform the cleanup and add the costs for the cleanup service to the next month's rent.
5. The design of the fence to be constructed on the Property by Foundation shall first be approved by City as to size, location, design, and materials used. Foundation and City will

use good faith efforts to ensure that the fence's size, location, design, and materials used are in harmony with the surrounding properties.

ARTICLE 4

RENT

1. City shall lease the Property to Foundation for a period of twenty-five (25) years commencing on September 1, 2025, and expiring on August 31, 2050, unless sooner terminated or extended as provided by this Lease.
2. For the original 7-year period, the parties stipulate and agree to the sum of \$100.00 per year to be paid on or before September 1st of each year. For the remaining years of the lease, rent will be the greater of 4% of revenue or 4% of the fair market land value (according to Iron County Assessor), paid on a pro-rated monthly basis (monthly in advance on the first day of the month). Parties agree that the property value shall be reassessed every five (5) years, and revenue shall be determined by the immediately preceding tax year.
3. Past Due Rent Charges. Foundation hereby acknowledges that late payment by Foundation to City of the rent, or other sums due hereunder will cause City to incur costs not contemplated by this Lease. Accordingly, if any sum due from Foundation shall not be received by City within 20 days after Foundation's receipt of written notice that such payment is delinquent, then said amount shall be deemed past due, and Foundation shall pay to City on such delinquent balance at an interest rate per annum equal to 3% in excess of the prime rate.
4. In addition to the base lease amount, Foundation will be required to pay all its own costs to construct, operate, and maintain the Property. Foundation will also pay its own utility costs

which include but are not limited to gas, electricity, water, power, and other utility services used in or about or supplied to the Property.

5. Upon the termination of the twenty-five years, no option to renew will be provided.

ARTICLE 5

FIXTURES AND PERSONAL PROPERTY

1. Upon termination of the lease, City shall be the owner of all fixtures.
2. If this Lease is terminated or not renewed, Foundation shall have sixty (60) days to remove all of its personal property and equipment from the Property. Any property or equipment not removed shall forfeit to City.

ARTICLE 6

LIABILITY AND INSURANCE REQUIREMENTS

1. Foundation shall maintain its own worker's compensation insurance policy in accordance with the laws of the State of Utah. Prior to taking possession of the Property, Foundation shall provide City a copy of an insurance certificate showing Foundation has adequate worker's compensation insurance to meet Utah's statutory requirements. The worker's compensation insurance policy must be in place for the life of this Lease.
2. Foundation shall indemnify and hold harmless City, its elected and appointed officials, its employees, agents, and assigns from any and all injury to persons or property caused by negligence in the use of the Property, the access to the Property, or any of Foundation's facilities located on the Property.

3. Foundation assumes liability for and agrees to indemnify City for and against any and all liability, including attorney's fees, of any nature imposed upon, incurred by, or asserted against City which in any way relates to or arises out of the activity or presence upon the Property leased by City to Foundation, its servants, employees, agents, sublessees, assignees, or invitees. This is intended to include injury to persons and property of third parties as well as injury or damage to City's utility lines, infrastructure, and surrounding improvements.
4. Prior to beginning operation, Foundation shall provide City with an insurance certificate naming City as an additional insured. The insurance certificate shall include at a minimum one million dollars (\$1,000,000.00) of general liability coverage per incident and four million dollars (\$4,000,000.00) aggregate. All other coverages shall be at standard industry rates. Foundation will provide a copy of this insurance certificate to City. Foundation will be required to purchase such additional insurance or umbrella coverage so that the coverage meets or exceeds the liability caps for the year in which they will be in operation.
5. During the course of any construction, in addition to the general public liability insurance, Foundation shall carry builder's risk insurance, including fire and extended coverage. During construction, Foundation will carry or will cause its general contractor to carry worker's compensation insurance as to all persons who work on the Property.
6. Foundation acknowledges its affirmative duty to notify the City if at any time their liability and insurance coverage expires. Foundation agrees to use its best efforts to renew or replace its insurance coverage so there are no lapses of insurance as contemplated by this Lease.

ARTICLE 7

PERMISSIBLE USE OF THE PROPERTY

1. Foundation agrees as a condition of this Lease and to the use and occupancy of the Property that Foundation shall at all times use the Property for the primary purposes as stated above.
2. Foundation agrees to notify City in writing of any intended change of the purposes and use of the Property prior to any such change being made by Foundation. Any such change in purposes and use shall be first approved by City. City shall promptly review the proposed change and shall consent in writing to the proposed change if such change is consistent with the purposes set forth in this Lease.
3. Foundation assumes all the risk that its buildings, materials, and equipment may be stolen, damaged, or otherwise injured by storing its equipment on the Property. No bailment is created, and City shall have no duty to protect Foundations's property beyond the level of service provided to every other citizen and business in town.
4. Hazardous Substances. Foundation shall not use, produce, release, dispose, or handle in or about the Premises any Hazardous Substance except in compliance with all applicable Environmental Laws. Environmental Laws refers to any federal, state, or local statue, ordinance, rule, regulation, or guideline pertaining to health, industrial hygiene, or the environment, including the federal Comprehensive Environmental Response, Compensation, and Liability Act. Hazardous Substance shall mean all substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under any Environmental Law.
5. Prior to storing or using any hazardous materials on the Property, Foundation shall inform City and the Cedar City Fire Department of the type and quantity of hazardous material as well as information contained in the relevant material safety data sheets. City reserves the

right to disallow the use or storage of any hazardous materials within the Property. City shall not unreasonably withhold its consent to use such materials that are necessary for use of the property.

6. Foundation shall maintain a clean premise and shall not allow the accumulation of waste or garbage.
7. Foundation shall take reasonable precautions to prevent pollution or deterioration of the Property which may result from exercising the privileges granted pursuant to this Lease.
8. Foundation shall not permit any part of the Property to be used for any unlawful purpose or for any purpose or use that may constitute a nuisance or fire hazard.
9. Any lighting constructed on the Property shall be installed in a manner as to not create a nuisance for surrounding property owners.
10. Foundation agrees that its use may not interfere with uses at the City's nearby properties, namely Main Street Park and the Library. Prior to the use of any sound amplification system, Foundation shall notify and seek consent from City's Leisure Services Director of the date and time of the intended use. City's Leisure Services Director shall have fourteen (14) days to either consent or deny the requested use. Failing to respond within fourteen (14) days shall constitute a denial of the requested use. If Foundation disagrees with a denial of said request, Foundation may seek consent from the City Council at a public meeting.
11. Neither Party is required to provide parking for the other Party's events. Foundation shall provide adequate parking for its uses. Said parking shall be hard-surfaced to the extent required by City Ordinance. Any remaining parking need not be hard-surfaced but shall be constructed of all-weather materials.

ARTICLE 8

TAXES AND ASSESSMENTS

1. Foundation, in addition to the rentals provided for herein, shall pay when due (and before delinquency) all taxes, assessments and charges upon the Property, and upon buildings, improvements and property thereon, which are assessed or charged at any time during the term by Iron County. Foundation shall have the right at all times to protest any assessments of taxes or other assessments or charges, but the taxing entity may require Foundation to deposit any sums in dispute to ensure payment in the event that any protest is unsuccessful.
2. Foundation shall maintain all appropriate licensing as well as collecting and paying all appropriate taxes. This includes, but is not limited to, obtaining a city business license.

ARTICLE 9

MORTGAGES AND ENCUMBRANCES

1. Foundation covenants that it shall not mortgage or otherwise encumber this Lease (including Foundation's leasehold estate in the Property and any improvements made thereon). Any violation of this covenant shall be subject to provisions of Article 12, Default and Enforcement, of this agreement.

ARTICLE 10

SIGNAGE

1. Foundation may not, without the City's consent, place or erect any sign on the Property. Such sign installation shall not adversely affect or damage the Property, nor detract from the

overall harmony of the Property and adjoining properties. All such signs must conform with the codes and regulations of City. At the termination of this Lease, any such signs may be removed at the City's request by Foundation at Foundation's own expense.

§ 8-10 (b) which to paragraphs as contained in this lease with § 8-10 (b) which includes the following language: **ARTICLE 11**

SUBLEASING AND ASSIGNMENTS

1. Foundation shall have the right to assign this lease or to sublet the whole or any part of the Property subject to the terms herein. Notwithstanding any assignment or subletting, Foundation shall nevertheless remain liable to City for the full payment of rent, and for the performance of all other covenants to be performed by Foundation for the remainder of the term in which such assignment or subletting is made and all extensions thereof. Prior to any assignment or subletting, Foundation shall notify City of its intent to do so and shall provide to City the name, address, and most recent financial statement of the proposed assignee or sublessee. City shall have 30 days after receipt of such information to grant or deny its consent, but City shall not unreasonably withhold such consent. If City shall neither approve or deny such request within the required time period, City shall be deemed to have denied such request. City shall not withhold its approval of the sublease or assignment based upon the proposed use so long as it shall be in compliance with this Lease and applicable laws and ordinances.

