

Cedar City

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

CITY COUNCIL MEETING

AUGUST 27, 2025

5:30 P.M.

Mayor

Garth O. Green

Council Members

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

City Manager

Paul Bittmenn

The City Council meeting will be held in the 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:

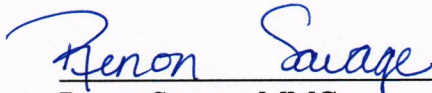
- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
 - Fiddlers Park Design. Ken Nielson
- IV. Business Agenda
 - Public Comments
- V. Public Consent Agenda
 1. Approval of minutes dated August 6 & 13, 2025
 2. Ratify bills dated August 15, 2025
 3. Approve granting a public utility easement on City property at approximately 2000 South Old Highway 91 (Cedar Boulevard). Rocky Mountain Power/Randall McUne
 4. Approve the bid from Skyline Creations in the amount of \$452,270 for the South Main Street Lighting Improvement Project Phase 2. Shane Johnson/Kent Fugal
 5. Approve the proposal from Hales Engineering in the amount of \$29,500 for the 2025 Traffic Studies RFP. Shane Johnson/Kent Fugal

Staff Agenda

6. Approve the bid from Viking Excavation in the amount of \$282,392 for the Cedar City Cemetery Renovation Project Phase 3R. Shane Johnson/Kent Fugal
7. Consider a request to waive park & other fees associated with the July Jamboree. Rob O'Brien, Cedar City Rotary Club
8. Consider a resolution approving a development agreement related to public improvements on Westview Drive for property in the vicinity of 1800 Westview Drive. Go Civil/Randall McUne
9. Consider ordinances for a General Plan change from medium density residential to high density residential and zone changes from Central Commercial (CC) and Annex Transition (AT) to Dwelling Multiple Units (R-3-M) for property located in the vicinity of 200 West 2530 North. Platt & Platt/Randall McUne

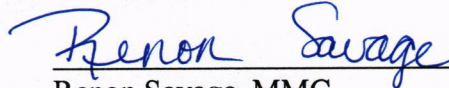
10. Consider a resolution approving a second amendment to a development agreement related to rights-of-way and access for property located in the vicinity of 800 North 3500 West (Cedar 106). Platt & Platt/Randall McUne
11. Consider a resolution approving a development agreement related to not installing all public improvements for property located in the vicinity of 1600 W. Industrial Road. Platt & Platt/ Randall McUne
12. Consider modifications to Cedar City Ordinance 32-8 amending the City's subdivision ordinance to allow PUD-owned storage units. Platt & Platt/Randall McUne
13. Consider a resolution amending the fee schedule for water meters and strainers. Matt Baker/Randall McUne
14. Consider test well locations in the Rush Lake/Braffits Creek area. Shane Johnson/Jonathan Stathis

Dated this 25th day of August, 2025.


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 25th day of August, 2025.


Renon Savage, MMC
City Recorder

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

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

COUNCIL MINUTES

AUGUST 6, 2025

The City Council held a meeting on Wednesday, August 6, 2025, 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; Ronald Riddle; Carter Wilkey.

MEMBER EXCUSED: Councilmember R. Scott Phillips.

STAFF PRESENT: City Manager Paul Bittmenn; City Attorney Randall McUne; Finance Director Terri Marsh; City Recorder Renon Savage; City Engineer Kent Fugal; Police Chief Darin Adams; Fire Chief Mike Phillips; Animal Shelter Manager Brittany McCabe.

OTHERS PRESENT: Ann Clark, Dan Roberts, Travis Carter, Heather Carter, Jennie Hendricks, Kent Jensen, Tom Jett, Tyler King, Troy Stratton, Wendy Green, Steve Nelson, Gavin Carter, Kendell Cummings, Waldo Galan, Meri Pryor.

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

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

ADMINISTRATION AGENDA – MAYOR AND COUNCIL BUSINESS; STAFF

COMMENTS: ■Wilkey – thanks to Chief Phillis and Chief Adams for taking care of the items I brought up last week. We have an event on Saturday, it is the Moonwalk it starts at the LDS Chapel on Greenslake Drive at 9:00 p.m. ■Animal Adoption Event. Brittany McCabe & Darin Adams - Brittany approached me about doing an animal adoption event with fee reduction to move animals along. **Brittany McCabe** – we are doing a 3-hour animal adoption event from 10-1 on August 21st and would like to do a reduced microchip from \$30 to \$10. Most will probably have cash. We have had a lot of dogs come in that are not chipped. We also want to do a two-for-one kitten adoption, we have 106 animals, 91 are cats and kittens. **Wilkey** – do you chip them then and there? **Brittany** – yes. **Paul** – we have had departments come in the past for promotional specials, sometimes it is a discount pass, the only requirement in the past is to produce documentation of what you gave away and who you gave it to. Brittany would give it to Darin, and we would pass it along to you. **Darin** – I would ask if we got to a threshold at a certain number that we do this without having to coming back to you. **Brittany** – I have intake numbers; in April it was 81. Keep in mind that we have 16 adoptable and 16 strays for cats, and then a playroom that we don't like to put more than 10, and we only have 9 adoptable dog kennels. For us to get 30 dogs in a month is a lot, and 51 cats. In July we had 100 come through the shelter, it was 49 cats, 50 dogs, and a parrot. **Wilkey** – what would the number for you be? **Brittany** – I would say 50. **Paul** – we will put it on the agenda next week to vote on. ■**Brandon Burk**, Events Director – the Moon Walk is one of the most popular events, it is around a full moon, we will show ET and have inflatables and we give glow sticks, and it goes through the trails to West Canyon Park. The race starts at 9:30, but we have a pre-event at 7:30. We capped it at 300 last year, we capped it at 500 this year and we are already over 400 signed up. The race is a 5K.

PUBLIC COMMENTS: ■ **Troy Stratton** – a longtime resident of Cedar City. There is a sinking road out on Northfield Road, 2900 N. It is the sewer they put in a few years ago, that is settling. The sewer was put down the road 2-3 years ago to 3000 North. Something is leaking and is settling. The reason I came here, my father, Derral Stratton, worked for the City Street Department for many years, he fixed everything, ran the heavy equipment, he was a welder, and he helped build the back 9 of the Golf Course. I like to golf, and I was thinking, when I was 16-18, the workload at the city was heavy, so numerous times I worked for the city for nothing. I went in to go to the sawmill, we ran the sawmill and logged, I went into the shop to ask my dad a question, the garbage truck was full of garbage, but the brakes didn't work so it had to be fixed. He had to go work on the CAT and some other things. There were two other mechanics, but they couldn't fix anything other than cars. He looked at me and said, "get under the truck and take the computer off and replumb it to standard air brakes so it can go to the dump and be running in the morning." I got under the truck, and it was dripping stuff out of it including maggots. I was under there for 3-4 hours and I plumbed the breaks for the city, nobody said thanks or anything. Another night I came to the shop at 10:30 and he was still working on another garbage truck until 2:30 a.m. to put a clutch in the truck. Another time the dump was on fire, and it created problems with the state, he went out to rescue the equipment, my mom took me out and I had to get on the dozer, and I pushed dirt on the fire for hours, I was 16. They didn't even want to pay my dad for his overtime. I also cleaned the Animal Shelter for a year, and I ran it for a year. I did a lot for the city, and my dad did a lot for the city, and he recently passed, he had a disease that took him down to where he couldn't walk or talk. I took care of my dad for two years because my mom freaked out and assaulted him and I had to separate them. I was golfing the other day and looking at the back 9 and thought my dad didn't ever get to use the golf course, so I thought I would ask for a lifetime pass for all I did. **Wilkey** – how does that work with golf course benefits for full-time employees? **Paul** – full-time employees can use recreation facilities free during employment and up to 5 years after they retire. The family can use it also, spouses and kids as long as they qualify to be on their insurance. **Wilkey** – what about lifetime passes. **Paul** – we used to have lifetime passes and post-retirement health insurance and we got away from that about 15 years ago. There was a lot of concern by our auditors and the amount of unfunded liability that created, and it was wise and responsible to get away from doing lifetime benefits of any sort. **Wilkey** – what about passes for recreation, has there ever been a lifetime for a retired employee? **Paul** – Pup in the only one I am aware of. **Natasha** – the current policy says if you work here for 10 years then you get a pass for 5 years of use. **Paul** – we will put it on the agenda to vote on next month.

CONSIDER THE APPOINTMENT OF JAMES JETTON TO THE CATS BOARD.

MAYOR GREEN: **Mayor** – I would like to appoint him to the CATS Board. **Wilkey** – he was on Active Transportation. I think this is a good fit. Consent.

CONSIDER AN ORDINANCE CHANGING A STREET NAME FROM "OLD HIGHWAY 91". **DAN ROBERTS/RANDALL MCUNE:**

Mayor – we have been talking about this for many weeks. Main and Hwy 91 have been synonymous for a long time; the only difference is a dog leg on the south end of town. I think citizens would like this; I would like to leave it as Main Street. **Dan Roberts** – that is our preference. The Middleton's own a lot of property down there; they submitted three names. Old 91 goes from here to Salt Lake. We are open but think it needs to be changed. That frontage is all commercial. **Cox** – did you watch the discussion last week. I am in favor of Cedar Blvd, I think it is catchy and

follows I-15. **Wilkey** – I had a conversation with Roger Thomas of Choice Builders; he also has commercial property. Are we taking it to Tipple Road, or to the city limits? **Melling** – I would say City boundary. **Wilkey** – I am not speaking for him, but he was not a fan of Main Street, he preferred with Old Hwy 91 and neutral on the other names. We have not made the decision about Cedar Blvd. or South Cedar Blvd., do staff have a preference? **Kent** – I would say having the pre-directional is unnecessary. North Cedar Blvd is the name, so to mirror that South Cedar Blvd may make sense, but I don't know that it matters. **Wilkey** – are we all ok not having it with City in it? **Melling** – I talked with the others that I had mentioned, and they were ok with the Cedar Blvd. **Cox** – are you ok without the City in the name. **Dan** – is that where you want Main Street to end. Just because you make a left turn, I don't understand the argument. It does make sense to make it a Boulevard, but it is not a conflict. I thought it would continue. **Randall** – it will change at the intersection and take it to the city boundary. Action.

PUBLIC HEARING TO CONSIDER A LONG-TERM LEASE FOR CITY PROPERTIES AT APPROXIMATELY 304 NORTH 100 EAST. HEATHER

CARTER/RANDALL MCUNE; Heather Carter & Travis Carter – we are proposing the use of city property for long term use. See Exhibit “A”. **Wilkey** – is it 4% of you as lessor or of all the vendors? **Heather** – of our profit. **Randall** – this is the same as MCO's lease. **Heather** – there is no property value right now because you are not assessed. **Paul** – when it is leased, we have to notify the county. **Heather** – it is a year-round project with semi-permanent structures. The food trucks would be there all the time. There are several things in the lease that we would like to change. **Randall** – we started that, but I had another meeting and did not get redlined. She wanted some changes I would not recommend, one is the rent, they want it based on revenue only and that runs a risk that we get zero. They want 25-year lease that is a long time with no assurances. **Cox** – is there an exit if we want to do something there? **Randall** – no, only if they don't do anything. We want them to do something great. I included that it has to be cleaned up from an event within two days. I had a fencing requirement they didn't want. They want to be treated like tenants, and I treated it like it is city property with a low lease rate and we want a say. I want something noise-related that would cause problems with activities at Main Street Park. **Paul** – we should also have something that prohibits them developing on the bank of Coal Creek. **Randall** – we need to retain access also. **Travis** – there is access by the Crisis Shelter. **Melling** – 75' from the centerline of the ditch has to be clear for access. **Heather** – that is the area we want to put green houses and gardens, most will not be permanent structures. **Travis** – I think it says any permanent structure has to remain with the property. **Wilkey** – I see the value, is Local Roots not collecting revenue other than rent, so another entity will pay you rent and then Local Roots will not pay rent but will collect revenue. **Randall** – the way it is written it is any revenue to Local Roots. **Wilkey** – we do have a new business in town on private property opened a food truck court and we are subsidizing one that is competing with a private owner. This piece and the parking lot behind the stores are the two major pieces the city has. The last proposals that came through for this, the city wanted to open it up to everyone as an RFP and see what other options. **Paul** – the other one was a purchase, and it requires us to put it out to bid, the lease does not, but you can if you want. **Wilkey** – I do support farmers markets. **Melling** – we acquired some of these parcels only about 4 years ago. We need to look at what we paid and what the expected return. I also expressed my concern about the 25-year lease, but I understand the improvements. We do need some kind of early termination with some kind of reimbursement if that occurs. If the city has a pressing need, we need to have a

way to use it. The concept, every study talks about daily program spaces, I do like that about the proposal. **Riddle** – we did the same thing with MCO, they are a private business and there are other private businesses they are competing with. **Wilkey** – there is 7 years for \$100. If they were market rate from day one that argument would be off the table. **Riddle** – I think it is a good concept. **Heather** – the discounted rate is to help subsidize the infrastructure and parking lot. **Cox** – that will add value when you leave. **Wilkey** – it could end up as a liability that has to be taken out. **Cox** – utilities add value and clean up the lot.

Mayor Green opened the public hearing. **Jennie Hendricks** – a few points in favor of the proposal, it is an exciting opportunity. The Carters have a proven track record of creating great events like this, supporting small businesses, there are several small businesses that started at the farmers market that have brick and mortar. This project offers a creative and low-cost way to transform a currently unused space. Instead of sitting idle, it would serve as a gathering place for food, arts culture and education, bringing to life for residents and visitors alike. I am passionate about downtown. If we create a space for locals the visitors will come also. By hosting food trucks, markets and artisan events, this venue will directly support local entrepreneurs, foster the small business ecosystem and keep dollars circulating locally, stimulating economic growth downtown. The public/private partnership is a benefit, it is privately funded up front, including all of the infrastructure, water, sewer, restrooms, landscaping, requiring no initial investment from the city. The community gains a well maintained multi use space without a taxpayer burden and expands and enhancing our downtown public area. This venue will act as a natural extension of our downtown, enhancing how residents use and enjoy these nearby amenities, families attending events and library patrons. It is in all of the studies we have done; we keep learning is the more people we bring downtown the more it helps businesses. **Meri Pryor** - with the Maverik on the corner - I am worried about the farmers market on 100 West, so moving that to 100 East would be a wonderful idea. **Heather** – we are not initially talking about moving the farmers market from 100 West. Maria Twitchell sent a letter in support of this; it supported their agenda to include off-season events and activities; a copy is attached as Exhibit “B”. **Gemma Carter**– I am reading what Robin Ekker sent. *“I’m writing in support of Travis and Heather Carter’s proposed lease of downtown city property. Their proposal is exactly what that area of town deserves. It is in keeping with the mission of making our downtown appealing destination spot by offering food trucks, a farmers market, entertainment venue and more. It would also enhance the neighborhood around the park making it more appealing to locals and visitors alike. Having a dedicated space for these things would be a wonderful addition to our city. Moab’s dedicated food truck square is one of my favorite parts of Moab and I envision the same community feeling here. Travis and Heather have a long history of building our community. I have full faith that this project would be a wonderful addition to their contributions. Thank you for your attention, Robyn Ekker.”*

Brandon Burke – I want to say as the Events Director I approve; it is an extension of Main Street Park that is managed privately. The park is the most sought-after spot that the city lends out and it is equipped for everything but food trucks, and we could coordinate with that and it would expand. UDOT is cracking down on shutting down State Roads, so moving things of state roads helps also. **Steve Nelson** – I love downtown and the concept. I think it is the negotiating of details, you never know what the future holds for Cedar City and that is a very valuable piece of dirt. If something is more valuable, we need a way to get out if needed but make them whole. **Melling** – Robert Dalton has a piece of property adjacent to

this, and it is valued at \$90,000, 4% if \$14,400 a year if we went off that number. **Mayor** – my raw land leases are 5% a square foot a month. The hearing closed.

Wilkey – we need to give them some direction. Some of the concerns are the lease from year 1-7, there is 4%, is that the right amount and do we do 25 years and are there exits for us.

Cox – and how do we make them whole; they are taking a risk. **Heather** – in my experience, it has only been the past 5 years that we have improved to generate income. These things are slow moving, we would like to sign a contract by September 1st and then have something by the end of the year, but we have to get city permits. We are also agreeing to work with city organizations, we are willing to make some concessions, we want it to be a gathering place, it is slow, and it varies from year to year and president to president. Some things are not predictable. Land value continues to rise, we need a little more cushion when looking at the lease. We wouldn't do it if we didn't think it would be successful. We think it will improve downtown Cedar City. **Paul** – you have a closed session for property negotiations; this can be discussed in that meeting. **Cox** – are you ok with an exit if you are made whole. **Heather** – I am hesitant, it takes 2-3 years to get everything in place, so we need time to compensate for our time, maybe for a certain number of years. **Melling** – much of this discussion needs to be done in open meeting. What they want to do privately is what studies have said we should do publically. I am ok to go low while you get infrastructure in place. After the 7 years, if they are doing good business we make more than 4% of the land lease off revenue, 4% is about half market value. We need to have a fixed term in the 5–10-year range for an exit. **Wilkey** - I think 7 years for the \$100 is a long time. **Paul** – you could use 4% of property value and year 7 the % of what they make kicks in. **Melling** – maybe we look at the greater of the 4% or the revenue, and the floor does not kick in until year 7. **Heather** – I understand that is after expenses. **Paul** – 4% of revenue of \$50,000 that is less than \$2,500 a year, Lin's pays substantially more to lease a similar size of property. **Wilkey** – how is the percentage proven? **Randall** – we require them to submit it at tax time. **Paul** – if you depreciate each year, we will never get anything. I think we need land value as a base rate, if you want to keep it lower for the first 7 years then ok. **Cox** - the greater of the 4% or the land value. **Randall** – that is how it is drafted after the 7 years. **Heather** – we would like to request a cap based on the land value, just because land is going up doesn't mean everything else goes up. **Randall** – if property goes up enough the opportunity for other changes go up also. **Melling** – the floor of the 4% land value accounts for revenue going down, the city is getting less than half of fair market value. You shouldn't have us ask permission for everything; Leisure Services should notify you if they have an event coming up. **Heather** – we don't plan on being noisy, I would like to be in compliant with the noise ordinances. We could work together. **Paul** – you cannot do that; we don't have a noise ordinance. **Wilkey** – do we allow alcohol sales on our property? **Paul** – at the Golf Course and we have beer gardens. **Randall** – the thought process is like the Legacy events at the Heritage Theatre; we don't want them to chase those events off. I only used amplified sound. **Heather** – we have live music at the farmers market every weekend that is amplified. **Paul** – the sound discussion is interesting. When Shakespeare was renovated, we had live music in the park that interfered with Shakespeare in the outdoor theatre, and we no longer have those events during Shakespeare. **Heather** – we also worked with Shakespeare with the live music at the Farmers Market and it has not been an issue. **Randall** – the contract is with an entity, not with the Carters and the entity could be sold. **Heather** – I don't like that I have to consult with Leisure Services for every event that I have and if I don't hear from them, it is considered a denial. **Cox** – that should be an approval. **Melling** – I think it should be on the

city to notify them of the events. **Wilkey** – how many parking spots are you proposing? **Heather** – the number required under open air. **Travis** – we realize there is no way to corral where people park. It would be wise to have the parking shut off for the night for transient issues. **Heather** – I don't know what better use might come up, we hope this might be the best use. **Randall** – it is an option to renew, 25 years nothing continues, it would start over. **Melling** – if the arrangement is working you come to terms with what is in place, if a tenant wants an option, there is a hefty premium. **Paul** – after 25 years the parties will renegotiate in good faith. **Melling** – power, sewer, water and restroom would be the infrastructure if we terminate early. Will there be sewer hookups for the food trucks with a grease trap? **Heather** – that is not determined yet. Action.

PUBLIC HEARING TO CONSIDER A LONG-TERM LEASE FOR CITY PROPERTY AT APPROXIMATELY 62 NORTH 900 EAST. TOM JETT/RANDALL MCUNE:

Tom Jett – in 2009 I leased a piece of property behind LaFiesta 1.5-1.7 acres, the 100 East that goes through that property was included. About 4 years ago Paul Bittmenn came to me and said the city is working with Forest Service/BLM building adjacent and they needed parking and asked for the lease back. I said anything to help the city. Nothing ever happened with the property, I went to Paul and asked about the status of the property, and he said they backed out of the agreement. Several months ago, I spoke with Randall, Paul, Mayor and many of you individually and if the city is not using the property, I would like to take it back under the same terms and conditions that I had it and restore it as of the date I gave it back to the city. **Wilkey** – how long was the lease? **Tom** – 99 years. **Wilkey** – were there built in increases. Do we go back to the price without the increase. **Melling** – say the clock was still clicking and add 4 years to the back of the end. **Paul** – you can't lease what he had, MCO expanded and on the east side you have to take out 75-100 feet for 100 East, you will lease back less property to him. He wants to restore what he had, and it doesn't exist anymore. **Tom** – if the city would have come to me to build a road I would have said do what you have to do. **Cox** – go back with the rate on the lesser acreage. **Wilkey** – looking at land leases, if you don't do something with the property, you have to do something within a certain time frame, or it terminates. **Melling** – we don't do that in other leases, but Carter's are asking for below market. **Randall** – it is intended use. **Wilkey** – do we want it to do nothing for 20 years, once built on the value goes up. **Tom** – Mr. Phillips had a similar concern, I said I would put in that I had to start construction within 10 years, it will be an attractive project. **Randall** – it is good to put some deadlines on it. You may want to put something to finish the project. **Paul** – we have to put something in about start construction, define what that means. **Melling** – like Maverik had 10 years to pull a building permit and two years to finish. **Randall** – Mr. Jett said he handed it back at the goodness of his heart with no conditions. As you think about this, if we are aiming for market value, make sure you know the market value. **Tom** – it is 2% of the revenue. **Wilkey** – what would be the rent? **Tom** – it is \$4,200 a year. It is a value; the rate will go down because of the lesser amount of property. **Randall** – it lists a fixed amount for the annual rent; it is a base rate plus. **Melling** – 2% is good on a restaurant. **Tom** – Randall said the Paul never said that the city would give this property back, and he did not. This comes down to honor.

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

Tom – I want to restore it and adjust it based on the amount of property. Action.

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:

Brent Drew – there is an RDO on the entire project, we have to change the property into the zoning for the areas. The different PODs are changed, the mixed-use area is there is no demand for the neighborhood retail. We are making smaller lots for single family houses. There are 45 acres for the Hidden Canyon Commons area across from Silver Silo. We have met with a lot of neighbors so there is less concern from them now. **Wilkey** – Is it in accordance with the original RDO? **Randall** – ne of POD 10 it breaks into the other POD, the ordinance says approximate. They are within 1-2%. POD 10 will be 30% off. **Paul** – when you enter the RDO's there is an overall density. As long as the density is close, they should stand. **Melling** – one concern, if mixed use we changed that some time ago, 4 years ago, so solely residential uses are not permitted, 30% of the area must be commercial. **Brent** – that is a good question, we will look into and adjust that. **Wilkey** – MU is the one that was abused more than any other in the past, but the overall density has also been agreed upon, so it will work out.

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

Action.

APPROVE REPLACEMENT BOARD MEMBER FOR THE COURTYARDS AT SHURTZ CANYON PID. J TYLER KING/RANDALL MCUNE: **Tyler King** – the district has a vacancy on the Board of Trustees, per Utah Code the District is requesting Jennifer Sauala as the replacement. Consent.

CONSIDER PERSONNEL POLICY CHANGES. NATASHA HIRSCHI: **Natasha Hirschi**, HR Specialist – a few policy changes, some is housekeeping. Chapter 4 is adding exempt positions and deleting a footnote not needed on affordable care act. Chapter 6 we are in need of input about department heads' living requirements, you can discuss what you want to see. We grandfather the Library Director. We changed the Economic Development Director to live within the County all others live within the city. **Wilkey** – for the most part we feel if there are many variances we look at the rule not the variance. **Melling** – the biggest difference with the library is the county nexus same with economic developments. **Paul** – Fire, Public Works, they contribute to the Airport. **Natasha** – it was put in the policy 10 years ago. **Paul** – the elected officials have feedback because the City Manager did not live in the city, he owned property in the City but did not live here. **Cox** – I think it should be a radius. I like a 25-mile radius except for the City Manager. What are we eliminating by not having them live in the city, there may be an awesome person across the street. **Melling** – I have mixed feelings. If an employee doesn't want to live in the city. **Natasha** – some of it comes through promotion. **Wilkey** – the reason is you spend taxpayer money. **Paul** – if you have influence on how you spend money from taxpayers, you should live here. Also, if people want to talk to you to express concerns you should live in the city so you are around them. **Cox** – I don't think you should be required to live in the city. **Melling** – if you repeal the policy, if they live where we don't feel like they are doing the job we don't hire them or

we fire them. **Paul** – we had a department head that wanted to live in Coral Canyon. **Cox** – New Harmony to Parowan is the proximity, but not St. George. **Natasha** – do you want to say Iron County. **Paul** – where are you measuring the radius from? **Wilkey** – I say within 10 miles of the city limits. **Natasha** – public safety said they have to be within 25 miles from the place of employment, and it does not include Brian Head or Cedar Mountain. **Riddle** – I lean to what Paul had to do. The radius has to be from city hall. **Natasha** – more housekeeping, we have holiday bank, iSolved calls it Holiday bucket. Annual leave for exempt requires them to use in 8-hour increments, we are making it for sick also. Bereavement has been emergency; we will call it that. FMLA we are changing it to 10 days instead of 5 days. Action.

Action.

CLOSED SESSION – PROPERTY NEGOTIATIONS & REASONABLY IMMINENT

LITIGATION: Councilmember Melling moved to go into closed meeting at 7:45 p.m.; second by Councilmember Cox; roll call vote as follows:

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

ADJOURN: Councilmember Melling moved to adjourn at 8:55 p.m.; second by Councilmember Riddle; vote unanimous.

Renon Savage, MMC
City Recorder

An aerial rendering of a proposed food truck park and event space. The scene shows several food trucks in various colors (orange, yellow, blue) parked in a designated area. There are numerous picnic tables and benches arranged for seating. In the background, there are greenhouses and more trees. The overall atmosphere is vibrant and community-oriented.

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

Our Role in This Project:

- Lease Holder – Local Roots will sign and manage the property lease
- Fundraising & Sponsorships to ensure long-term success
- Community Partnerships – collaborating with local organizations
- Program Coordination – bringing education, events, and resources to the space

Our Mission:

- To strengthen local food systems, support small businesses, and create vibrant community spaces.



Why this project matters to us

We're Travis & Heather Carter – Service is in our roots.