ARTICLE 12

DEFAULT AND ENFORCEMENT

1. Failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements and provisions of this Lease on the part of Foundation or City for a period of thirty (30) days after notice shall be considered default, except that if any default is not susceptible of being cured within thirty (30) days, either party shall be permitted an extension of thirty (30) days to cure such default, provided they commence promptly and proceed diligently and in good faith to cure such default within the thirty (30) day extension period.
2. In the event of any such default by Foundation, and at any time thereafter City elects to terminate this Lease upon a specified date not less than thirty (30) days after the date of serving such notice, this Lease shall then expire on the date so specified as if the date had been originally fixed as the expiration date of the term, unless such default shall be deemed waived by instrument in writing signed by City, or cured by Foundation before the expiration of the period specified in the notice of termination of this Lease served on Foundation.
3. In the event of City's default, and at any time thereafter, Foundation may, upon written notice to City, be entitled to the following:
 - a. All rights and remedies available at law or in equity, said rights and remedies to be cumulative; and
 - b. The option of terminating the Lease without further liability, upon thirty (30) days' notice filed by Foundation to City.
4. In the event that this Lease shall be terminated as provided by this Article, or otherwise, or in the event that the Property, or any part thereof shall be abandoned by Foundation, two (2) years with no public events on the Property without notice shall be deemed abandonment, the City may immediately or at any time thereafter, re-enter and resume possession of the

Property or any part thereof, and remove all persons and property therefrom, either by a suitable action or proceeding at law, or by any other lawful means. No re-entry by the City shall be deemed an acceptance of a surrender of this Lease or a liquidation or satisfaction to any extent whatsoever of Foundation's liability to pay rent and additional rent as herein provided.

5. In the event that this Lease is terminated by reason of default, or if the Property shall have been abandoned, whether or not the Property is re-let, the City shall be entitled to recover from Foundation, and Foundation shall pay to CITY the following costs:
 - a. An amount equal to all expenses, if any, including reasonable attorney's fees incurred by the City in recovering possession of the Property, and all reasonable costs and charges for care of the Property while vacant, which damages shall be due and payable by Foundation to City at such time as such expenses shall have been incurred by City; and
 - b. An amount equal to the amount of all rent reserved under this Lease, less the net rent, if any, collected by City on the several days on which the rent would have become due and payable; that is to say, upon each of such days Foundation shall pay to City the amount of deficiency then existing.

ARTICLE 13

TERMINATION

1. In addition to the language contained under Article 12 Default and Enforcement, both Foundation and City agree that this Lease will automatically terminate should Foundation

abandon the Property in excess of thirty (30) days.

2. This Lease may be terminated at any time by mutual agreement of the Parties in writing.
3. At the expiration of any Lease term, or upon termination of this Lease as provided herein, Foundation shall peacefully and quietly surrender the Property in as good a condition as it was at the beginning of the initial term, reasonable use, wear, and damages by the elements excepted. Foundation shall be responsible to clean up any hazardous waste, oil, gas, or other solvents and restore the Property to as good a condition as it was prior to the storing of hazardous waste. Foundation accepts any and all liability for any environmental mitigation necessary to restore the Property to as good a condition as it was prior to Foundation's use of the Property.
4. Within thirty (30) days after the termination or nonrenewal of this Lease, Foundation will remove any and all of its and any sublessee's personal property and/or equipment from the Property. Any property and/or equipment not removed shall be forfeit to City.

ARTICLE 14

GENERAL PROVISIONS

1. This Lease is between Foundation and City. It is not intended to create any interest on behalf of any third party. No third-party or third-party group that may wish to use the Property shall have any rights or remedies under this Lease.
2. At no time will Foundation represent its association with City as a partnership, joint venture, or agency.
3. City's failure to enforce one or more of the terms herein is not a waiver. No failure by City

to insist upon the strict performance of any term, condition, or covenant of this Lease or to exercise any right or remedy available on a breach of any condition or covenant of this Lease, and no acceptance of full or partial rent or performance hereunder shall constitute a waiver of any such breach or any such term, condition, or covenant. No term, condition, or covenant of this Lease required to be performed by Foundation, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by City. No waiver of any breach shall affect or alter any term, condition, or covenant of this Lease, and such term, condition, or covenant shall continue in full force and effect with respect to any other than existing or subsequent default or breach thereof, and any other or subsequent default or breach may be enforced by City as provided in this agreement.

4. City shall have the right to enter upon the Property during reasonable hours (except in an emergency) to examine the Property and take care of any City infrastructure and utility lines located thereon and to access Coal Creek. City may access the Property to abate any nuisances or hazardous conditions on the Property. City reserves the right of access and the right to abate any nuisances or hazardous conditions on the Property at Foundation's account and expense, including reasonable attorneys' fees, existing after ten (10) days' notice has been given to abate such nuisance or hazard, provided no notice shall be required when in the City's reasonable opinion an emergency exists.
5. Foundation represents that prior to signing this Lease that they, along with their designees, have inspected the surface and subsurface of the Property to its satisfaction. Foundation represents that it has examined the Property and accepts the Property in an as is condition without any representation or warranty, express or implied in fact or by law, by City as to the

title, nature, condition, or usability of the Property for the purpose set forth herein. City warrants to Foundation that it has title to the Property, and the capacity, both legal and actual, to enter this Lease and to grant the leasehold estate.

6. Foundation warrants to City that its governing body has approved this Lease and its terms and has authorized the signatory to enter the Lease on behalf of Foundation.
7. City shall not be responsible for any washouts, subsidence, avulsion, or settling of the Property, nor for any injury caused thereby to Foundation's property or any person occupying the Property. City shall not be obligated to replace, refill, or improve any part of the Property during Foundation's occupancy, in the event of such washouts, subsidence, avulsion, or settling of the Property.
8. No destruction or damage to any structure or improvement on the Property, or that affects access to or use of the Property, by act of God, acts of terror, civil unrest, military action, by fire, rain, snow, ice, windstorm, earthquake, aircraft accident, or any other casualty or action of the elements shall entitle Foundation to surrender possession of the Property, to terminate this Lease, to violate any of its provisions, or to cause any rebate or abatement in rent when due or thereafter unless agreed upon in writing by the Parties.
9. Conditioned upon Foundation paying rent provided herein and performing and fulfilling all covenants, agreements, terms, duties, responsibilities, and conditions contained in this Lease, Foundation shall have and may enjoy the Property.
10. This Lease shall not be modified, altered, or changed in any way whatsoever unless in writing and signed by City and Foundation.
11. Any notice required to be given by this Lease shall be deemed to have been sent and received

if sent via regular first-class mail, postage prepaid, or by email to the following:

Cedar City Corporation
c/o City Manager
10 North Main Street
Cedar City, Utah 84720
paulb@cedarcityut.gov

Local Roots Foundation
c/o Heather Carter
4326 N 2100 E
Cedar City, Utah 84721

If City or Foundation change the above contact information they shall notify the other party within thirty (30) days of said change.

12. All disputes resulting in legal action shall be governed by the laws of the State of Utah.

Jurisdiction shall be vested in the District Courts in and for the State of Utah. Venue is vested in the 5th Judicial District Court in and for Iron County, State of Utah or in any other successor district court of competent jurisdiction.

13. In the event of any litigation arising from or related to this Lease, the prevailing party will be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorneys' fees, and all other related expenses incurred in such litigation. In the event of a no-adjudicative settlement of litigation between the Parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.

14. In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition, or provision contained herein, provided the invalidity of such covenant, condition, or provision does not materially prejudice either City or Foundation in its respective rights and obligations contained in the valid covenants, conditions, and provisions of this agreement.

15. This is an integrated agreement. No prior or subsequent written or oral representations from

City or Foundation shall be deemed to modify this agreement, modifications shall only be allowed as contained herein. This Lease shall be interpreted on the four corners of the agreement.

16. This Lease has been provided to Foundation and City and both Parties have been provided ample opportunity to review and contribute to the lease agreement. This is a negotiated lease agreement, and it shall not be interpreted against the author due to the fact that the author wrote the agreement.
17. Each person signing this Lease represents that they have done everything necessary to be able to bind each entity to the provisions contained herein.

ARTICLE 15

RECORDING AND FILING

1. This Lease shall run with the City's land as identified above. The recording of the Lease shall be done at Foundation's expense and completed within thirty (30) days after the City signs the Lease. Failure to record the Lease shall constitute a material breach of the Lease.
2. The purpose of recording the Lease with the Iron County Recorder is to create a record of this Lease and to give notice to potential third-party purchasers. Foundation shall provide written proof of recording and filing to CITY.

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CITY's SIGNATURE PAGE

Dated this ____ day of _____, 2025.

GARTH O. GREEN
MAYOR

[SEAL]

ATTEST:

RENON SAVAGE
RECORDER

STATE OF UTAH)
:ss.
COUNTY OF IRON)

This is to certify that on the _____ day of _____, 2025, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Garth O. Green, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Garth O. Green and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC

LOCAL ROOTS FOUNDATION's SIGNATURE PAGE

Dated this _____ day of _____, 2025.

Heather Carter
Title: Director

STATE OF UTAH)
:ss.
COUNTY OF IRON)

On this _____ day of _____, 2025, Heather Carter personally appeared before me and duly acknowledged to me that she signed the above and foregoing document as Director of Local Roots Foundation.

NOTARY PUBLIC

EXHIBIT “A”

A Legal Description and Map showing the location of the leased property.

The legal description describing a parcel of City property from which a raw land lease parcel will be created being described as follows:

Cedar City Food Truck Park & Event Space Proposal

Presented by: Travis and Heather Carter

Organization: Local Roots Foundation

Date: 8-6-2025

I. Introduction

To Mayor and Members of the Council,

Thank you for the opportunity to present a proposal that we believe will transform an underutilized city lot into a vibrant, multi-purpose community asset.

Purpose of Presentation:

We are here to propose a lease agreement for a currently unused city-owned property just east of Main Street Park and the Cedar City Library. Our vision is to develop the lot into a space that includes a food truck court, seasonal markets, demonstration gardens, and public amenities.