Travis Carter

- 24 years in law enforcement, serving Cedar City & nearby communities
- Approaching retirement; this project is the next chapter of community service
- Skilled in building and managing projects—perfect fit for this space

Heather Carter

- Longtime community event organizer: Great American Stampede, Horse Parade, 4th of July Parade
- Founder of Utah's first year-round farmers market – Festival City Farmers Market
- Host of farm events at Nature Hills Farm, connecting people to food & farming

Together:

Created Local Roots Foundation, a nonprofit supporting farmers markets and local food systems

This project combines our experience to create a lasting, community driven space for Cedar City

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?

EXHIBIT "B"
CITY COUNCIL – AUGUST 6, 2025



Visit Cedar City Brian Head Tourism Bureau
581 North Main
Cedar City, UT 84721

August 6, 2025

Cedar City Council
10 North Main Street
Cedar City, UT 84720

RE: Letter of Support for the Cedar City Food Truck Court & Event Space Proposal

Dear Mayor and Members of the Cedar City Council,

On behalf of the Visit Cedar City - Brian Head Tourism Bureau, I am writing to express our support for the Local Roots Foundation's proposal to transform the unused city lot east of Main Street Park into a vibrant food truck court and community event space.

This initiative directly aligns with our tourism destination development goals to promote engaging, authentic, and locally rooted experiences that increase visitor stays and spending. By activating underutilized space in the heart of downtown, this project offers a unique opportunity to create a walkable destination for residents and tourists alike while enhancing our culinary scene, supporting local entrepreneurs, and fostering meaningful community connection.

The proposed amenities, including utility equipped food truck stalls, seasonal markets, public restrooms, seating, and shaded gathering spaces, will enhance the visitor experience while encouraging increased foot traffic near other key attractions such as Main Street Park, the Library, Historic downtown businesses and Southern Utah University. The phased approach to development and the Foundation's commitment to covering infrastructure costs through private fundraising demonstrates a responsible and sustainable model for long-term impact with minimal financial burden to the City.

In addition, the project's inclusion of seasonal events like art fairs, evening markets, and a holiday village supports our desire to encourage more off-season activities and events and aligns with our broader downtown revitalization efforts.

We applaud the Local Roots Foundation for their vision and leadership and urge the Council to move forward with lease negotiations to help bring this exciting project to life.

Sincerely,

A handwritten signature in black ink that reads "Maria Twitchell". The signature is written in a cursive, flowing style.

Maria Twitchell
Executive Director
Visit Cedar City - Brian Head Tourism Bureau

COUNCIL MINUTES
AUGUST 13, 2025

The City Council held a meeting on Wednesday, August 13, 2025, 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; Finance Director Terri Marsh; City Recorder Renon Savage; City Engineer Kent Fugal; Police Chief Darin Adams; Fire Chief Mike Phillips; Leisure Services Director Ken Nielson; Public Works Director Ryan Marshall; HR Specialist Natasha Hirschi; Fire Captain Travis Fails.

OTHERS PRESENT: LaNor Warby, Pastor Richard Brown, Tom Jett, Rick Holman, Waldo Galan, Steve Nelson, Wendy Green, Heidi Hailstone, Triston Loveland, Tonya Payne, Bill Payne, Sarah Allred, Waldo Galan, Phil Schmidt, Bradley Abbitt, Christopher Fletcher, Ryan Guevara, Treyson Kite, Jeremy Sorensen, Jayden Vanaman, Elijah Wiggins.

CALL TO ORDER: Pastor Richard Brown of Red Hills Baptist Church gave the invocation; the pledge was led by Paul Bittmenn.

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

ADMINISTRATION AGENDA – MAYOR AND COUNCIL BUSINESS; STAFF

COMMENTS: ■ **Mayor** – we need to have a special meeting on August 26th to canvass the election. The council decided to hold the meeting at 9:00 a.m. ■ **Phillips** – I would like to look at 1045 N. and Northfield Road for a designated right-hand turn, there are people stacked up to turn right going southbound, turning right on to 1045 North, there would have to be no parking on the curb. ■ **Riddle** – over the last week and a half, a lot of people have talked to me about the Flock system, it watches for license plates, it doesn't check to see if they are overdue, they are stored for 90 days and then it is out of the system. I have had people ask, "what are you doing watching me". I wish people would educate themselves. With an arson in our town, they were able to find the individual responsible because of that system. There have been other things happening in southern Utah that this system has helped with. **Cox** – the cameras can't follow them home. **Chief** – there are 42 throughout Cedar City, if people know where they are they can avoid them. They cannot check registration. It just tells if a plate passed a camera, and how many times on a certain date. **Riddle** – it is not watching us. There have been abductions of children that it has helped with. People need to educate themselves. It is not just good for our city, but for our state. ■ **Wilkey** – we have all gotten the calls, people think it is more than it is. I just came from the official retirement of Steve Decker from the Library. Also, your Youth Mayor will be leaving us, Heidi Hailstone, this is her last meeting, she served for two years, thank you for your service. **Phillips** – we met last week and elected a new Youth Mayor Shannon Roach from Canyon View High School will be the new youth mayor. **Wilkey** – last Thursday I met with Wayne Smith, where are we at with him? **Paul** – we have been working with Wayne and Maria Smith and Ralph Watson for the past 6 years. We have produced for them an engineering set of drawings showing the right-of-way and Mr. Watson wanted to review it. Jonathan follows up with them every 4 or 5 months. The funding is Small Urban Highway in 2026, so we need to get

the right-of-way tied up. **Phillips** – I worked a lot with them, and it fell through. ■ Introduce new fire recruits. **Chief Mike Phillips & Asst. Chief LaNor Warby**- the recruits started 10 months ago, and we are here to introduce them to you tonight. **Warby** – one of the challenges we have is getting new recruits and then getting them to stay with us, we have more of this group sticking around. About 40 years ago the first essential manual was introduced, it was 1-2 inches thick, now it is 4-5 inches thick. If you look at the homes and buildings and what we put in them as well as the vehicles, they have created a dangerous environment for taking care of them. We must be much more trained to deal with the risks and hazards. These guys have been through 338 hours of training, and it doesn't count at home study. Travis Fails has led the training; it is a big commitment. It is a team effort to bring them on, and we are excited to have them. Two are not with us tonight, Brian Fletcher and Isaac Schwendinger, they are on deployment in Idaho on an engine. **Travis Fails** – one of the tasks is getting volunteers to show up, doing the academy we get them excited Bradley Abbitt, Christopher Fletcher, Ryan Guevara, Treyson Kite, Jeremy Sorensen, Jayden Vanaman, Elijah Wiggins. They have put in 338 hours of classroom time but many hours at home. If they don't study at home, they won't make it. Chief Phillips and I teach these classes all over the State and we have a great class right here.

PUBLIC COMMENTS: ■ **Jacob Miner**, Utah Food Bank – I am excited for those firefighters. Summer feeding in the park, we serve meals in the park, it is designed to give meals to the kids that get free or reduced meals at school. Cedar City Main Street Park was an ideal place. Thank you. We served over 100 meals every day, we served 6,355 meals during the summer. We served lunch Monday through Friday except for holidays. The Parks and Recreation Department was good with us, worked with our Kids program lead Nancy. On our end it went extremely smooth, and we are grateful. **Phillips** – we appreciate what you do.

CONSENT AGENDA: (1) APPROVAL OF MINUTES DATED JULY 16 & 30, 2025; (2) RATIFY BILLS DATED AUGUST 1, 2025; (3) APPROVE THE APPOINTMENT OF JAMES JETTON TO THE CATS BOARD. **MAYOR GREEN:** Councilmember Phillips moved to approve the consent agenda items 1 through 3 as written above; seconded by Councilmember Cox; vote unanimous.

CONSIDER A RESOLUTION FOR A REPLACEMENT BOARD MEMBER FOR THE COURTYARDS AT SHURTZ CANYON PID. J TYLER KING/RANDALL MCUNE: **Randall** – no changes.

Councilmember Cox moved to approve the replacement board member Jennifer Saulala for The Courtyards at Shurtz Canyon PID; seconded by Councilmember Melling; vote as follows:

AYE: _____ 5 _____
NAY: _____ 0 _____
ABSTAINED: 0 _____

CONSIDER AN ORDINANCE CHANGING A STREET NAME FROM “OLD HIGHWAY 91”. DAN ROBERTS/RANDALL MCUNE: **Phillips** – we have had some

lengthy discussion, I would like to stay with Old Hwy 91 or Southern Parkway, I have talked to several with many different ideas. **Riddle** – I would like Old Hwy-91 or Main Street.

Councilmember Wilkey moved to approve an ordinance changing the street name from Old Highway 91 from Main Street to the City limit line to Cedar Boulevard; seconded by Councilmember Cox; roll call vote as follows:

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

CONSIDER AN ORDINANCE TO CHANGE THE ZONES 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:

Wilkey – it is in accordance with the RDO. **Randall** – approximately, but that is what it is supposed to do.

Councilmember Phillips moved to approve an ordinance changing the zones from AT to RE and MU for property located in the Iron Horse Residential Development Overlay, in an area ranging from approximately 800 S. to 1950 S. & 2600 W. to 3500 W., being located mostly north of the Saddleback Ridge Subdivision; seconded by Councilmember Melling; roll call vote as follows:

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

CONSIDER A LIFETIME GOLF PASS FOR TROY STRATTON: **Troy Stratton** – I would appreciate no pay for the pass for the work I did. My dad helped build the back 9 at the Golf Course. **Phillips** – do you golf? **Troy** – yes, not a ton. **Phillips** – we have thousands of volunteers that do hundreds of thousands of dollars of volunteer work, and I worry about what it would do for everyone that wants to request a lifetime pass. **Troy** – I understand, but the jobs I did were nasty. **Cox** – thank you, it is appreciated. **Troy** – I was 16-18 and the mechanics couldn't do it. **Cox** – there are a lot of people that volunteer and if we did this it would open the floodgates.

Councilmember Phillips moved to deny a lifetime golf pass for Troy Stratton; seconded by Councilmember Wilkey; vote unanimous.

CONSIDER A LONG-TERM LEASE FOR CITY PROPERTIES AT APPROXIMATELY 304 NORTH 100 EAST. HEATHER CARTER/RANDALL

MCUNE: Randall – I have been in communication with Heather Carter; she is asking that it be tabled so she can discuss more with me. She is hoping for next week, but it may be later. It will come back to a work meeting.

Councilmember Wilkey moved to table a long-term lease for city properties at approximately 304 N. 100 E. until proponent comes back; seconded by Councilmember Melling; vote unanimous.

**CONSIDER A LONG-TERM LEASE FOR CITY PROPERTY AT
APPROXIMATELY 62 NORTH 900 EAST. TOM JETT/RANDALL MCUNE:**

Randall – we didn't have a draft last week, what you have is the original, this is close to the original with a few changes you requested last week. **Tom** – I would like two changes, the base rent and a percentage of sales rent, I would like a provision that says whichever is higher. **Paul** – the way it is structured, it is the base rent, and the percentage is above the base rent. **Randall** – 6.3 says that it has to reach that level before we charge the percentage. We changed the amount by the acreage that changed, it is now 1.39 acres, the original is 1/3 of an acre more. **Phillips** – when the street goes in, this is a prime corner. **Wilkey** – the income is only paid once a year, after the year ends, do we want it paid more often? **Teri** – Finance doesn't care. **Randall** – it is simpler to do an annual payment. **Tom** – change #2, one of the concepts is to have vacation rentals in the proposed project, this says no dwellings, I think of a dwelling as a home, but we want residency to not exceed 30 days. **Melling** – is that what we use in a commercial zone. **Randall** – it can be 50/50 on the ground floor. But 30 days is what is defined in short-term rental. **Paul** – it is an illusion; people just sign a new 30-day lease. **Wilkey** – mixed use was much bigger zone with the original zone. **Paul** – we intentionally restricted residential use, we didn't want people living there. **Randall** – it is city owned property; we can restrict further than the zone. **Paul** – we didn't want short-term or long-term rentals there. **Phillips** – Airbnb's didn't exist 15 years ago. **Paul** – that concept was around; it was legal in the downtown. **Cox** – it didn't make sense then. **Wilkey** – standalone parking lot. **Paul** – the paragraph mentions housing in 5 sections; the City Council did not want housing. **Phillips** – it is an entrance to the Golf Course. **Wilkey** – why not facilities for non-profit. **Paul** – we want it to generate more money, that is why we want commercial and retail, we want it to make money. **Tom** – you would make money on the transient room tax (TRT), plus the additional 2%. **Phillips** – I struggle with the 10 years to start. **Tom** – we talked about this. I can't predict the economy. I don't plan to wait 10 years; I don't want to pay tax on the property. We had a big downturn, that is why I asked for the 10 years. **Wilkey** – in your plans, is the idea to have any of the short-term rentals on the ground floor. **Tom** – they would all be above. **Cox** – if no housing you likely wouldn't go two stories. **Tom** – correct. **Wilkey** – you will need parking spaces for housing that will take space from commercial. **Tom** – one is a nighttime business; one is a daytime business. **Paul** – your ordinance has a provision for shared parking, and the Airbnb people park different times of day and night. **Wilkey** – you don't want residential in general, only short-term. The ordinance allows 50%, but we could limit the units or a percentage. **Melling** – commercial on bottom, you have a ¼ million in risers, 8,000-10,000 footprint and then go up from there, it is a really good size retail facility, I don't see a problem with residential uses above. **Wilkey** – if we say no to residential, he could build a 3-story office building, and there are not any sales. **Riddle** – we get 2% off the rent also. **Wilkey** – do we get a percentage of the short-term rental? **Tom** – yes and the TRT. **Randall** – the short-term rental we get that and if he sublets, we get his portion not both from him and the sales. **Phillips** – I would strongly

suggest that we put that the residential is on the second floor only. **Melling** – I would limit it to short-term rentals. **Riddle** – I would like to have it built out quicker. **Tom** – I have met with a design professional.

Rick Holman – I don't think the city has done a 100-year lease before it was done with Mr. Jett on property to the west of that, I don't know if it is still in place and if it is getting the revenue hoped for. Is a 100-year lease in the best interest of the community, or would it be better for someone to bring in a plan to review before a lease is granted. Also, looking at the rental schedule, that is minimum rent, the 5-year periods increase by 1% for a 5-year period, that seems very low, it is appalling that you would look at that. I would suggest a lease you can see rather than a projection. Most developers bring a plan to the table. Those are immediate concerns. I know the property has been vacant for a long time. There have been subsidence concerns and who knows when 100 east will go in, and I think when that happens that is going to generate more interest. I would recommend looking at the rental schedule and look at a plan that has professional planners putting their names on it so the council can evaluate something specific rather than a desire without a for sure plan you can plan on. **Cox** – he had the lease and gave it back to the city and he didn't have to do it. **Rick** – I was around then, and I didn't agree with it then. **Wilkey** – where did the numbers come from? **Tom** – Rick Holman wrote them. **Paul** – I don't think so, the city manager at the time, Jim Allen. **Melling** – we all realize this is not market rent, this is a royalty rent, and if royalties really tank, then this is the bare minimum. There are much smaller sites, net very far away that the royalty would be \$6,000 a month or more. The royalty amount is the key, not the gross sales percentage. **Phillips** – do we have other leases with the 99 years? **Paul** – no. **Wilkey** – what is the MCO lease? **Tom** – 99 years. **Paul** – I don't think it is that long, I think it is 45. Most long-term leases are at the Airport; they are 50 years. **Randall** – when you have long contracts, you don't know what Mr. Jett will do and the city is stuck if he does the bare minimum. **Phillips** – what is the definition of nothing. **Randall** – we have it defined. It also allows him to invest more. Usually 99-year leases are with corporations, not individuals.

Councilmember Melling moved to approve a long-term lease for city property at approximately 62 N. 900 E. that the tenant apply for building permit and issued within 8 years, that the residential restriction stricken and be limited to short-term rental and that they be excluded on the ground floor; seconded by Councilmember Cox; vote AYE – 4 NAY – 1 Phillips.

CONSIDER A RESOLUTION TO AMEND THE PERSONNEL POLICY. NATASHA HIRSCHI:

Natasha Hirschi, HR Specialist – I made the recommended changes to Chapter 6 requiring that were mentioned last week allowing department heads to live within 25 miles of City Hall excluding Brian Head and Cedar Mountain and changed the Police Departments to be city hall also. Everything else remained the same. **Melling** – so it is the same for take-home vehicles as for department heads. **Natasha** - Public safety requirements are different, section 16.1.5, there is a requirement for some of the positions to live within a 10-mile radius of their primary work location, but public safety take-home vehicles that they get to take home and use for other use is 25 miles. This includes the Economic Development Director, they are all are lumped in one policy now. **Phillips** – in theory that person could live in Parowan? **Natasha** – yes. **Phillips** – do you see any unintended consequences, I worry about changing things and not thinking through all things. **Natasha** – this was not a policy until 2015. We had many department heads retiring and the Mayor and Council wanted to have

them live in the city limits so it was changed. There have been discussions over the years that they are in charge of the money, and they have to live by the decisions they are making. **Paul** – unintended consequences, we come back 1-2 times a year to keep up with things, another council will say why did they pass this, it doesn't make sense. **Melling** – all elected officials have to live in Cedar City, department heads we hope want to live in Cedar, but if they already live outside the City, or if they live on their farm, if it becomes a problem, a future council can deal with it, I think it is an impediment of recruiting good talent. **Wilkey** – is this common among other cities? **Natasha** – on the Wasatch Front they can live where they want, in larger cities it is common. **Phillips** – it is the taxpayers of Cedar City that pay the salaries, so it is tricky. **Cox** – people that pass-through pay sales tax. I don't think it is a valid argument. **Riddle** – people of Enoch come to Cedar to buy groceries. **Phillips** – I just want to make sure we are thinking it through.

Councilmember Wilkey moved to approve a resolution amending the Personnel Policy; seconded by Councilmember Melling; vote as follows:

AYE: 5

NAY: 0

ABSTAINED: 0

CONSIDER A RESOLUTION TO AMEND THE FEE SCHEDULE FOR ANIMAL CONTROL EVENTS. DARIN ADAMS/ RANDALL MCUNE:

Chief Darin Adams – this request is to once we hit over 50 cats at the Shelter; we can have a 2 for 1 special to move the cats. Second is an adoption event to move animals and for 3-hour event to have the chip fee from \$30 to \$10. **Randall** – I made the language broader; it is to get consent from the Chief and then track it. I don't want to make it too specific, or they will be coming back. **Phillips** – I agree, they know the shelter better than we do and they don't need to come back every time.

Councilmember Phillips moved to approve a resolution amending the fee schedule for Animal Control Events; seconded by Councilmember Melling; vote as follows:

AYE: 5

NAY: 0

ABSTAINED: 0

ADJOURN: Councilmember Phillips moved to adjourn at 6:43 p.m.; second by Councilmember Melling; vote unanimous.

Renon Savage, MMC
City Recorder

#2

CEDAR CITY CORPORATION

Payment Approval Report - CUSTOM W/GL & DESC.
Report dates: 8/13/2025-8/13/2025Page: 1
Aug 15, 2025 12:40PM

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
BARNEY BROS ELECTRIC INC					
16038	CC WTR - SPILLSBURY POWER SWAP	06/30/2025	51-40-740 CAP OUTLAY-EQUIPMENT	1,488.17	
Total BARNEY BROS ELECTRIC INC:				1,488.17	
BIG TREES NURSERY					
7136	CC PRK - ARBOR DAY TREES	05/22/2025	10-83-482 URBAN FORESTRY PROGRAM	2,128.00	
Total BIG TREES NURSERY:				2,128.00	
IHC WORKMED					
CC3614801	1041137-DRUG TESTING Y25	08/01/2025	10-41-137 DRUG TESTING	324.00	
CC3614801	1041137-EMPLOYEE HEALTH Y25	08/01/2025	10-41-138 EMPLOYEE HEALTH	300.00	
Total IHC WORKMED:				624.00	
METERWORKS INC					
10692	CC WTR - WATER METERS	04/11/2025	51-40-481 METER-NEW	6,679.26	
10693	CC WTR - WATER METERS	04/11/2025	51-40-481 METER-NEW	2,226.42	
10767	CC WTR - WATER METERS	05/06/2025	51-40-481 METER-NEW	1,904.88	
Total METERWORKS INC:				10,810.56	
METROPOLITAN COMPOUNDS INC					
0019822-IN	0031783 - FD - FASTBALL TOWELS	05/27/2025	10-73-261 JANITORIAL SUPPLIES	551.53	
Total METROPOLITAN COMPOUNDS INC:				551.53	
MOUNTAIN WEST COMPUTERS					
86933	CC ARENA - COMPUTER UPGRADE	06/05/2025	10-90-312 COMPUTER & TECH SERVICE	849.00	
87026	CC PD - EXCHANGE	06/13/2025	10-70-312 COMPUTER & TECH SERVICES	96.00	
87068	CC LBRY - COMPUTERS	06/18/2025	10-87-740 CAP OUTLAY-EQUIPMENT	6,600.00	
87077	CC LBRY - COMPUTERS	06/18/2025	10-87-954 STATE GRANT-DCC LIBRARY GRANT	5,245.00	
Total MOUNTAIN WEST COMPUTERS:				12,790.00	
MOUNTAINLAND SUPPLY LLC					
S107086706.001	9372 - SAW BLADES	06/25/2025	53-56-480 SPECIAL DEPARTMENT SUPPLIES	1,509.32	
S107108472.001	9372 - PIPE & FLANGES	06/26/2025	53-56-480 SPECIAL DEPARTMENT SUPPLIES	123.95	
S107109768.001	9372 - PIPE & FLANGES	06/26/2025	53-56-480 SPECIAL DEPARTMENT SUPPLIES	129.22	
Total MOUNTAINLAND SUPPLY LLC:				1,762.49	
PETERSON DRYWALL LLC					
1899	CCFD - SHEET ROCK REPAIR	06/30/2025	10-73-262 BUILDING & GROUND MAINTENANCE	500.00	
Total PETERSON DRYWALL LLC:				500.00	
SCHINDLER ELEVATOR CORPORATION					
7154159951	5000171786 - ELEVATOR REPAIR	04/30/2025	10-92-262 BUILDING & GROUND MAINTENANCE	1,074.21	
Total SCHINDLER ELEVATOR CORPORATION:				1,074.21	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
SCHULER SHOOK					
2502.00-2	CC HERITAGE THEATER REMODEL C	06/30/2025	10-92-730 CAP OUTLAY-IMPROVEMENTS	15,905.43	
Total SCHULER SHOOK:				15,905.43	
SKAGGS PUBLIC SAFETY EQUIPMENT					
450_A_291135_1	103035 - CCPD - SHIRTS, PANTS	06/10/2025	10-70-620 UNIFORM PURCHASE	917.75	
Total SKAGGS PUBLIC SAFETY EQUIPMENT:				917.75	
SOUTHWEST PLUMBING SUPPLY					
S4925380.001	113 - WWTP DEWATERING PIPING & V	06/24/2025	53-56-252 EQUIPMENT MAINTENANCE	9,170.39	
Total SOUTHWEST PLUMBING SUPPLY:				9,170.39	
Grand Totals:				57,722.53	

Dated: _____

Mayor: _____

City Council: _____

_____City Recorder: Benon SavageCity Treasurer: Rhean Carlson

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Report Criteria:

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

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
A-1 GLASS					
1028768	CCPD - WINDSHIELD / FORD EXPEDIT	08/05/2025	10-70-252 EQUIPMENT MAINTENANCE	529.00	
Total A-1 GLASS:				529.00	
ACTION CONTRACTING LLC					
S5003746.001	113 - EFFLUENT FILTRATION SYSTEM	08/05/2025	53-56-732 CAP OUTLAY-FILTRATION SYSTEM	338,200.00	
Total ACTION CONTRACTING LLC:				338,200.00	
AGRONO-TEC SEED CO.					
63883	CRGC - 60/40 BLEND GRASS SEED	07/02/2025	28-40-480 SPECIAL DEPARTMENT SUPPLIES	5,615.50	
Total AGRONO-TEC SEED CO.:				5,615.50	
ALSCO - AMERICAN LINEN SUPPLY					
LSTG1193535	6051 - FLT UNIFORM SERV	07/23/2025	10-78-451 UNIFORM SERVICE	30.85	
LSTG1194669	6051 - FLT UNIFORM SERV	07/30/2025	10-78-451 UNIFORM SERVICE	30.85	
LSTG1194870	055640 - CCFD - PAPER PRODUCTS/S	07/31/2025	10-73-261 JANITORIAL SUPPLIES	704.14	
LSTG1195563	005510 - WWTP UNIFORM SERV Y26	08/05/2025	53-56-451 UNIFORM SERVICE	37.66	
LSTG1195809	6051 - SW UNIFORM SERVICES	08/06/2025	55-40-451 UNIFORM SERVICE	75.85	
LSTG1196954	6051 - FLT UNIFORM SERV	08/13/2025	10-78-451 UNIFORM SERVICE	30.85	
Total ALSCO - AMERICAN LINEN SUPPLY:				910.20	
ASHDOWN BROTHERS CONSTRUCTION					
10289	CED01 - ASPHALT	07/23/2025	10-79-263 MAINTENANCE-STREETS	8,053.66	
10328	CED01 - ASPHALT	08/05/2025	51-40-255 WATER SYSTEM MAINTENANCE	221.01	
Total ASHDOWN BROTHERS CONSTRUCTION:				8,274.67	
ASHLYND E COX					
002	CC HT - CURTAIN REPAIR	07/30/2025	10-92-252 EQUIPMENT MAINTENANCE	90.00	
Total ASHLYND E COX:				90.00	
BAKER & TAYLOR					
2039201303	415754 L102673 4-YOUNG ADULT BOO	07/24/2025	10-87-482 BOOKS-YOUNG ADULT	549.17	
2039215512	415754 L102673 4-GENERAL COLLECT	08/01/2025	10-87-481 BOOKS-GENERAL COLLECTION	347.69	
Total BAKER & TAYLOR:				896.86	
BEEHIVE COMMERCIAL REPAIRS LLC					
1793	CC AQ - BOILER CIRCULATION PUMP	08/06/2025	20-40-262 BUILDING & GROUND MAINTENANCE	1,678.00	
1794	CC AQ - RTU REPAIR	08/06/2025	20-40-262 BUILDING & GROUND MAINTENANCE	225.00	
Total BEEHIVE COMMERCIAL REPAIRS LLC:				1,903.00	
BLACKSTONE PUBLISHING					
2206783	167928 - E MATERIALS	08/05/2025	10-87-481 BOOKS-GENERAL COLLECTION	90.65	
Total BLACKSTONE PUBLISHING:				90.65	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
BLUE STAKES OF UTAH					
UT202502044	CEDARC - JUL 25 NOTIFICATIONS	07/31/2025	61-40-310 PROF & TECH SERVICES	713.91	
Total BLUE STAKES OF UTAH:				713.91	
BRADY INDUSTRIES					
10402617	173359 - PARK JANITORIAL SUPPLIES	07/25/2025	10-83-261 JANITORIAL SUPPLIES	260.95	
10434654	173359 - PARK JANITORIAL SUPPLIES	08/01/2025	10-83-261 JANITORIAL SUPPLIES	260.95	
10452559	173359 - PARK JANITORIAL SUPPLIES	08/06/2025	10-83-261 JANITORIAL SUPPLIES	210.41	
Total BRADY INDUSTRIES:				732.31	
BROADVOICE					
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-90-280 TELEPHONE	25.21	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-76-280 TELEPHONE	50.45	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	53-56-280 TELEPHONE	151.31	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-41-280 TELEPHONE	277.18	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-70-280 TELEPHONE	1,311.85	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-79-280 TELEPHONE	50.45	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	52-55-280 TELEPHONE	25.21	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	24-40-280 TELEPHONE	75.66	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-43-280 TELEPHONE	151.15	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-73-280 TELEPHONE	226.97	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-81-280 TELEPHONE	226.97	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	51-40-280 TELEPHONE	100.86	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	22-40-280 TELEPHONE	25.21	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-87-280 TELEPHONE	151.31	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	20-40-280 TELEPHONE	226.97	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-85-280 TELEPHONE	50.45	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-92-280 TELEPHONE	151.31	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-75-280 TELEPHONE	100.86	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-44-280 TELEPHONE	75.66	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-77-280 TELEPHONE	50.45	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-83-280 TELEPHONE	100.86	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	30-40-280 TELEPHONE	25.21	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-60-280 TELEPHONE	50.45	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-78-280 TELEPHONE	75.66	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	10-84-280 TELEPHONE	25.21	
1080267 AUG 2025	9328 - AUG 2025 PHONE SERVICE	08/01/2025	28-40-280 TELEPHONE	100.86	
Total BROADVOICE:				3,883.74	
BRUCE'S WATER TREATMENT					
10201	CC WWTP - LAB WATER FILTERS	07/08/2025	53-56-313 TESTING	440.00	
Total BRUCE'S WATER TREATMENT:				440.00	
BUNKER SEPTIC					
14334	CC STRM DRN - PORTA POTTY DET P	07/31/2025	54-40-734 CAP OUTLAY-NORTHFIELD DRAIN	125.32	
Total BUNKER SEPTIC:				125.32	
CEDAR CITY COCA COLA					
846229	15483 - HRTG - SYRUP	08/01/2025	10-92-240 OFFICE SUPPLIES & EXPENSE	277.75	
Total CEDAR CITY COCA COLA:				277.75	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
CEDAR CITY MOTOR COMPANY LLC					
5009155	CCPW - AIRBAG & SEAT PARTS	07/11/2025	10-78-930 INVENTORY	3,142.13	
Total CEDAR CITY MOTOR COMPANY LLC:				3,142.13	
CEDAR LIVESTOCK & HERITAGE FESTIVAL					
RAP TAX 25/26 #1	CCC - RAP TAX 25/26 #1 ALLOCATION	07/16/2025	29-40-100 DISTRIBUTIONS TO ARTS	10,862.00	
Total CEDAR LIVESTOCK & HERITAGE FESTIVAL:				10,862.00	
CENGAGE GROUP					
999100734776	170454 - LBRY BOOKS	07/25/2025	10-87-481 BOOKS-GENERAL COLLECTION	83.96	
999100743321	170454 - LBRY BOOKS	07/29/2025	10-87-481 BOOKS-GENERAL COLLECTION	49.48	
999100743323	170454 - LBRY BOOKS	07/29/2025	10-87-481 BOOKS-GENERAL COLLECTION	41.37	
Total CENGAGE GROUP:				174.81	
CENTRAL IRON CNTY WTR CONSERV DIST					
JUL 2025 WTR	1096001 - WTR PURCHASE Y26	07/31/2025	51-40-316 WHOLE SALE WATER PURCHASE	5,061.99	
JUL 2025 WWTP	4002574 - CC WWTP WATER SERV Y2	07/31/2025	52-55-270 UTILITIES-SEWER COLLECTION	72.50	
Total CENTRAL IRON CNTY WTR CONSERV DIST:				5,134.49	
CHEMTECH-FORD LLC					
25G1841	CC WTR - WATER SAMPLES BLM SOU	08/05/2025	51-40-700 CAP OUTLAY-NONCAPITAL ASSETS	2,045.00	
25H0363	CC WTR - WATER SAMPLE TESTING	08/07/2025	51-40-255 WATER SYSTEM MAINTENANCE	25.00	
Total CHEMTECH-FORD LLC:				2,070.00	
CHEMTEK INC					
433806	UT0023 - STRT - PAVEPRO ASPHALT R	07/24/2025	10-79-410 SPECIAL DEPARTMENT SUPPLIES	3,943.18	
433911	UT0023 - STRT - PAVEPRO BLUE CLE	07/29/2025	10-79-410 SPECIAL DEPARTMENT SUPPLIES	1,817.68	
Total CHEMTEK INC:				5,760.86	
CMC TIRE INC					
60045125	6086 - FLAT REPAIR	07/28/2025	10-90-252 EQUIPMENT MAINTENANCE	1,751.90	
60045219	6086 - TIRES (4)	07/18/2025	10-78-930 INVENTORY	531.32	
Total CMC TIRE INC:				2,283.22	
CODY NELSON					
0003	CC ARENA - WATER TOTE	08/01/2025	10-90-262 BUILDING & GROUND MAINTENANCE	350.00	
Total CODY NELSON:				350.00	
CURTIS & SONS					
INV975692	C4202 - CCPD - NAME PATCHES	08/04/2025	10-70-622 PATCHES & BADGES	22.12	
INV975750	C4202 - CCPD - NAME PATCHES	08/04/2025	10-70-622 PATCHES & BADGES	22.12	
INV977208	C29937 - CCFD - EXTRICATION GLOV	08/07/2025	10-73-452 PROTECTIVE CLOTHING	583.91	
Total CURTIS & SONS:				628.15	
DIAMONTI ENTERPRISES, LLC					
443	CCC - UPSIZING SIDEWALK / DIAMON	07/21/2025	25-40-730 CAP OUTLAY-STREET WIDENING	7,967.62	
Total DIAMONTI ENTERPRISES, LLC:				7,967.62	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
DIRT MOVERS SOLUTIONS LLC					
1062	CCC - SLINGER TRUCK / PEA GRAVEL	07/28/2025	54-40-734 CAP OUTLAY-NORTHFIELD DRAIN	8,000.00	
Total DIRT MOVERS SOLUTIONS LLC:				8,000.00	
ENBRIDGE GAS UTAH					
JUL 2025	3511260000 - NAT GAS JUL 2025	07/24/2025	10-73-270 UTILITIES-FIRE	96.73	
JUL 2025	3511260000 - NAT GAS JUL 2025	07/24/2025	10-90-270 UTILITIES-CROSS HOLLOWES EVENTS	85.18	
JUL 2025	3511260000 - NAT GAS JUL 2025	07/24/2025	28-40-270 UTILITIES	48.64	
JUL 2025	3511260000 - NAT GAS JUL 2025	07/24/2025	10-76-270 UTILITIES	51.57	
JUL 2025	3511260000 - NAT GAS JUL 2025	07/24/2025	10-92-270 UTILITIES-HERITAGE CENTER	254.54	
JUL 2025	3511260000 - NAT GAS JUL 2025	07/24/2025	52-55-270 UTILITIES-SEWER COLLECTION	37.40	
JUL 2025	3511260000 - NAT GAS JUL 2025	07/24/2025	10-42-270 UTILITIES	47.52	
JUL 2025	3511260000 - NAT GAS JUL 2025	07/24/2025	10-87-270 UTILITIES-LIBRARY	131.71	
JUL 2025	3511260000 - NAT GAS JUL 2025	07/24/2025	24-40-270 UTILITIES-AIRPORT	36.01	
JUL 2025	3511260000 - NAT GAS JUL 2025	07/24/2025	10-83-270 UTILITIES-PARKS & CEMETERY	14.32	
JUL 2025	3511260000 - NAT GAS JUL 2025	07/24/2025	22-40-270 UTILITIES-CATS	23.88	
JUL 2025	3511260000 - NAT GAS JUL 2025	07/24/2025	61-40-270 UTILITIES-PUBLIC WORKS FACILIT	54.44	
Total ENBRIDGE GAS UTAH:				881.94	
ERA - ENVIRONMENTAL RESOURCE ASSOC					
118189	C600214 - LAB SUPPLIES	07/02/2025	53-56-313 TESTING	719.64	
118861	C600214 - LAB SUPPLIES	07/14/2025	53-56-313 TESTING	857.64	
Total ERA - ENVIRONMENTAL RESOURCE ASSOC:				1,577.28	
EXPRESS SERVICES INC					
32538342	16880779 - FLAGGERS FOR CHIP SEA	07/01/2025	10-79-269 MAINTENANCE-CHIP SEALING	280.40	
Total EXPRESS SERVICES INC:				280.40	
FASTENAL					
UTCED132482	UTCED0056 - MISC FACILITY/SHOP S	07/31/2025	53-56-480 SPECIAL DEPARTMENT SUPPLIES	305.86	
Total FASTENAL:				305.86	
FFKR ARCHITECTS					
001131-109	CC ARENA - ARCHITECTURAL DIAMO	08/05/2025	10-90-970 PRIVATE GRANTS	1,024.43	
Total FFKR ARCHITECTS:				1,024.43	
FREEDOM MAILING SERVICE					
51069	CCC - NEWSLETTERS/WATER BILLS	08/08/2025	10-43-222 PRINTING & POSTAGE	128.80	
51069	CCC - BILL PROCESSING AND POSTA	08/08/2025	51-40-240 OFFICE SUPPLIES & EXPENSE	4,831.06	
Total FREEDOM MAILING SERVICE:				4,959.86	
FULL COMPASS SYSTEM LTD					
INC02711029	CUC2384391 - DMX ISOLATED AMP / S	08/05/2025	10-92-480 SPECIAL DEPARTMENT SUPPLIES	1,733.19	
Total FULL COMPASS SYSTEM LTD:				1,733.19	
HIGH DESERT EXCAVATING INC					
2300	CC CRGC - SAND FOR BUNKERS	07/15/2025	28-40-730 CAP OUTLAY - IMPROVEMENTS	1,625.12	
2301	CC CRGC - SAND FOR BUNKERS	07/18/2025	28-40-730 CAP OUTLAY - IMPROVEMENTS	1,666.56	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total HIGH DESERT EXCAVATING INC:				3,291.68	
HORROCKS ENGINEERS LLC					
97148	CCC - SO MAIN STRT LIGHT DESIGN /	08/07/2025	57-40-730 CAP OUTLAY-IMPROVEMENTS	552.00	
Total HORROCKS ENGINEERS LLC:				552.00	
IHC WORKMED					
CC3622220	1041137-DRUG TESTING Y26	08/01/2025	10-41-137 DRUG TESTING	670.00	
CC3622220	1041137-EMPLOYEE HEALTH Y26	08/01/2025	10-41-138 EMPLOYEE HEALTH	150.00	
Total IHC WORKMED:				820.00	
IMAGE PRO					
150891	2388 - EVENTS - MOONWALK POSTER	07/18/2025	30-40-220 ADVERTISING	129.50	
150906	2388 - EVENTS - MOONWALK POSTCA	07/22/2025	30-40-220 ADVERTISING	127.00	
150948	2388 - EVENTS - MOONWALK SIGNS	07/29/2025	30-40-220 ADVERTISING	479.00	
151031	2115 - CC CATS - BUS SCHEDULES /	07/31/2025	22-40-240 OFFICE SUPPLIES & EXPENSE	313.00	
Total IMAGE PRO:				1,048.50	
IMPAC THEATRE COMPANY					
RAP TAX 25/26 #1	CCC - RAP TAX 25/26 #1 ALLOCATION	07/16/2025	29-40-100 DISTRIBUTIONS TO ARTS	4,050.00	
Total IMPAC THEATRE COMPANY:				4,050.00	
INGRAM					
89551252	2046315-BOOKS	08/03/2025	10-87-481 BOOKS-GENERAL COLLECTION	37.78	
89615322	2046315-BOOKS	08/05/2025	10-87-481 BOOKS-GENERAL COLLECTION	440.79	
Total INGRAM:				478.57	
INTERMOUNTAIN FARMERS					
1022756995CM	730181 - GOLF FERTILIZER CREDIT	06/05/2025	28-40-480 SPECIAL DEPARTMENT SUPPLIES	(888.03)	
1023046593	730181 - GOLF FERTILIZER	07/29/2025	28-40-480 SPECIAL DEPARTMENT SUPPLIES	13,800.00	
1023085806	730181 - PARK GRASS SEED	08/06/2025	10-83-262 BUILDING & GROUND MAINTENANCE	109.99	
Total INTERMOUNTAIN FARMERS:				13,021.96	
IRON COUNTY AUDITOR					
JUL 2025 LANDFILL	CCC LANDFILL REM - JUL 2025	08/01/2025	55-21312 COUNTY REMITTANCE PAYABLE	41,278.09	
Total IRON COUNTY AUDITOR:				41,278.09	
IRON COUNTY LANDFILL					
JUL 2025	LF-0003-LNDFL,BIOSOLIDS JUL 25	08/06/2025	10-87-270 UTILITIES-LIBRARY	6.32	
JUL 2025	LF-0003-LNDFL,BIOSOLIDS JUL 25	08/06/2025	28-40-270 UTILITIES	7.90	
JUL 2025	LF-0003-LNDFL,BIOSOLIDS JUL 25	08/06/2025	53-56-270 UTILITIES-SEWER PLANT	209.88	
JUL 2025	LF-0003-LNDFL,BIOSOLIDS JUL 25	08/06/2025	10-90-270 UTILITIES-CROSS HOLLOWES EVENTS	7.90	
JUL 2025	LF-0003-LNDFL,BIOSOLIDS JUL 25	08/06/2025	61-40-270 UTILITIES-PUBLIC WORKS FACILIT	3.16	
JUL 2025	LF-0003-LNDFL,BIOSOLIDS JUL 25	08/06/2025	10-76-270 UTILITIES	3.16	
JUL 2025	LF-0003-LNDFL,BIOSOLIDS JUL 25	08/06/2025	24-40-270 UTILITIES-AIRPORT	11.06	
JUL 2025	LF-0003-LNDFL,BIOSOLIDS JUL 25	08/06/2025	53-56-270 UTILITIES-SEWER PLANT	2,106.72	
JUL 2025	LF-0003-LNDFL,BIOSOLIDS JUL 25	08/06/2025	10-42-270 UTILITIES	3.20	
JUL 2025	LF-0003-LNDFL,BIOSOLIDS JUL 25	08/06/2025	10-92-270 UTILITIES-HERITAGE CENTER	7.90	
JUL 2025	LF-0003-LNDFL,BIOSOLIDS JUL 25	08/06/2025	10-76-270 UTILITIES	10.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total IRON COUNTY LANDFILL:				2,377.20	
ISOLVED INC					
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-90-312 COMPUTER & TECH SERVICE	100.10	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	28-40-312 COMPUTER & TECH SERVICES	300.30	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	53-56-312 COMPUTER & TECH SERVICES	550.55	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	30-40-312 COMPUTER & TECH SERVICES	50.05	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	54-40-312 COMPUTER & TECH SERVICES	150.15	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-42-312 COMPUTER & TECH SERVICES	50.05	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-70-312 COMPUTER & TECH SERVICES	2,703.15	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-77-312 COMPUTER & TECH SERVICES	100.10	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-83-312 COMPUTER & TECH SERVICES	500.50	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-84-312 COMPUTER & TECH SERVICES	50.05	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-92-312 COMPUTER & TECH SERVICES	150.15	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-78-312 COMPUTER & TECH SERVICES	250.25	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-85-312 COMPUTER & TECH SERVICES	100.10	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	20-40-312 COMPUTER & TECH SERVICES	100.10	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	51-40-312 COMPUTER & TECH SERVICES	650.65	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	55-40-312 COMPUTER & TECH SERVICES	200.20	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-43-312 COMPUTER & TECH SERVICES	300.30	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-73-312 COMPUTER & TECH SERVICES	650.65	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	24-40-312 COMPUTER & TECH SERVICES	150.15	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	52-55-312 COMPUTER & TECH SERVICES	250.25	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	61-40-312 COMPUTER & TECH SERVICES	50.05	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-44-312 COMPUTER & TECH SERVICES	150.15	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-75-312 COMPUTER & TECH SERVICES	250.25	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-79-312 COMPUTER & TECH SERVICES	600.60	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-41-312 COMPUTER & TECH SERVICES	200.20	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-60-312 COMPUTER & TECH SERVICES	150.15	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-76-312 COMPUTER & TECH SERVICES	50.05	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-81-312 COMPUTER & TECH SERVICES	550.55	
NTC3656-260	APH425174 - PAYROLL PROCESSING	08/01/2025	10-87-312 COMPUTER & TECH SERVICES	200.20	
Total ISOLVED INC:				9,560.00	
JENKINS OIL COMPANY					
0601026	204 - FUEL	07/18/2025	10-79-251 GAS & OIL	2,834.10	
Total JENKINS OIL COMPANY:				2,834.10	
KP VENTURES WELL DRILLING & PUMP CO					
7 NO WTR SHED	CCC - CONSTRUCTION NO WTR SHE	08/05/2025	51-40-700 CAP OUTLAY-NONCAPITAL ASSETS	61,617.00	
Total KP VENTURES WELL DRILLING & PUMP CO:				61,617.00	
KWICK TOWING AND RECOVERY					
25-07-1347	CC STR - TOWING FOR CHIPPING	07/16/2025	10-79-269 MAINTENANCE-CHIP SEALING	135.00	
25-07-1350	CC STR - TOWING FOR CHIPPING	07/16/2025	10-79-269 MAINTENANCE-CHIP SEALING	45.00	
Total KWICK TOWING AND RECOVERY:				180.00	
LEADSONLINE LLC					
418549	CCPD - 25/26 LEADS ONLINE CONTRA	05/15/2025	10-70-312 COMPUTER & TECH SERVICES	4,158.00	
Total LEADSONLINE LLC:				4,158.00	