II. Project Overview

Location:

City-owned lot along 100 East, adjacent to the Cedar City Library and Main Street Park.

Proposed Use:

- Food truck court with infrastructure (power, water, sewer)
- Seasonal and community events (Christmas Market, Evening Farmers Market, Art Fairs)
- Gardens and landscaping for visual and ecological appeal and educational opportunities
- Permanent/semi-permanent structures: public restrooms, seating, shade structures

III. Community Benefits

- Activates unused public land with consistent community engagement
- Improves the appearance and public perception of the space
- Supports economic development for food vendors, artisans, and small businesses
- Offers a natural extension of library and park usage
- Promotes tourism and downtown revitalization
- Requires no upfront public funding, privately funded infrastructure

IV. Development Phases (Rollout Timeline)

Year 1-3: Infrastructure & Foundation

- Clean and secure the lot
- Install power, water, and sewer
- Grade lot and lay gravel for layout and parking
- Build restrooms and install seating/shade structures
- Start events on a limited basis

Year 3-5: Community Activation

- Open food truck court full time
- Host seasonal events (Christmas Market, Farmers Markets and Artisan Events)
- Start landscaping and garden installation

Year 5-7: Expansion & Improvement

- Increase event capacity
- Upgrade infrastructure as needed
- Strengthen programming and partnerships

V. Proposed Lease Terms

Lease Length: 25 years to support long-term investment

Lease Rate:

- Requesting \$100, low-cost lease for the first 7 years
- All income generated from events will be reinvested in infrastructure and programming during this time

Revenue Sharing:

- Open to small revenue-sharing starting in year 8
- 3 percent of revenue generated, refer to attached lease agreement

Valuation-Based Lease Justification:

- As a non-revenue-generating, city-owned lot, the proposed lease aligns with fiscal precedent

VI. Infrastructure Investment by Our Team

- Utility hookups (power, water, sewer)
- Restroom construction (shipping container-based)
- Grading and gravel for lot
- Secure fencing
- Seating, shade, lighting, and signage
- Waste management and landscaping
- Ongoing programming and maintenance

VII. Long-Term Stewardship & Community Partnership

- Routine maintenance and beautification
- Safe, clean, and welcoming public space
- Partnerships with schools, artists, nonprofits
- Opportunities for city collaboration on programming

VIII. Summary & Request

We propose a creative reuse of public/City land that:

- Delivers community value and downtown vibrancy
- Brings substantial private investment to public space
- Requests a long-term, low-cost lease in return
- Seeks council approval to begin lease negotiations and launch Phase 1

IX. Q&A / Open Discussion

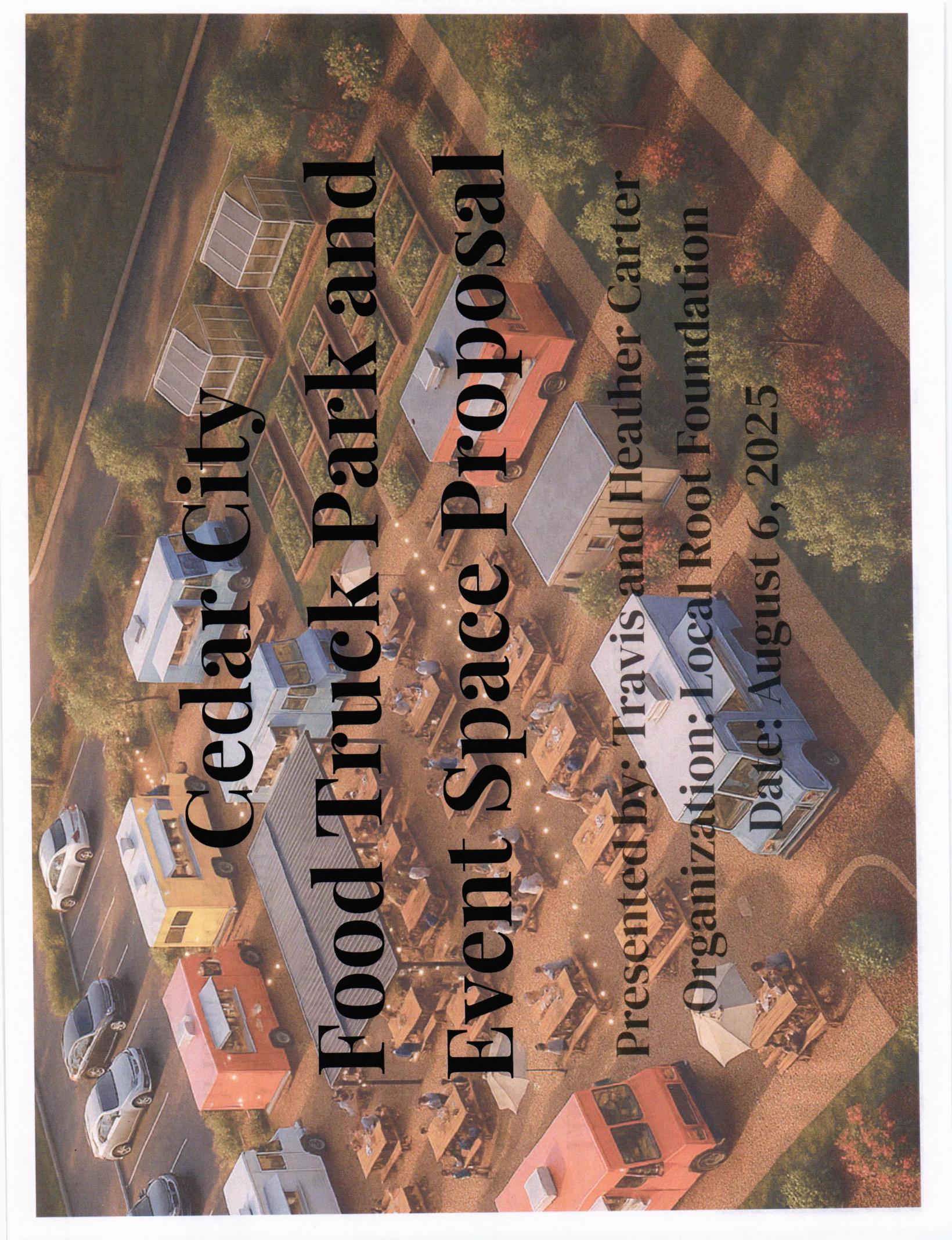
We welcome any questions, feedback, and ideas.

Appendix: Preliminary Infrastructure Cost Estimates (Phase 1)

Category	Estimated Cost
Restroom Facility (container build)	\$40,000–\$60,000
Utility Hookups	\$20,000–\$35,000

Utility Impact Fees	\$10,000–\$15,000
Grading & Gravel Lot	\$18,000–\$30,000
Fencing (approx. 2 acres)	\$15,000–\$25,000
Shade Structures (5–8 units)	\$12,000–\$20,000
Signage & Branding	\$4,000–\$7,000
Event Lighting	\$8,000–\$12,000
Landscaping & Trees	\$10,000–\$20,000
Raised Beds & Demonstration Gardens	\$5,000–\$10,000
Walking Paths	\$6,000–\$10,000
Surveying & Site Layout	\$5,000–\$8,000
Total Estimated Cost	\$153,000–\$252,000

Official bids for utilities, fencing, and cleanup are in progress and will be provided upon request.



Cedar City Food Truck Park and Event Space Proposal

Presented by: Travis and Heather Carter

Organization: Local Root Foundation

Date: August 6, 2025

Introduction

- We are presenting on behalf of Local Roots Foundation.
- Purpose: Proposal to lease unused city property east of Main Street Park & Library
- Vision: Transform underused land into a vibrant community space with food trucks, markets, and public amenities



About Local Roots Foundation

- Non-Profit, 501c3
- Will support this project through fundraising and sponsorships
- Will coordinate with other community organizations to work with this project

Project Overview

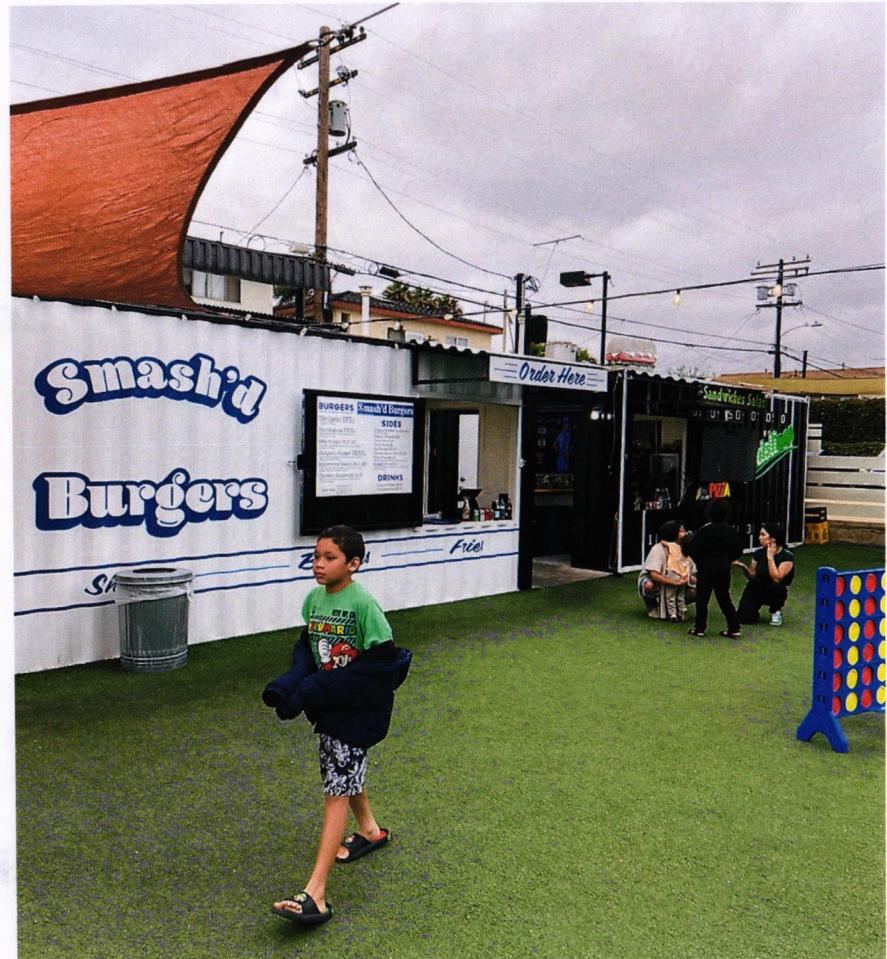
Location: City-owned lot along 100 East, adjacent to Main Street Park & Library

Proposed Features:

- Food truck court with utilities (power/water/sewer)
- Seasonal events (Christmas Market, Evening Farmers Market, Art Fairs)
- Gardens, landscaping, and shade structures
- Public restrooms and seating

Community Benefits

- Activation of an unused city lot
Improved aesthetics & public perception
- Support for local food vendors and artisans
- Community gathering space near the park and library
- Event-based tourism and downtown revitalization
- Minimal cost to the city (private investment covers infrastructure)



Development Phases

Year 1-3: Infrastructure & Foundation

- Clean up and secure lot
- Install utilities (power/water/sewer)
- Grade and gravel parking areas
- Build restrooms and seating/shade
- Introduce events on a smaller scale

Year 3-5: Activation

- Expand food truck court
- Begin hosting seasonal event
- Add landscaping and gardens

Year 6-7: Expansion

- Increase event capacity
- Upgrade infrastructure as needed

Lease Terms

Length: 25 years

Initial Rate: Low-cost for first 7 years

Justification: All revenue reinvested in infrastructure

Revenue Sharing: 4% at year 8 per lease agreement.

Investment By Our Team

- **Infrastructure We Will Fund:**
- **Restrooms**
- **Utility hookups (power, water, sewer)**
- **Grading & gravel for parking lot**
- **Secure fencing**
- **Shade structures, seating, signage, and lighting**
- **Landscaping and gardens**
- **Ongoing maintenance & event programming**

Estimated Costs

Preliminary Cost Estimates (Phase 1):

Restroom facility: \$40,000–\$60,000

Utility hookups: \$20,000–\$35,000

Utility impact fees: \$10,000–\$15,000

Grading & gravel: \$18,000–\$30,000

Fencing: \$15,000–\$25,000

Shade structures: \$12,000–\$20,000

Signage & branding: \$4,000–\$7,000

Event lighting: \$8,000–\$12,000

Landscaping: \$10,000–\$20,000

Gardens: \$5,000–\$10,000

Walking paths: \$6,000–\$10,000

Surveying & site layout: \$5,000–\$8,000

Total: \$153,000–\$252,000

Questions & comments

What is the next step?

Rising interest in agriculture not to scale



Some initial projections not to scale

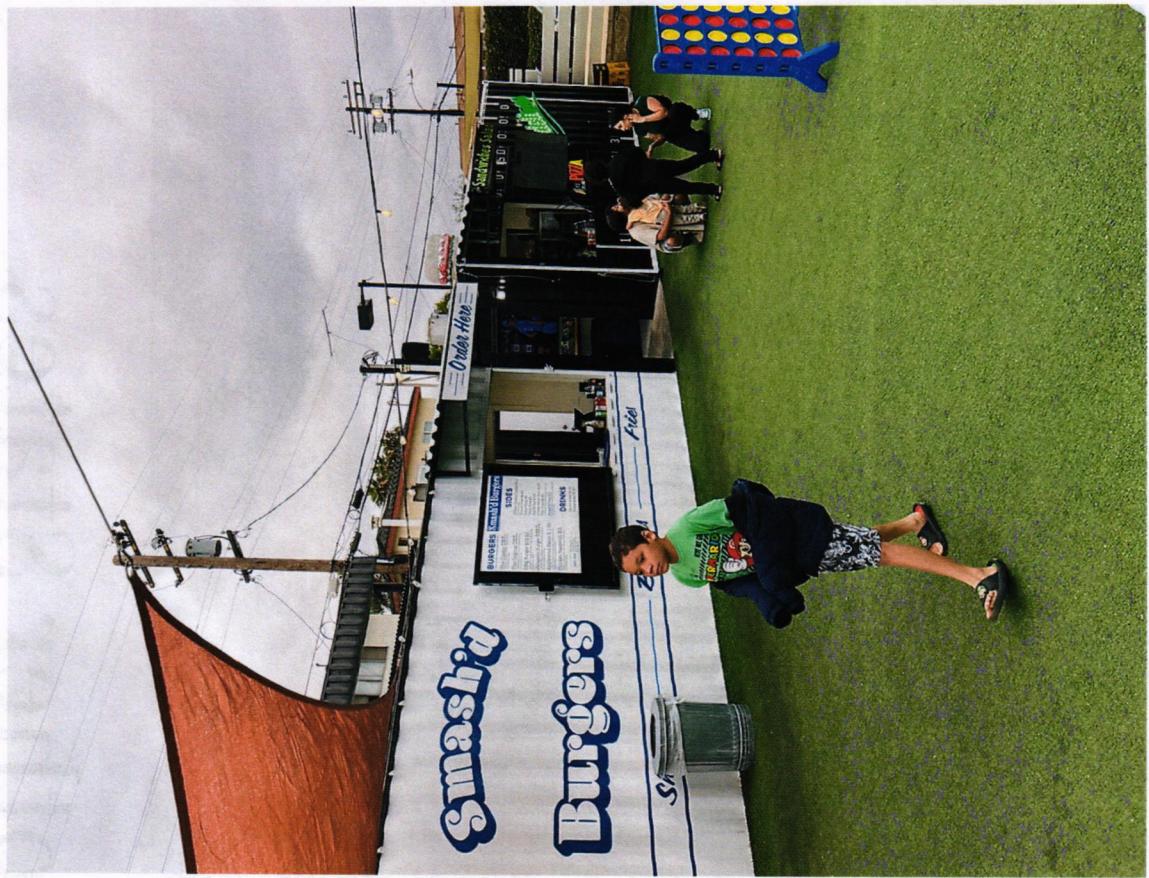


Some initial projections not to scale

Ideas from other States



© Too High Photography 2022









CEDAR CITY COUNCIL

AGENDA ITEM – 4

TO: Mayor and City Council
FROM: City Attorney
DATE: August 4, 2025
SUBJECT: Request for a long-term lease at approximately 62 North 900 East

DISCUSSION:

Tom Jett has requested this public meeting to request a long-term lease for the City's property at approximately 62 North 900 East, behind MCO Tires. Two things to consider.

First, I have not been given any proposed terms or documentation for the requested lease, so I am lacking a rental fee, a legal description of the exact area to be leased, and the intended use for the property. The original agreement required a rental fee of "8% of the fair market value land value (according to Iron County Assessor), but note that the MCO-portion was later reduced to 4%. With this information lacking, I don't have a draft contract for your consideration. If you wish to lease to Mr. Jett, please provide me with relevant terms for the contract, and I will have it drafted before the next meeting.

Second, the City received a request from another person interested in acquiring or leasing this same property. The request to purchase it was discussed in Sketch/Project Review on May 1, 2025. A copy of those minutes is attached. Staff couldn't find any progress on that request after the May 1st hearing. City policy does not require the same competitive formal process for a long-term lease as it does for property disposal, but if there are multiple parties interested in the same property, it is likely in the City's best interests to require a competitive process before deciding whether to enter into a long-term lease or disposal.

Please consider whether to lease this property to Mr. Jett and under what terms, to open up the issue to a competitive RFP-type process, or to decline to lease the property.

CEDAR CITY COUNCIL

AGENDA ITEM - 5

TO: Mayor and City Council
FROM: City Attorney
DATE: August 4, 2025
SUBJECT: Requested zone changes for property located in the Iron Horse RDO
DISCUSSION:

Pursuant to the request for zone changes for property located within the Iron Horse RDO one ordinance was prepared. The changes requested would amend the zones from Annexed Transition (AT) to RE and MU as shown on the map.

The requested changes are mostly in line with the previously approved Iron Horse RDO, but there are a few areas where the changes are a bit more substantial. City Ordinance 26-III-10-C requires the RDO master plans to "show planned zone areas that approximately show the boundaries of the zone." The attached exhibit map compares the original RDO lines with the requested zone changes as well as the total acreage comparison. The acreage comparisons are close (MU goes from 190.50 to 191.76 acres, and the RE goes from 83.3 to 84.12 acres). The primary concern is the effect on future pods. For example, the proposed MU zone takes a substantial percentage of Pod 10 (top left of combined map) likely to expand commercial opportunities along Cross Hollow Road.

Staff has asked Development Team for updated legal descriptions for the currently proposed zone changes as well as some additional information about the "approximately" question mentioned above. We will provide that additional information when we receive it.

The Planning Commission gave a positive recommendation to this request.