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LES OLSON COMPANY					
EA1578278	08-CEDCI -COPIER SERVICE	08/06/2025	53-56-240 OFFICE SUPPLIES & EXPENSE	125.26	
Total LES OLSON COMPANY:				125.26	
LEXISNEXIS					
3095903222	424VCP2H3 - SUBSCRIPTION Y26	07/31/2025	10-44-210 SUBSCRIPTIONS & MEMBERSHIPS	363.00	
Total LEXISNEXIS:				363.00	
MARSHALL & EVANS ELECTRIC					
9834	CC LBRY - ELECTRICAL REPAIRS	07/14/2025	10-87-262 BUILDING & GROUND MAINTENANCE	240.91	
Total MARSHALL & EVANS ELECTRIC:				240.91	
METERWORKS INC					
11002	CC WTR - WATER METERS	08/06/2025	51-40-481 METER-NEW	21,615.44	
11003	CC WTR - WATER METERS	08/06/2025	51-40-481 METER-NEW	1,074.65	
11004	CC WTR - WATER METERS / CHANGE	08/06/2025	51-40-740 CAP OUTLAY-EQUIPMENT	11,132.10	
11012	CC WTR - WATER METERS CREDIT	08/06/2025	51-40-481 METER-NEW	(1,467.72)	
Total METERWORKS INC:				32,354.47	
MICROMARKETING LLC ATTN: AR					
986604	15980-CHILDREN'S BOOKS	08/05/2025	10-87-483 BOOKS-CHILDREN	19.79	
987047	15980-YOUNG ADULT BOOKS	08/07/2025	10-87-482 BOOKS-YOUNG ADULT	149.77	
Total MICROMARKETING LLC ATTN: AR:				169.56	
MIDWEST VETERINARY SUPPLY INC					
25909089-050	49748 - VET SUPPLIES	07/28/2025	10-76-450 ANIMAL SHELTER FOOD SUPPLIES	31.17	
25909089-100	49748 - VET SUPPLIES	07/28/2025	10-76-450 ANIMAL SHELTER FOOD SUPPLIES	42.31	
25909089-150	49748 - VET SUPPLIES	07/28/2025	10-76-450 ANIMAL SHELTER FOOD SUPPLIES	24.60	
25909089-200	49748 - VET SUPPLIES	07/28/2025	10-76-450 ANIMAL SHELTER FOOD SUPPLIES	367.30	
Total MIDWEST VETERINARY SUPPLY INC:				465.38	
MISSY MOSS LCSW					
JUL 2025	CCPD - THERAPY SESSIONS 7/25	08/05/2025	10-70-954 STATE GRANT-FIRST RESPONDER MH	375.00	
Total MISSY MOSS LCSW:				375.00	
MJG INC					
8824	CCC - R/R MAIN JUL 2025	07/31/2025	10-79-265 MAINTENANCE-RAILROAD	825.00	
Total MJG INC:				825.00	
MONSTER INK & DESIGN					
5239	CCPD - EMBROIDERY PD UNIFORMS	08/02/2025	10-70-451 UNIFORM MAINTENANCE	90.00	
Total MONSTER INK & DESIGN:				90.00	
MOSDELL SANITATION INC					
2025 FIREWORK BI	208 - DUMP FEE FIREWORKS BINS	07/31/2025	10-53-645 CITY IMAGE CAMPAIGN	1,445.00	
JUL 2025 AQUATIC	205 - DUMP FEE AQUATICS Y26	07/31/2025	20-40-262 BUILDING & GROUND MAINTENANCE	150.00	
JUL 2025 PRK/CMT	206 - DUMP FEE PARKS/CMTRY Y26	07/31/2025	10-83-262 BUILDING & GROUND MAINTENANCE	1,294.98	

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Total MOSDELL SANITATION INC:				2,889.98	
MOUNTAIN WEST COMPUTERS					
87448	CC ENG - NEW COMPUTER / D. BOUD	07/30/2025	10-81-740 CAP OUTLAY-EQUIPMENT	1,110.00	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	51-40-312 COMPUTER & TECH SERVICES	148.72	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-60-312 COMPUTER & TECH SERVICES	173.50	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-76-312 COMPUTER & TECH SERVICES	24.79	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-81-312 COMPUTER & TECH SERVICES	247.86	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-87-312 COMPUTER & TECH SERVICES	173.50	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	22-40-312 COMPUTER & TECH SERVICES	24.79	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-75-312 COMPUTER & TECH SERVICES	173.50	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-79-312 COMPUTER & TECH SERVICES	49.57	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-85-312 COMPUTER & TECH SERVICES	49.57	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	20-40-312 COMPUTER & TECH SERVICES	74.36	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	30-40-312 COMPUTER & TECH SERVICES	74.36	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-44-312 COMPUTER & TECH SERVICES	99.15	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-92-312 COMPUTER & TECH SERVICES	99.15	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	28-40-312 COMPUTER & TECH SERVICES	123.93	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	53-56-312 COMPUTER & TECH SERVICES	223.08	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-73-312 COMPUTER & TECH SERVICES	347.01	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-78-312 COMPUTER & TECH SERVICES	49.57	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-84-312 COMPUTER & TECH SERVICES	24.79	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-43-312 COMPUTER & TECH SERVICES	198.29	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-90-312 COMPUTER & TECH SERVICE	24.79	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	24-40-312 COMPUTER & TECH SERVICES	99.15	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	52-55-312 COMPUTER & TECH SERVICES	49.57	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-41-312 COMPUTER & TECH SERVICES	347.00	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-70-312 COMPUTER & TECH SERVICES	1,586.32	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-77-312 COMPUTER & TECH SERVICES	99.15	
87458	CCC - AUG 25 IT SUPPORT	07/31/2025	10-83-312 COMPUTER & TECH SERVICES	247.86	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	24-40-312 COMPUTER & TECH SERVICES	50.00	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	52-55-312 COMPUTER & TECH SERVICES	25.00	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-42-312 COMPUTER & TECH SERVICES	25.00	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-70-312 COMPUTER & TECH SERVICES	620.00	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-76-312 COMPUTER & TECH SERVICES	12.50	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-81-312 COMPUTER & TECH SERVICES	125.00	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-87-312 COMPUTER & TECH SERVICES	65.00	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-60-312 COMPUTER & TECH SERVICES	74.00	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-75-312 COMPUTER & TECH SERVICES	87.50	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-79-312 COMPUTER & TECH SERVICES	25.00	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-85-312 COMPUTER & TECH SERVICES	25.00	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	22-40-312 COMPUTER & TECH SERVICES	12.50	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	51-40-312 COMPUTER & TECH SERVICES	61.50	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-41-312 COMPUTER & TECH SERVICES	187.00	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-84-312 COMPUTER & TECH SERVICES	12.50	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-92-312 COMPUTER & TECH SERVICES	50.00	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	30-40-312 COMPUTER & TECH SERVICES	37.50	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	20-40-312 COMPUTER & TECH SERVICES	37.50	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-44-312 COMPUTER & TECH SERVICES	45.50	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-73-312 COMPUTER & TECH SERVICES	148.00	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-78-312 COMPUTER & TECH SERVICES	25.00	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-83-312 COMPUTER & TECH SERVICES	89.00	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-90-312 COMPUTER & TECH SERVICE	12.50	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	28-40-312 COMPUTER & TECH SERVICES	53.50	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	53-56-312 COMPUTER & TECH SERVICES	108.00	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	10-43-312 COMPUTER & TECH SERVICES	100.00	
87459	CCC - AUG 25 O365, EXCHANGE	07/31/2025	76-40-210 EQUIPMENT, SUPPLIES, OPERATING	12.50	