CEDAR CITY ORDINANCE NO. 0813-25

**AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR
CITY'S ZONING DESIGNATION FROM ANNEXED TRANSITION (AT) TO
RESIDENTIAL ESTATE (RE) AND MIXED USE (MU) FOR PROPERTY
LOCATED WITHIN THE IRON HORSE RESIDENTIAL DEVELOPMENT
OVERLAY, IN AN AREA RANGING FROM APPROXIMATELY 800
SOUTH TO 1950 SOUTH AND 2600 WEST TO 3500 WEST**

WHEREAS, Development Team LLC, owner of the property at issue, located in an area ranging from approximately 800 South to 1950 South and 2600 West to 3500 West, has petitioned Cedar City to change the current zoning designation from Annexed Transition (AT) to Residential Estates (RE) and Mixed Use (MU). The property's legal description and zoning designation are more particularly described as shown in Exhibit A.

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

WHEREAS, the requested zone changes are approximately in line with the Iron Horse Residential Development Overlay previously approved by the City Council; and

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

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's zoning designation is amended from Annexed Transition (AT) to Residential Estates (RE) and Mixed Use (MU) as more particularly described herein, and City staff is hereby directed to make the necessary changes to the City's zoning map.

This ordinance, Cedar City Ordinance No. 0813-25, shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Council Vote:

Phillips -

Melling -

Riddle -

Cox -

Wilkey -

Dated this _____ day of August 2025.

GARTH O GREEN, MAYOR

[SEAL]

ATTEST:

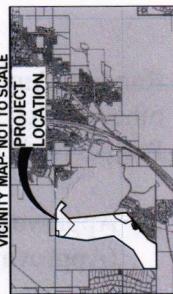
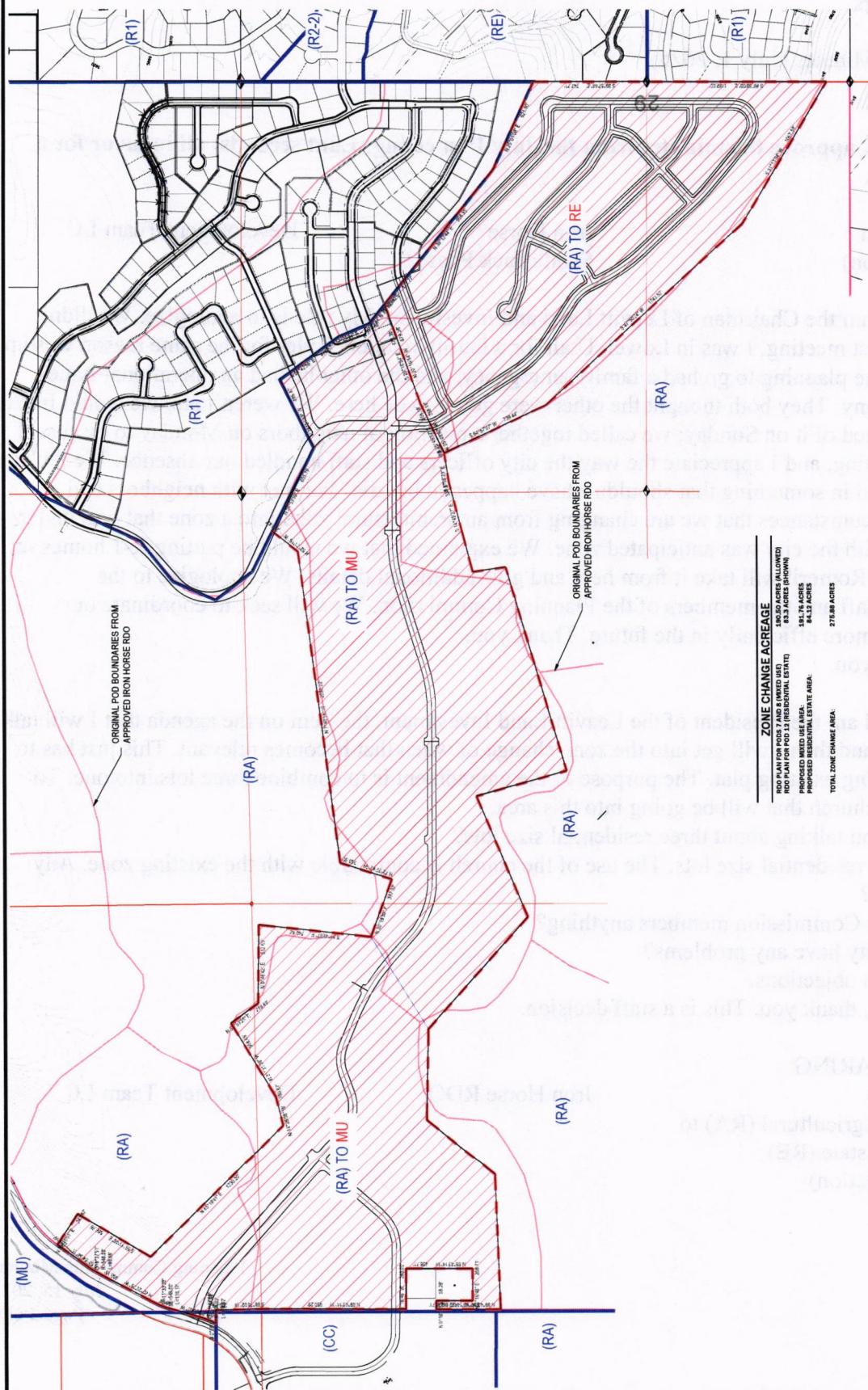
RENON SAVAGE, RECORDER

Exhibit A

Cedar City Ordinance 0813-25

- IRON HORSE RESIDENTIAL DEVELOPMENT OVERLAY -

- 800 South to 1950 South and 2600 West to 3500 West -



VICINITY MAP - NOT TO SCALE

PROJECT LOCATION

SCALE IN FEET

PROJECT LEGEND

PROPOSED ZONE LINE
EXISTING CITY ZONE LINE
PROPOSED ZONE
EXISTING CITY ZONE

PROPOSED ZONE CHANGE

IRONHORSE RDO PODS 7, 8, & 12

ZONE CHANGE ACREAGE

ZONE CHANGE ACREAGE	
RDO PLAN FOR POD 7 AND 8 (MIXED USE)	180.80 ACRES (ALLOWED)
RDO PLAN FOR POD 12 (RESIDENTIAL ESTATE)	83.32 ACRES (SHOWN)
PROPOSED MIXED USE AREA:	191.76 ACRES
PROPOSED RESIDENTIAL ESTATE AREA:	84.42 ACRES
TOTAL ZONE CHANGE AREA:	
	275.98 ACRES

A compass rose with cardinal directions (N, S, E, W) and intercardinal points (NE, SE, SW, NW). Below the rose is a vertical line with a red 'X' on the left and a blue 'X' on the right, labeled 'PR' at the top.

Randall: Any opposed? Well, perfect you are now our chair. I am post warning you we don't have any other way of releasing you either, you are in it until you either are off board or die. One of the two. Perfect is all yours.

2. Approval of Minutes (July 1, 2025) (Approval)

Davis motions to approve the minutes from the July 1st meeting; Lunt seconds; all in favor for a unanimous vote.

3. Amended Plat (Staff Decision)

Iron Horse Saddleback Phase 9

Development Team LC

Dane Leavitt: I am the Chairman of Leavitt Land and Investment. My rule is to apologize. We didn't show up to the last meeting. I was in Lowell, Utah for a family reunion, Tyler for the same reason was up in Canada, the one planning to go had a family emergency, and the other he had an operational issue within the company. They both thought the other were going to be here. We weren't and we would like to apologize. I learned of it on Sunday; we called together a meeting of neighbors on Monday to discuss. I watched the meeting, and I appreciate the way the city officers and staff handled our absence. We felt we were fairly treated in something that shouldn't have happened but did. We met with neighbors and explained the circumstances that we are changing from an architectural zone into a zone that was under our agreement with the city was anticipated zone. We explained that we would be putting R-1 homes in that space. Tyler Romeril will take it from here and give additional details. We apologize to the neighbors, city staff and the members of the Planning Commission. We will seek to coordinate our absences a little more efficiently in the future. Thank you.

Webster: Thank you.

Tyler Romeril: I am the President of the Leavitt Land Investment, the item on the agenda that I will talk about right now and then I will get into the zone change of when that becomes relevant. This just has to deal with amending existing plat. The purpose of the amendment is to combine three lots into one. To accommodate a church that will be going into this area.

Jett: Tyler, are you talking about three residential size lots?

Tyler: Yes, three residential size lots. The use of the church is compatible with the existing zone. Any questions for me?

Webster: Staff or Commission members anything?

Lunt: Does the city have any problems?

Don: Staff has no objections.

Webster: Alright, thank you. This is a staff decision.

4. PUBLIC HEARING

Zone Change

**Zone Change
Residential Agricultural (RA) to
Residential Estate (RE)
(Recommendation)**

Iron Horse RDO

Development Team LC

5. PUBLIC HEARING

Zone Change Iron Horse RDO Development Team LC
Residential Agricultural (RA) to
Mixed Use (MU)
(Recommendation)

6. PUBLIC HEARING

Iron Horse RDO Development Team LC
Residential Agricultural (RA)
To R-1
(Recommendation)

Randall McUne: Tyler can confirm that Item 6 is no longer being requested, or I did misunderstand that?

Tyler Romeril: I don't have the agenda in front of me, but it should be RA to RE and RA to MU.
Randall: Item 6 on the agenda is RA to R-1, but I think after our discussion it was easier to and not amend the RDO. 6 is off, it was a public hearing, so it remained on your agenda. So, four and five RE and MU will remain.

Jett: Mr. Chairman are we going to let the public give an input on Item number 3.

Webster: It is not a public input item it is a staff decision. I think we are okay with that. It remains a staff discussion.

Tyler: Just a little background and I give this background to the some of the new members to Planning Commission and for the public behind me. In May of 2019, Sitlay, who was the original owner of this property along Development Team, brought through the city which is called the Residential Development Overlay, and we call it an RDO. The purpose of this RDO was to master plan how this 1400 acres would develop out. That gives assures to both the developer and those who purchase property and build homes. The RDO lists the proposed, the properties divided up into what we call pods and then the RDO spells out what each zone will in each pod and the accompany density. As we stay within that zone and the density, then we are able to continue and develop this out as originally approved. With the resent sales we have had up there, it is needed to develop additional property and produce more lots. That is the purpose of this zone change is to bring through this property to rezone it and continue to build lots. The RDO calls for this property to be Mixed Used and Residential Estates. Residential Estates are larger single-family lots which will consist of which are currently up in Saddleback Ridge Phases 8 and 9. The Mixed Used property. Which I understand if I am in an individual shoes that lives up there and I see Mixed Used, I am going to assume Mixed Used development. That is not our intent at all. Our intent is to build single-family lots that is consistent with what currently resides in Saddleback 8 and 9. I have a map, What I did is I brought our proposed master plan for the entire parcel just so that the public has the ability to see the whole thing and what we are planning on building up there. What I can do for any of the public interested I will take down your email address and send you a copy of the map. The map will show that surrounding this church parcel that was just spoken of will be single-family, third acre, $\frac{1}{2}$ acre maybe a little bigger than your single-family lots that will surround the church. It will go down that valley into the Residential Estates pod as well. It will work on its way down Hidden Canyon Road. Big picture, this doesn't have to do with the zone. The far north end where we are clearing dirt is going to be a 50-acre commercial center, that is also in the RDO. As we come up Hidden Canyon Road, those lots surrounding the commercial center will go from high density apartments, maybe townhomes, and then as we come up, it will be single family lots that will gradually get bigger and bigger. There is just this natural progression as we come up that canyon. You can see there is the proposed church site right here. Here is the valley

that will be Residential Estates. These are what we are proposing to be re-zoned Mixed Use, but you can see they are all single-family homes. Here is the proposed commercial site that will come through later. You can see here in this area there will be a mixture of apartments and possibly town homes. Then as you come up Hidden Canyon Road, you will see single family lots. They will be smaller single-family lots, but as we come up, they will gradually progress. There is a blend into the existing lots that lie there currently. That is the purpose of the zone change. That is why it is being requested and that is the background. Any questions for me. I am happy to answer any questions that come from the public.

Webster: Any questions from commission members?

Decker: That was a great explanation, thank you.

Lunt: I am glad to understand this Mixed Used. I think that there was a lot of misunderstanding at our last meeting. What the public thought mixed use meant. I appreciate you explaining that. If the public have any questions on it, these are the people you need to talk to.

Webster: Regarding those zoning areas, there was a fair amount of discussion at the last meeting. Thank you, guys, for watching it and noticing the tone and we appreciate your apology and being here.

Open Public Hearing

Jerel Saginson: I live on Hidden Canyon Road. I just wanted to thank Dane for inviting the neighbors to his property. I just wanted to clarify, and they mentioned this in that informal meeting, and I am glad that is here being shared publicly here. So, we have it fully documented. I am assuming that the commercial lot would be across from Silver Silo.

Davis: Is that correct?

Tyer: Yes, that is correct. Silver Silo lies somewhere in there. It would be right across from the city's detention basin. Then there are a bunch of existing town homes right in there that are DR Hortons doing.

Jerel: Thank you.

Lunt: Can I just say as a member of the Planning Commission. I am impressed with the ability that these two groups got together. Because at the last meeting there was a lot of misunderstanding. We had one side and didn't have the other. I am impressed that you are willing to meet as neighbors and that is the kind of spirit that I want in the city. Hopefully, you guys have better understanding of the Leavitt's and the Leavitt's have a better understanding of your desires as homeowners. Because when it all comes down to it, we all want to be happy in Cedar City.

John: I would second what Jim said. The tune was a little bit grumpy and might describe it well, but harmony has been achieved a little at least a little bit. I appreciate that you have done to repair that fence.

Close Public Hearing

Davis motions for a Positive Recommendation on Item 4, the Zone Change from RA to RE; Lunt seconds; all in favor for a unanimous vote.

Davis motions for a Positive Recommendation on Item 5, the Zone Change from RA to MU; Lunt seconds; all in favor for a unanimous vote.

Item 6 was taken off for discussion. The proponent decided not to move forward with Zone Change.

CEMETERY DISTRICT CEDAR CITY COUNCIL AGENDA ITEM 4
STAFF INFORMATION SHEET

TO: Mayor and Council

FROM: City Attorney

DATE: August 4, 2025

SUBJECT: Replacement of Trustee for Courtyards at Shurtz Canyon PID

When the City approved the creation of the Courtyards at Shurtz Canyon Public Infrastructure District last year, the City also appointed trustees for the District. One of those trustees has resigned her position, and the District seeks to replace her with Jennifer Saulala. Until those positions become public positions, appointed by the purchasers of lots within the PID, the City must approve any changes to the trustees.

Please consider approving the attached resolution appointed Jennifer Saulala to fill Rebekah Lowery's vacancy.

COURTYARDS AT SHURTZ CANYON PUBLIC INFRASTRUCTURE DISTRICT

PROPOSED TRUSTEE BIOS

For consideration by City Council of Cedar City

August 6, 2025

Jennifer Saulala

With over two decades of experience in sales, real estate, and administrative leadership, Jen Saulala brings exceptional expertise and dedication to her role as Director of Sales at Choice Builders. Since 2018, Jen has worked closely with the business owner to secure custom home contracts while fostering client relationships and managing the company's CRM database. Her passion for delivering personalized service and attention to detail ensures an exceptional experience for every client.

In addition to her role at Choice Builders, Jen is a licensed Realtor in both California and Utah, representing buyers and sellers through every step of the real estate process. Her extensive background includes pricing strategies, marketing, contract negotiation, and transaction management, skills that seamlessly translate to her work in custom home sales.

Before her career in real estate and sales leadership, Jen gained valuable experience as an Executive Assistant at tech companies such as Bit Discovery and WhiteHat Security, where she honed her organizational and reporting skills while supporting high-performing teams. Earlier in her career, as Office Manager and Bookkeeper for A S Concrete, she developed her foundation in business operations, including bookkeeping, marketing, and compliance management.

With a proven track record of building strong client relationships, managing complex workflows, and achieving outstanding results, Jen Saulala is an integral part of Choice Builders' success and commitment to excellence.

CEDAR CITY CORPORATION

RESOLUTION NO. 25-0813

A RESOLUTION OF THE CITY COUNCIL OF CEDAR CITY, APPOINTING NEW TRUSTEE TO THE BOARD OF COURTYARDS AT SHURTZ CANYON PUBLIC INFRASTRUCTURE DISTRICT

WHEREAS Courtyards at Shurtz Canyon Public Infrastructure District (the "District") is a public infrastructure district located within the boundaries of Cedar City, which was the creating entity of the District; and

WHEREAS the City Council of Cedar City ("Council"), as the legislative body of Cedar City, is empowered by Utah Code Title 17B Chapter 1 (the "Special District Act"), Title 17D Chapter 4 (the "PID Act"), and the Governing Document of the District, to appoint trustees to the District's Boards of Trustees; and

WHEREAS a seat on the Board of Trustees of the District was vacated by trustee Rebekah Lowery, and the seat has not yet transitioned to an elected seat pursuant to the Governing Document, therefore a new trustee must be appointed to replace the seat on the board of the District; and

WHEREAS the Governing Document of the District requires a vacated seat be filled pursuant to the Special District Act; however, as there are no residents within the boundaries of the District, a resident cannot be appointed; and

WHEREAS the PID Act, at Utah Code § 17D-4-202(3)(c), states that a non-resident may only serve as a board member if the person is an owner of land within the District, or an agent or officer of the owner of land, and must be a registered voter at that person's primary residence; and

WHEREAS the owner of land within the District has nominated Jennifer Saulala, a resident of Cedar City, Utah, as their agent to replace Ms. Lowery on the Boards of Trustees; and

WHEREAS Ms. Saulala is a registered voter at the place of her primary residence,

BE IT HEREBY RESOLVED by the Commission, as follows:

1. Jennifer Saulala of Cedar City, Utah, being a person currently meeting the qualifications for appointment to the Board of Trustees of the District as stated in Utah Code §17D-4-202(3)(c) (i.e., registered voter and nominated agent of the property owners), is hereby appointed to fill Ms. Lowery's seat on the Board of Trustees of the District.

2. Ms. Lowery was originally appointed for an initial four-year term. Ms. Saulala will serve the remainder of the initial four-year term on the board, or until such earlier time as she is unable or unwilling to serve.

3. Ms. Saulala shall be required to maintain her status as a registered voter during the time of her service on the Boards.

This resolution, Cedar City Resolution No. 25-0813 , shall take effect immediately upon passage. This resolution was made, voted, and passed by the Cedar City Council at its regular meeting on this 13th day of August, 2025.