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87459	CCC - AUG 25 O365,EXCHANGE	07/31/2025	10-77-312 COMPUTER & TECH SERVICES	45.50	
87528	CCFD - EXCHANGE (3)	08/06/2025	10-73-312 COMPUTER & TECH SERVICES	288.00	
87554	CCC - INK / N.NAVA	08/08/2025	10-41-240 OFFICE SUPPLIES & EXPENSE	16.00	
Total MOUNTAIN WEST COMPUTERS:				8,419.33	
MOUNTAINLAND SUPPLY LLC					
S107210900.001	9372 - SPRINKLERS	08/05/2025	10-83-262 BUILDING & GROUND MAINTENANCE	423.91	
Total MOUNTAINLAND SUPPLY LLC:				423.91	
MUNICIPALH2O.COM					
14436	CC WWTP - EPA COMPLIANCE SERV	08/01/2025	53-56-310 PROF & TECH SERVICES	350.00	
Total MUNICIPALH2O.COM:				350.00	
NUCO2					
80673936	446694 - BULK CO2 POOL Y26	08/01/2025	20-40-254 CHEMICALS	276.04	
80894103	446694 - BULK CO2 POOL Y26	07/31/2025	20-40-254 CHEMICALS	626.54	
80924221	446694 - BULK CO2 POOL Y26	08/08/2025	20-40-254 CHEMICALS	219.63	
Total NUCO2:				1,122.21	
ORCHESTRA OF SOUTHERN UTAH					
OSU 8.6.25	CCHT - OSU PERCUSSION RENTAL F	08/06/2025	10-23321 SUSPENSE-SUU	620.00	
Total ORCHESTRA OF SOUTHERN UTAH:				620.00	
OWEN EQUIPMENT					
00121185	S1540 - WIRING PARTS / VAC TRUCK	07/21/2025	10-78-930 INVENTORY	593.47	
00121283	S1540 - SWEEPER A/C PARTS	07/28/2025	10-78-930 INVENTORY	204.31	
Total OWEN EQUIPMENT:				797.78	
PETERSON PLUMBING					
3519774	3191 - PARKS - BACKFLOW PREVENT	08/08/2025	10-83-262 BUILDING & GROUND MAINTENANCE	1,115.96	
Total PETERSON PLUMBING:				1,115.96	
POLYDYNE INC					
1948400	108711 - POLYMER EMULSION Y26	07/28/2025	53-56-254 CHEMICALS	13,248.00	
Total POLYDYNE INC:				13,248.00	
PRESTON'S SHREDDING					
54041080625	CCC - FY26 SHREDDING	08/06/2025	10-43-240 OFFICE SUPPLIES & EXPENSE	80.00	
Total PRESTON'S SHREDDING:				80.00	
RICE MACHINE WORKS					
014884	0208 - VALVE MILLING	07/28/2025	51-40-255 WATER SYSTEM MAINTENANCE	80.00	
Total RICE MACHINE WORKS:				80.00	
ROCKY RIDGE					
126028	CC PRK - MULCH, SAND	07/29/2025	10-83-480 SPECIAL DEPARTMENT SUPPLIES	80.00	
126647	CC PRK - MULCH, SAND	08/01/2025	10-83-480 SPECIAL DEPARTMENT SUPPLIES	929.15	

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Total ROCKY RIDGE:				1,009.15	
ROOTS 2 LEAVES LLC					
1967	CC STR - TREE PRUNING	07/30/2025	10-79-269 MAINTENANCE-CHIP SEALING	8,835.00	
Total ROOTS 2 LEAVES LLC:				8,835.00	
RUSH TRUCK CENTERS					
3042436830	187984 - EXHAUST PRESSURE SENS	07/14/2025	10-78-930 INVENTORY	97.02	
Total RUSH TRUCK CENTERS:				97.02	
SCHOLZEN PRODUCTS COMPANY					
1033289-00	100592 - MISC SUPPLIES	08/07/2025	51-40-255 WATER SYSTEM MAINTENANCE	638.00	
6923134-02	100592 - MISC SUPPLIES	07/31/2025	51-40-255 WATER SYSTEM MAINTENANCE	19.62	
6923298-02	100592 - MISC SUPPLIES	08/05/2025	51-40-255 WATER SYSTEM MAINTENANCE	161.64	
6923610-00	100592 - MISC SUPPLIES	07/18/2025	10-78-930 INVENTORY	183.75	
6925872-00	100592 - MISC SUPPLIES	07/23/2025	10-78-930 INVENTORY	72.50	
6928380-00	100592 - STEEL FOR WEIR PLATES	08/04/2025	54-40-734 CAP OUTLAY-NORTHFIELD DRAIN	978.71	
6929163-00	100592 - MISC SUPPLIES	08/07/2025	51-40-255 WATER SYSTEM MAINTENANCE	1,204.29	
6929833-00	100592 - MISC SUPPLIES	08/11/2025	51-40-255 WATER SYSTEM MAINTENANCE	4,225.76	
6929895-00	100592 - MISC SUPPLIES	08/11/2025	10-78-930 INVENTORY	225.00	
6930050-00	100592 - MISC SUPPLIES	08/12/2025	51-40-255 WATER SYSTEM MAINTENANCE	814.83	
Total SCHOLZEN PRODUCTS COMPANY:				8,524.10	
SIGNATURE STRIPING SOLUTIONS					
1106355	CC STRT - STRIPING	07/30/2025	10-79-733 CAP OUTLAY-SIDEWALKS	3,780.00	
Total SIGNATURE STRIPING SOLUTIONS:				3,780.00	
SKAGGS PUBLIC SAFETY EQUIPMENT					
450_A_163063_4	270427 - CCFD - CREDIT CARGO PAN	07/30/2025	10-73-451 UNIFORM ALLOWANCE	(60.50)	
450_A_271935_4	270427 - CCFD - JACKETS	07/30/2025	10-73-451 UNIFORM ALLOWANCE	3,742.25	
450_A_294918_1	103035 - CCPD - PANTS	07/07/2025	10-70-620 UNIFORM PURCHASE	592.60	
450_A_299634_1	270427 - CCFD - STARS	07/30/2025	10-73-451 UNIFORM ALLOWANCE	395.29	
Total SKAGGS PUBLIC SAFETY EQUIPMENT:				4,669.64	
SOUTH CENTRAL COMMUNICATIONS					
AUG 2025	9192600 - AUG 2025 INTERNET	08/01/2025	10-83-280 TELEPHONE	19.88	
AUG 2025	9192600 - AUG 2025 INTERNET	08/01/2025	51-40-280 TELEPHONE	125.00	
AUG 2025	9192600 - AUG 2025 INTERNET	08/01/2025	10-92-280 TELEPHONE	315.44	
AUG 2025	9192600 - AUG 2025 INTERNET	08/01/2025	53-56-280 TELEPHONE	125.00	
AUG 2025	9192600 - AUG 2025 INTERNET	08/01/2025	10-43-280 TELEPHONE	24.68	
AUG 2025	9192600 - AUG 2025 INTERNET	08/01/2025	10-90-280 TELEPHONE	19.88	
AUG 2025	9192600 - AUG 2025 INTERNET	08/01/2025	52-55-280 TELEPHONE	125.00	
AUG 2025	9192600 - AUG 2025 INTERNET	08/01/2025	10-41-280 TELEPHONE	49.24	
AUG 2025	9192600 - AUG 2025 INTERNET	08/01/2025	10-77-280 TELEPHONE	39.75	
AUG 2025	9192600 - AUG 2025 INTERNET	08/01/2025	28-40-280 TELEPHONE	28.40	
AUG 2025	9192600 - AUG 2025 INTERNET	08/01/2025	10-70-280 TELEPHONE	22.73	
JUL 25/JUN 26 AS	14748600 - AS INTERNET 25/26	08/01/2025	10-76-280 TELEPHONE	1,501.91	
JUL 25/JUN 26 PD	15707200 - PD INTERNET 25/26	08/01/2025	10-70-280 TELEPHONE	3,004.48	
Total SOUTH CENTRAL COMMUNICATIONS:				5,401.39	

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SOUTHERN UTAH BOOK FESTIVAL					
RAP TAX 25/26 #2	RAP TAX 25/26 #2	08/07/2025	29-40-100 DISTRIBUTIONS TO ARTS	4,150.00	
Total SOUTHERN UTAH BOOK FESTIVAL:				4,150.00	
SOUTHERN UTAH MUSEUM OF ART					
RAP TAX 25/26 #1	CCC - RAP TAX 25/26 #1 ALLOCATION	07/16/2025	29-40-100 DISTRIBUTIONS TO ARTS	22,500.00	
Total SOUTHERN UTAH MUSEUM OF ART:				22,500.00	
SOUTHWEST PLUMBING SUPPLY					
S4922773.001	113 - STRT - MANHOLES	07/31/2025	54-40-734 CAP OUTLAY-NORTHFIELD DRAIN	24,139.33	
Total SOUTHWEST PLUMBING SUPPLY:				24,139.33	
SOUTHWEST UTAH PUBLIC HEALTH DEPT					
408524	CC WTR - WATER SAMPLES	08/04/2025	51-40-255 WATER SYSTEM MAINTENANCE	1,100.00	
Total SOUTHWEST UTAH PUBLIC HEALTH DEPT:				1,100.00	
STAKER PARSON COMPANIES					
6667856	260116 - FLOWABLE FILL	07/30/2025	51-40-255 WATER SYSTEM MAINTENANCE	834.00	
6673639	260116 - FLOWABLE FILL	08/05/2025	51-40-255 WATER SYSTEM MAINTENANCE	1,384.00	
6674806	260116 - FLOWABLE FILL	08/06/2025	51-40-255 WATER SYSTEM MAINTENANCE	1,309.00	
6675425	260116 - FLOWABLE FILL	08/07/2025	51-40-255 WATER SYSTEM MAINTENANCE	934.00	
6677829	260116 - FLOWABLE FILL	08/11/2025	51-40-255 WATER SYSTEM MAINTENANCE	834.00	
Total STAKER PARSON COMPANIES:				5,295.00	
STANDARD RESTAURANT EQUIP CO.					
STG3372	36062 - JANITORIAL SUPPLIES	08/01/2025	10-42-261 JANITORIAL SUPPLIES	119.68	
Total STANDARD RESTAURANT EQUIP CO.:				119.68	
STATE BANK OF SOUTHERN UTAH					
2020 STRM WTR B	CCC-WTR REFUNDING BOND INT (202	08/01/2025	54-40-820 DEBT SERVICE-INTEREST	14,516.00	
Total STATE BANK OF SOUTHERN UTAH:				14,516.00	
STEPHEN WADE AUTO CENTER					
5347421	CC FLT - ENGINE PARTS	06/20/2025	10-78-930 INVENTORY	1,603.75	
5347862	CC FLT - CORE CREDIT	06/26/2025	10-78-930 INVENTORY	(100.00)	
5350033	CC FLT - SHROUD FAN	07/23/2025	10-78-930 INVENTORY	213.00	
Total STEPHEN WADE AUTO CENTER:				1,716.75	
SYSKO LAS VEGAS INC					
517118434	291385 - AQUATIC CONCESSIONS	07/29/2025	20-40-482 MERCHANDISE-CONCESSIONS	1,393.29	
517125567	291385 - AQUATIC CONCESSIONS	08/01/2025	20-40-482 MERCHANDISE-CONCESSIONS	1,005.82	
517131574	291385 - AQUATIC CONCESSIONS	08/05/2025	20-40-482 MERCHANDISE-CONCESSIONS	805.42	
Total SYSKO LAS VEGAS INC:				3,204.53	
THATCHER COMPANY					
2025400103542	0309700 - CHLORINE Y26	07/11/2025	20-40-254 CHEMICALS	6,035.28	
Total THATCHER COMPANY:				6,035.28	

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THE KEY MAKER LOCKSMITH SERVICE					
39604	CC PRK - DEADBOLT LOCKS	08/06/2025	10-83-262 BUILDING & GROUND MAINTENANCE	150.00	
39695	CCC - REKEY UTILITY BOX	08/11/2025	10-43-240 OFFICE SUPPLIES & EXPENSE	100.00	
Total THE KEY MAKER LOCKSMITH SERVICE:				250.00	
TRAVIS LARSEN CONSTRUCTION LLC					
2021	CC PW - BLDG REPAIRS/UPGRADES	08/04/2025	61-40-730 CAP OUTLAY-IMPROVEMENTS	155,009.26	
Total TRAVIS LARSEN CONSTRUCTION LLC:				155,009.26	
TWIN D INC					
796582 RI	CC WWTP - CLEANING/VIDEO DEWAT	07/31/2025	53-56-252 EQUIPMENT MAINTENANCE	7,000.00	
Total TWIN D INC:				7,000.00	
UGFOA					
1319	CCC - UGFOA 2025 MEMBERSHIP TER	08/07/2025	10-43-210 SUBSCRIPTIONS & MEMBERSHIPS	25.00	
Total UGFOA:				25.00	
UNIFIRST CORPORATION					
2310059354	1895630 - PRK UNIFORM SERVICE	07/31/2025	10-83-451 UNIFORM SERVICE	102.77	
2310059852	1895630 - PRK UNIFORM SERVICE	08/07/2025	10-83-451 UNIFORM SERVICE	112.91	
Total UNIFIRST CORPORATION:				215.68	
UNITEDBUILT EQUIPMENT					
MF000568	C000551 - DEPOSIT 4,000 GAL WTR T	08/04/2025	10-73-741 CAP OUTLAY-VEHICLES	53,200.00	
Total UNITEDBUILT EQUIPMENT:				53,200.00	
UPPER CASE PRINTING INK					
3441	CCC - NEWSLETTER PRINTING	08/07/2025	10-43-222 PRINTING & POSTAGE	616.59	
Total UPPER CASE PRINTING INK:				616.59	
UTAH SHAKESPEAREAN FESTIVAL					
RAP TAX 25/26 #1	CCC - RAP TAX 25/26 #1 ALLOCATION	07/16/2025	29-40-100 DISTRIBUTIONS TO ARTS	61,250.00	
Total UTAH SHAKESPEAREAN FESTIVAL:				61,250.00	
UTAH STATE TREASURER					
ARU00318586	CCC - 2024 UNCLAIMED PROPERTY	07/31/2025	10-21314 UNCLAIMED PROPERTY PAYABLE	74.00	
Total UTAH STATE TREASURER:				74.00	
VETERINARY DENTAL SPECIALTIES					
493293	CCPD - SNITCH TOOTH REPAIR	07/29/2025	10-70-450 SPECIAL PUBLIC SAFETY SUPPLIES	1,439.96	
Total VETERINARY DENTAL SPECIALTIES:				1,439.96	
VIKING EXCAVATION INC					
3	CCC - 1600 N DRAINAGE IMP #3	07/30/2025	54-40-737 CAP OUTLAY-1600 NORTH	22,705.50	
Total VIKING EXCAVATION INC:				22,705.50	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
VISA					
7.14.25 HOME DEP	5673 CCVISA - CCFD - 10x16 SHED	07/14/2025	10-73-720 CAP OUTLAY-BUILDINGS	8,125.82	
7.3.25 SALSBU	5665 CCVISA - CCPD - SET OF 6 LOCK	07/03/2025	10-70-450 SPECIAL PUBLIC SAFETY SUPPLIES	2,258.25	
Total VISA:				10,384.07	
WATER SAFETY PRODUCTS INC					
F0018209	UT288 - SWIM DIAPERS	07/25/2025	20-40-481 MERCHANDISE	3,402.00	
Total WATER SAFETY PRODUCTS INC:				3,402.00	
WATERFORD SERVICES LLC					
192754	WTR - CHLORINE SCALES	07/29/2025	51-40-740 CAP OUTLAY-EQUIPMENT	3,643.47	
Total WATERFORD SERVICES LLC:				3,643.47	
WAXIE SANITARY SUPPLY					
83369525	129252 - JANITORIAL SUPPLIES AQ	07/16/2025	10-42-261 JANITORIAL SUPPLIES	659.40	
83400961	129252 - JANITORIAL SUPPLIES AQ	07/30/2025	10-42-261 JANITORIAL SUPPLIES	350.42	
83400962	129252 - JANITORIAL SUPPLIES AQ	07/30/2025	10-42-261 JANITORIAL SUPPLIES	872.84	
83407949	129252 - JANITORIAL SUPL PARKS	08/01/2025	10-83-261 JANITORIAL SUPPLIES	369.55	
Total WAXIE SANITARY SUPPLY:				2,252.21	
WHEELER MACHINERY COMPANY					
MS0000058662	015002 - WWTP - ARTICULATING BOO	07/07/2025	53-56-740 CAP OUTLAY-EQUIPMENT	58,300.00	
RS0000322602	015002 - STRT - CAT BACKHOE RENT	07/29/2025	10-79-269 MAINTENANCE-CHIP SEALING	10,500.00	
Total WHEELER MACHINERY COMPANY:				68,800.00	
WILKINSON SUPPLY					
493109	29728 - V BELT	08/07/2025	10-83-252 EQUIPMENT MAINTENANCE	129.23	
Total WILKINSON SUPPLY:				129.23	
Grand Totals:				1,134,731.84	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: Ramon SavageCity Treasurer: Rhean Carlson