Council Vote:

Phillips -

Melling -

Riddle -

Cox -

Wilkey -

Dated this _____ day of August, 2025

GARTH O. GREEN, MAYOR

[CORPORATE SEAL]

ATTEST:

RENON SAVAGE, CITY RECORDER

CEDAR CITY COUNCIL
AGENDA ITEM 7

DECISION PAPER

TO: Mayor and City Council

FROM: Natasha Hirschi

DATE: August 4, 2025

SUBJECT: Consider changes to Chapter 4, 6 & 8 of the City's personnel policy.

DISCUSSION: Chapter 4 – Section 4.1.3 -The proposed change adds the Assistant Police Chief to the exempt positions.
Section 4.4.1- Deletes a foot note that is no longer needed.

Chapter 6 – Section 6.10 - Department Head living requirement discussion.

Chapter 8 – Section 8.8.2 -The proposed change eliminates Holiday bank and adds Holiday bucket. The proposed changes matches the language used by Isolved.

Section 8.12.9 – The proposed change adds language requiring exempt employees to take sick leave in 8 hour increments. The proposed change matches current practices and other leave policies.

Section 8.14 – Proposes to change Emergency leave to Bereavement leave.

Section 8.18.2 – The proposed change will allow an employee 10 consecutive days off work instead of 5 before having to file for Family Medical Leave.

CEDAR CITY RESOLUTION NO. 25-0813

A RESOLUTION OF THE CEDAR CITY COUNCIL AMENDING CHAPTERS 4, 6, AND 8 OF THE CITY'S PERSONNEL POLICY ADDING THE ASSISTANT POLICE CHIEF TO THE LIST OF EXEMPT EMPLOYEES, DELETING A FOOTNOTE, CHANGING LANGUAGE FOR HOLIDAY BUCKET AND BEREAVEMENT, AND APPLYING FMLA REQUIREMENTS AT TEN DAYS INSTEAD OF FIVE

WHEREAS, the Cedar City Council is the duly elected governing body of Cedar City and has adopted the City's personnel policy; and

WHEREAS, from time to time it is necessary and appropriate to consider new alternatives related to personnel management and City-wide personnel policy; and

WHEREAS, currently, the personnel policy includes Police Chief and Police Lieutenant but not Assistant Police Chief in the lists of exempt employees; and

WHEREAS, when references to part-time employees were previously removed by Council approval, a footnote referencing part-time employees was not removed; and

WHEREAS, to match terminology used elsewhere, "Holiday Bank" should be changed to "Holiday Bucket," and "Emergency Leave" should be changed to "Bereavement"; and

WHEREAS, the City Council desires to formalize a policy begun during the COVID-19 epidemic and not require employees to use FMLA leave until an absence reaches ten (10) days; and

WHEREAS, the City Council has considered the proposed amendments to the City-wide personnel policy in an open and public meeting and has determined that it is in the best interests of the health, safety, and general welfare of the City to adopt the herein contained amendments to the City's personnel policy.

NOW THEREFORE BE IT RESOLVED, by the City Council of Cedar City, Utah, that the City's personnel policy is hereby amended to remove the language that has been struck through and include the language that is underlined in the attached Exhibit A.

This resolution shall become effective immediately upon passage by the City Council and the signature of the Mayor.

Council Vote:

Phillips -
Melling -
Riddle -
Cox -
Wilkey -

Dated this ____ day of August 2025.

GARTH O. GREEN
MAYOR

[SEAL]

ATTEST:

RENON SAVAGE
CITY RECORDER

Exhibit A

Cedar City Resolution 25-0813

- Cedar City Personnel Policy Changes -

CHAPTER 4 – EMPLOYMENT STATUS

4.1 Appointed Positions.

4.1.1

The following positions are exempt positions that are appointed by the Mayor with the consent of the City Council: City Manager, City Attorney, City Engineer, Public Works Director, Finance Director, Police Chief, Fire Chief, Economic Development Director, Library Director, Leisure Services. These positions are full-time eligible for the Utah Retirement System. Tier I appointed positions are eligible for exemption from Utah Retirement Systems and Tier II appointed positions may exempt out of the vesting period. The following are non-exempt positions appointed by the Mayor with the consent of the City Council; City Recorder, and City Treasurer.

Amended by Resolution Numbers 11-0309-1, 13-1023-1, 18-0214-2, 21-0714-2, and 22-0608.

4.1.2

Appointed employees are part of the pay and benefit system applicable to all employees and shall be subject to policies contained in this handbook, with the following exception:

A.

Unless state law requires otherwise and with the exception of the City Recorder and the City Treasurer, all appointed positions shall serve at the pleasure of the governing body of the City and may be dismissed by a majority vote of the governing body at any time with or without cause provided at least five (5) members of the governing body and the City Manager, are present at the time the ballot is taken however, and notwithstanding the foregoing, the above-named officers shall not be removed from office other than for cause, during or within the period of forty-five (45) days succeeding the date any member of the governing body takes office following any general municipal election held in the City at which a member of the City Council is elected; the purpose of this provision is to allow any newly-elected members of the City Council or a reorganized City Council after taking office to directly observe the actions and ability of the above-named officers in the performance of their office and duties. After the expiration of said forty-five (45) day period, the provisions of this paragraph regarding removal by the governing body shall apply and be effective.

Amended by Resolution Numbers 11-0309-1 and 13-1023-1

4.1.3

The following positions are exempt: Assistant City Attorney, Senior Engineer, Project Engineer, Chief Building Official, Fleet Manager, Golf Division Manager, Parks Division Manager, **Assistant Police Chief**, Police Lieutenant, Fire Marshall, Streets Superintendent, Water Superintendent, Events Director, Community

Relations/Public Information Officer, Wastewater Superintendent, City Surveyor and Airport Manager.

Enacted by Resolution 13-1023-1 Amended by Ordinance 0909-15, 0608-2016, 21-0714-2, and 21-0825.

4.2 Probationary Employees.

4.2.1 All new employees are required to serve at least a six (6) month probationary period. Police Officers probation will begin at time of hire and continue six (6) months after the start of field training. This period is designed to acquaint the new employee with his/her position and to allow the Department Head to evaluate fairly the employee's ability and aptitude to do the job. If an employee's performance is not satisfactory, he/she may be terminated at any time, without right of appeal, during this period.

Amended by Cedar City Ordinance No. 0608-2016 and 0209-2022

4.3 Regular Full-time Employees.

4.3.1 Regular full-time employees are those employees who are providing 40 hours of service per week for the City and have worked for the City at least six months. Regular full-time employees must have successfully completed their probationary period.

4.3.2 Unless specifically stated elsewhere in this policy, Tier 1 and Tier 2 elected officials are considered full-time employees only for administering Utah Retirement programs.

Amended by Cedar City Ordinance No. 0608-2016, 18-0214-2 and 20-0527.

4.4 Part Time, Seasonal, and Variable Hour Employees.

4.4.1 Part time employees shall mean an employee that provides twenty eight (28) hours of service per week or less.⁴

⁴ Until the City is required to comply with the affordable care act part time workers shall be those City employees who work thirty two (32) hours or less per week. Once the City is required to comply with the provisions of the affordable care act the definition of part time workers limiting part time workers to twenty eight (28) hours per week will automatically become a part of the policy.

6.10

Department Head Residency Requirements. (Discussion)

- 6.10.1 All department heads excluding the Economic Development Director must live within Cedar City within one (1) year of being hired. The Economic Development must live within Iron County within one (1) year of being hired.
- 6.10.2 For purposes of this policy City department heads shall be those employees hired by Cedar City to manage the City's departments as defined by Cedar City Ordinance.
- 6.10.3 This policy shall not apply to department heads hired prior to the date this policy was adopted, or amended.

Amended by Cedar City Resolution No. 10-0827-1.

Amended by Cedar City Ordinance No. 0608-2016.

Amended by Cedar City Resolution No. 23-0927

When a holiday falls on a Saturday, it shall be observed on the preceding work day. When it falls on a Sunday, it shall be observed on the following work day.

Amended by Cedar City Resolution No. 22-0622

8.8.2 Holiday ~~Bank~~ Bucket

If an employee is scheduled to work on a City paid holiday, they will be given 8 hours of time in a ~~holiday bank~~ **bucket** to use on another day during the fiscal year (July 1st-June 30th). Holiday time is in lieu of monetary compensation and banked hours will not count towards overtime. At the end of the fiscal year (June 30th) only 16 hours will be allowed to be carried over for 90 days. All other accumulated time in the bank will be lost. If the 16 hours carried over hasn't been used in 90 days it will be lost.

Amended by Cedar City Resolution No. 25-0326-1

8.9

Recreation Passes.

8.9.1

Benefited full time employees their spouses and insurance eligible dependents, active volunteer fire fighters, and active volunteer in police Service (VIPS) entitled to an Aquatic Center pass, a golf course pass, and an open riding (Cross Hollow Event Center) pass. The City shall make available to a retired employee who has worked as a full-time employee for Cedar City at least ten (10) years the same passes for five years following their retirement date.

Amended by Cedar City Ordinance No. 0608-2016, 21-1208

8.9.2

Part-time, seasonal, & variable hour employees shall receive a 50% discount on a daily single admission to the Aquatic Center and Cross Hollow Event Center and green fees at the golf course. No discount shall extend to, part time, seasonal, or variable hour employees if they are not currently working for Cedar City.

Enacted by Cedar City Ordinance No. 0608-2016 and 25-0326-1

8.10

EMPLOYEE APPRECIATION PROGRAM

over" into the following calendar year the amount of annual leave that he/she earns in one year plus forty (40) hours. Any accumulated annual leave in excess of yearly earned plus forty (40) hours will be lost at the end of the calendar year.

8.11.5 Annual Leave will be scheduled with the Department Head so as to meet the operating requirements of the City and, insofar as possible, the preference of the employees.

8.11.6 An authorized City holiday shall not constitute a day of annual leave.

8.11.7 40 hours annual leave will be given upon hire. If an employee terminates employment for any reason within the first 6 months or does not successfully complete probation any unused annual leave will not be paid out. Annual leave shall accrue from the date the employee completes probation at the appropriate number of hours per pay period.

Updated by resolution 17-0111-01, 21-1208

8.11.8 Annual leave may be taken in quarter (1/4) hour increments by non-exempt employees. Exempt employees shall take annual leave in 8 hour increments.

Updated by resolution 23-0322-1.

8.12 Sick Leave.

8.12.1 48 hours sick leave will be given upon hire to all benefited employees and 63.57 hours for fire fighters working under section 7(k) of the FLSA as insurance against loss of income when the employee is unable to perform his/her work because of the illness or injury of the employee or for the emergency care of ill or injured spouse, child, parent or other dependents of the employee.

Amended by Ordinance 0909-15 and 21-1208

8.12.2 Leave shall accrue at the rate of 3.69 hours a pay period for regular-full time employees who successfully complete probation. Leave shall accrue at the rate of 4.89 hours a pay period for fire fighters working under section 7(k) of the FLSA. after successfully complete probation. Holidays which fall on a regular working

day within a period when sick leave is being taken shall be credited as a holiday and not as a sick day.

Amended by Ordinance 0909-15, 18-0214-2, 21-1208.

8.12.3 Sick leave shall accrue bi-weekly for regular full-time employees and shall be available to eligible employees. An employee who is ill or injured and unable to attend work shall notify his/her supervisor prior to the work shift, or as soon as practicable.

Amended by Resolution 21-1208

8.12.4 Any application for sick leave to cover absence which exceeds three (3) successive working days may be required to be supported by a medical certificate. Abuse of sick leave privileges may be considered grounds for discipline.

8.12.5 If an employee is injured on the job and is receiving workers compensation benefits, sick leave may be used to supplement the workers compensation amount so that the salary will be the same as when working. After accumulated sick leave is exhausted, accumulated annual leave and compensatory time may be used by the employee similarly as explained above. If an employee's accumulated sick leave, annual leave, and compensatory time have been exhausted, and he/she is, for medical reasons, unable to return to duty, the City Council may review the circumstances and take whatever action the City Council deems advisable.

8.12.6 The City may grant up to full restoration of sick leave time to an employee who is injured in the performance of his/her duties as a result of an assault by another party with a dangerous weapon, a high-speed chase of a motorist or felon, while effecting an arrest of a combative or resistant subject or an assault under riot conditions. Claims for restoration shall be evaluated by the City Council after receiving recommendation from the City Manager.

8.12.7 The City may grant up to full restoration of sick leave to a regular full-time who is injured when he/she is acting in the performance of his/her duties and when there is no negligence on the part of the employee. Claims for restoration shall be evaluated by the City Council after receiving recommendation from the City Manager.

Amended by Cedar City resolution 25-0326-1

8.12.8 An employee who has been absent from duty because of injury must provide a certification of fitness from a physician before being allowed to return to duty.

8.12.9 There shall be no limit on sick leave accrual. Sick leave may be taken in quarter (1/4) hour increments. **Exempt employees shall take sick leave in 8 hour increments.**

8.12.10 During the month of November each year, the payroll clerk shall calculate the sick leave used versus the sick leave earned during the previous twelve-month period for each regular fulltime employee who has accrued 480 hours and fire fighter working under section 7(k) of the FLSA who has accrued 636 hours of sick leave. Each employee may be paid twenty-five (25) percent of his/her unused sick leave for that period upon request of the employee. Remuneration shall be made in the first regular pay period in the month of December. The twenty-five (25) percent of the unused sick leave shall be deducted from the balance of the employee's total accrued. Sick leave sold back shall be lost. There shall be no buy-back at termination from employment.

Amended by Cedar City Resolution No. 18-0214-2 and 23-0322-1.

8.12.11 If an employee, due to long-term illness or injury, uses all accrued sick leave, the department head may authorize the employee to request a donation of sick leave from other city employees. The donation amount is eight (8) hours and is not counted as used sick leave for buy-back purposes. Each pay period the receiving employee must use all their accrued leave before being eligible to draw from the donation bank. If the receiving employee does not use the amount donated after one (1) year the entire remaining donated amount will be calculated and divided by the number of employees making the original donation. Each employee making the original donation shall have an equal amount of sick leave returned to them.

Amended by Cedar City Resolution No. 14-0827-1 and 22-0608.

8.13 Administrative Leave.

8.13.1 Administrative leave may be used by the City in extraordinary circumstances only. It may be utilized in situations where it is deemed necessary to remove an employee from his/her duties due to potential health and/or safety risk to: (1) the employee; (2) the public; and/or (3) co-workers. Administrative leave may be utilized for definite periods of time only. Administrative leave shall be administered by the Department Head with concurrence of the City Manager and Mayor.

Amended by Cedar City Resolution No. 18-0214-2.

8.14 Emergency Leave Bereavement Leave

8.14.1 A benefited full-time employee may, upon the approval of the Department Head, be granted leave with pay to attend to the death of immediate family member. The amount of time granted will be governed by the individual circumstances, but will normally be 8 hours and shall not exceed 24 hours. For purposes of this section, immediate family members shall include parents, grandparents, spouse, children, grandchildren and siblings (including in-laws).

A benefited full-time employee (mother and father) shall be granted 24 hours leave if they experience a miscarriage or stillbirth.

Amended by Cedar City Resolution No. 18-0214-2, 21-0714-2, 21-1208, and 23-0322-1..

8.15 Jury and Court Leave.

8.15.1 A regular employee who is summoned to serve on a jury, or required by subpoena to appear as a witness, shall be granted leave and entitled his/her regular pay and compensation. Time absent by reason of subpoena in private litigation or by some party other than the Federal Government, the State of Utah or a political subdivision thereof, to testify not in official capacity but as an individual, shall be taken as annual leave.

Amended by Cedar City Resolution No. 18-0214-2.

8.16 Military Leave.

8.16.1 It is the policy of Cedar City Corporation to comply with the Uniformed Services Employment and Reemployment Act of 1994 (USERRA).

8.16.2 A regular employee who is a member of the organized reserve of the United States armed forces, including the National Guard shall be granted leave with compensation for workdays lost while on active duty for the purpose of the annual encampment, field competitions or other required duties in connection with reserve training and instruction.

Paid military leave shall not exceed 80 hours in any one calendar year. An employee who is entitled to a leave of absence under this provision shall on receipt of their orders promptly provide a copy of the relevant non-restricted portion of such orders to their supervisor and Human Resources.

Amended by Cedar City Resolution No. 21-0825

8.17 Leave of Absence.

8.17.1 A leave of absence without pay may be granted for a period not to exceed one (1) year to regular full-time employees because of illness, for educational purposes, that are mutually advantageous to the City and the employee; or and for other reasons deemed appropriate by the City. Such leave shall not be regarded as an acquired right by employees and shall be granted only when the City's service will not be adversely affected thereby. A request for leave shall be made in writing and, if approved by the City Manager and City Council, shall be placed in the employee's file. Leave granted to an employee who accepts regular or full-time employment outside the City's service shall be subject to the approval of the City Manager and City Council and shall be denied unless the request thereof is accompanied by satisfactory proof that such employment is temporary and that the experience gained thereby will be for the betterment of the City's service.

8.17.2 A leave of absence without pay granted to an employee may be terminated prior to the expiration date thereof with the consent of the City Manager and City Council. Failure of an employee to report for duty promptly at the expiration of his/her leave or violation of an agreement or understanding entered into by him/her relative thereto shall be just cause for discharge.

8.17.3 The City will not pay for City insurance coverage for an employee on a leave of absence. An employee who wants to retain his/her City insurance coverage while on a leave of absence will be required to pay the insurance premium.

8.18 Family and Medical Leave Act (FMLA).

8.18.1 Regular full-time employees are entitled to 12 unpaid “work-weeks” of leave during any calendar year for one or more of the following conditions:

- A. The birth or adoption of a child;
- B. To care for a spouse, son, daughter, or parent with serious health condition; or
- C. Because a serious health condition makes the employee unable to perform any of the essential functions of his or her job.

8.18.2 Said leave may be taken intermittently. The City may require an employee to use any accrued vacation as part of FMLA leave. Employees have a right under FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as a rolling 12-month period measured backward from the date of any FMLA leave usage. If an employee takes leave for a condition covered under this policy for **five ten** (§ 10) or more consecutive workdays the supervisor with the cooperation of human resources shall require the employee to use FMLA leave.

8.18.3 Provisions applicable to local governments concerning FMLA as established by The Department of Labor shall be used as guidelines by the City.

Amended by Cedar City Resolution No. 13-0522, 14-0827-1 and 19-0731-1

8.19 Employee Mental Health Benefit

8.19.1 Cedar City recognizes that work conditions may have an impact on employee mental health. While this is more prevalent in the City’s public safety departments, work related mental health issues are a possibility in all City operations. Work related mental health issues may have an impact on employees and their family members even after they leave employment with Cedar City. This policy is intended to provide short term mental health resources/counseling