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
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Report Criteria:

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

Report Criteria:

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

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
PORT 15 UTAH LLC					
P15U7278	CC ECONDEV - CROSSING STUDIES/	08/13/2025	10-60-620 COMMUNITY PROMOTION & RECRUIT	25,000.00	
Total PORT 15 UTAH LLC:				25,000.00	
Grand Totals:				25,000.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder:

Genon Savage

City Treasurer:

Rhean Carlson

CEDAR CITY COUNCIL

AGENDA ITEM – 3

TO: Mayor and City Council

FROM: City Attorney

DATE: August 25, 2025

SUBJECT: Dedicating 20-foot-wide public utility easement on Old Highway 91 (Cedar Blvd)

DISCUSSION:

City Surveyor Clay Tolbert was able to verify the attached legal description for the proposed easement, which I didn't have last week. It matches what you saw on the map previously. This description will be used in the deed we will record to make the PUE official.

PACIFICORP, CROSS HOLLOW 13
PROPOSED EASEMENT DESCRIPTION
PARCEL: D-1877-0005-0000
IRON COUNTY, UTAH
CEDAR CITY CORPORATION
2025-05-08

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH $1^{\circ}20'25''$ EAST 2661.88 FEET, MEASURED BETWEEN THE FOUND SOUTHEAST CORNER AND FOUND EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 36 SOUTH RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, MEASURED USING THE AGRC'S "TURN/VRS" NETWORK, UTM 12 NORTH, MODIFIED TO GROUND DISTANCES.

AN EASEMENT BEING THE WESTERLY 20 FEET OF CEDAR CITY, PARCEL B-1877-0005-0000,

MORE PARTICULAR DESCRIBED AS:

AN EASEMENT BEING 20 FEET IN WIDTH, BEING 10 FEET ON EITHER SIDE OF THE FOLLOW DESCRIBED CENTERLINE DESCRIPTION, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT WHICH NORTH $1^{\circ}22'51''$ EAST, 66.88 FEET, AND NORTH $88^{\circ}37'09''$ WEST, 935.30 FEET FROM THE FOUND EAST QUARTER OF SECTION 28, TOWNSHIP 36 SOUTH RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING, THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 13981.00 FEET, (CHORD BEARS NORTH $42^{\circ}27'41''$ EAST, 50.00 FEET), THROUGH A CENTRAL ANGLE OF $0^{\circ}12'18''$, FOR AN ARC DISTANCE OF 50.00 FEET, TO THE POINT OF TERMINUS.

LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 36 SOUTH RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN

CONTAINING 1000 SQUARE FEET, MORE OR LESS.

CEDAR CITY COUNCIL

AGENDA ITEM – 11

TO: Mayor and City Council

FROM: City Attorney

DATE: August 25, 2025

SUBJECT: Requested Development Agreement with Paul R. Lunt Trust FBO Sage Pauline Platt
(Platt Gathering Barn)

DISCUSSION:

Per the discussion and map provided last week during Council meeting, I realized I had the relevant parcels backwards in the drafted resolution and development agreement. I've attached redline versions correcting that misunderstanding. The changes bring the resolution and agreement in line with what was discussed with you. Please consider the updated resolution and development agreement.

CEDAR CITY RESOLUTION NO. 25-0827

A RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT FOR PAUL R. LUNT TRUST FBO SAGE PAULINE PLATTMJP REAL ESTATE, LLC, FOR PROPERTY LOCATED AT APPROXIMATELY 1500 WEST INDUSTRIAL ROAD, CEDAR CITY UTAH.

WHEREAS, the City Council hereby determines that it will be in the best interest of the City to allow use and development of the subject property in accordance with the Development Agreement; and

WHEREAS, the Development Agreement will allow the subject property to be developed pursuant the terms and conditions contained therein; and

WHEREAS, the Development Agreement outlines each party's responsibilities; and

WHEREAS, attached hereto and incorporated herein as exhibit A is the Development Agreement; and

WHEREAS, the Development Agreement has been reviewed and received a positive recommendation from the City's Planning Commission.

NOW THEREFORE be it resolved by the City Council of Cedar City, Iron County, State of Utah, that the Development Agreement provided in Exhibit A is approved by Cedar City.

Council Vote:

Phillips -
Melling -
Riddle -
Cox -
Wilkey -

This resolution shall take effect immediately upon passage.

Dated this ____ day of August 2025.

Garth O. Green, Mayor

[SEAL]
ATTEST:

Renon Savage, Recorder

EXHIBIT A

Cedar City's Development Agreement with the Utah State Office of Economic Development
Exhibit A

EXHIBIT A

Cedar City's Development Agreement with ~~MJP Real Estate, LLC~~ Paul R Lunt Trust FBO Sage Pauline PLatt.

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this _____ day of _____ 2025 by and among the City of Cedar City, a Utah municipal corporation, hereafter referred to as "City" and ~~MJP Real Estate, LLC Paul R. Lunt Trust, a Utah limited liability company~~, hereafter referred to as "Owner". The Owner is the owner of the property located at approximately 1500 West Industrial Road, contained in Iron County Parcel Number B-0022-00076-0000 (the "Project"). The City and Owner are sometimes collectively referred to in this Agreement as the "Parties".

RECITALS

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

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

C. The Project subject to this agreement is located entirely on Iron County Parcel Number B-0022-00076-0000 (approximately 7.273-67 acres) located on or about 1500 West Industrial Road, Cedar City, Utah, with the legal description being contained in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

D. This Agreement is to regulate the intended land uses and access within this Project. It is anticipated that the Project will be developed in a manner to accommodate a single agricultural use building-family home.

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

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

G. Consistent with the foregoing authorization and the provisions of Utah State law, the City's governing body has authorized execution of this Agreement by Resolution 25-0827-2, a copy of which is attached to this Agreement as Exhibit "B".

AGREEMENT

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

I. Recitals.

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

II. Exhibits.

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

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

III. Owner Obligations.

- A. Completion of the Project. Owner agrees to construct and complete the Project in accordance with City Ordinance and dedicate to the City any roads and other applicable public infrastructure included within the Project. Owner hereby agrees to satisfy all conditions imposed by the Cedar City Council, namely:
- i. For the current project only, Owner will not be required to install public improvements for the portions of Industrial Road that abut Parcel # B-0022-0007-0000, ~~from which part of the Project property was obtained.~~
 - ii. Public improvements are required for any portion of the Project property that is used to access abuts Industrial Road, namely the portion of Parcel # B-002-0006-000 that abuts Industrial Road.
 - iii. If at any time the Project property changes use from agricultural, attempts to subdivide, or seeks an additional building permit beyond the permit(s) applications currently submitted to City, all public improvements required along Parcel # B-0022-0007-0000 will be required.
 - iv. Except as otherwise stated herein, Owner agrees to satisfy all other requirements and conditions imposed by the City Council pursuant to the City's ordinances, policies, standards, and procedures. Owner acknowledges that over time City ordinances, policies, standards, and procedures may change. Owner's vesting rights in City ordinances, policies, standards, and procedures will be determined by City ordinance and the laws of the state of Utah.

IV. Vested Rights and Reserved Legislative Powers.

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

V. Term.

This Agreement shall be effective as of the date of execution, and upon recordation, shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten (10) years from its date of recordation in the official records of the Iron County Recorder's Office.

VI. General Provisions.

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

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

If to Owner: Paul R Lunt Trust FBO Sage Pauline PlattMJP Real Estate, LLC
Sage Pauline Trust
69 N Roundabout Way
Cedar City, Utah 84720

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

- B. Mailing Effective. Notices given by mail shall be deemed delivered upon deposit with the U.S. Postal Service in the manner set forth above. Notices that are hand delivered or delivered by nationally recognized overnight courier shall be deemed delivered upon receipt.
- C. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.
- D. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.
- E. Authority. The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Owner represents and warrants that each party is

fully formed and validly existing under the laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.

- F. Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the Parties.
- G. Amendment of this Agreement. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Iron County Recorder's Office. The Parties agree to, in good faith, apply for, grant, and approve such amendments to this Agreement as may be necessary or reasonably required for future phases consistent with this Agreement and with the approval granted by the Cedar City Council.
- H. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and the Owner's ability to complete the Project is not defeated by such severance.
- I. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The Parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Iron County, Utah, and the Parties hereby waive any right to object to such venue.
- J. Remedies. If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.
- K. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.
- L. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors in interest and assigns.
- M. Assignment. The rights of the Owner under this Agreement may be transferred or assigned, in whole or in part. Owner shall give notice to the City of any assignment at least thirty (30) days prior to the effective date of the assignment. The provisions of this paragraph shall not prohibit the granting of any security interests for financing the acquisition and development

of the Project, subject to the Owner complying with applicable law and the requirements of this Agreement. The provisions of this paragraph shall also not prohibit Owner's sale of completed subdivision lots within the Project.

- N. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.
- O. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

[Signatures on following pages]

NOTARY PUBLIC

CITY:

GARTH O. GREEN

MAYOR

[SEAL]

ATTEST:

RENON SAVAGE
CITY RECORDER

STATE OF UTAH)

:SS.

COUNTY OF IRON)

This is to certify that on the 18 day of May 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

Exhibit A

Legal Description

EXHIBIT A

PAUL R. LUNT TRUST TWO SAGE PAULINE PLATT RACELL

BEGINNING IN 0°03'36" N. ALONG THE SECTION LINE 1059.36 FEET AND N 90°00'00" E
389.34 FEET FROM THE WEST QUARTER CORNER OF SECTION 10, TOWNSHIP 36 SOUTH, RANGE
11 WEST, SUBM. THENCE N 80°00'00" E 721.63 FEET THENCE S 20°13'35" E 414.96 FEET TO AN
EXISTING FENCE ON THE NORTH SIDE OF INDIAN HILL ROAD, THENCE S 89°09'07" W ALONG
SAID FENCE AND ITS EXTENSION 25.39 FEET THENCE N 0°00'00" E 446.97 FEET TO THE POINT
OF BEGINNING
CONTAINING 7.77 ACRES OF LAND.



EXHIBIT A

PAUL R. LUNT TRUST FBO SAGE PAULINE PLATT PARCEL:

BEGINNING N.0°08'36"W. ALONG THE SECTION LINE 1059.36 FEET AND N.90°00'00"E. 989.34 FEET FROM THE WEST QUARTER CORNER OF SECTION 10, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M; THENCE N.90°00'00"E. 751.65 FEET, THENCE S.0°13'35"E. 414.90 FEET TO AN EXISTING FENCE ON THE NORTH SIDE OF INDUSTRIAL ROAD, THENCE S.89°05'07"W. ALONG SAID FENCE AND ITS EXTENSION 753.39 FEET, THENCE N.0°00'00"E. 426.92 FEET TO THE POINT OF BEGINNING.

CONTAINS 7.27 ACRES OF LAND.

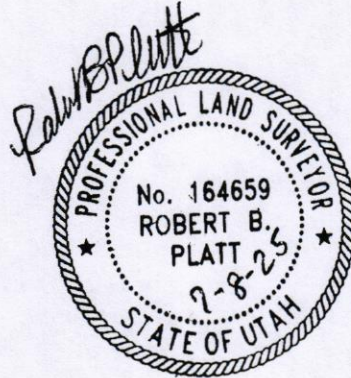


Exhibit B

Adopting Resolution