

# Cedar City

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

**Mayor**  
Steve Nelson

**Council Members**  
Robert Cox  
Waldo D. Galan  
R. Scott Phillips  
Phil E. Schmidt  
Carter Wilkey

**City Manager**  
Paul Bittmenn

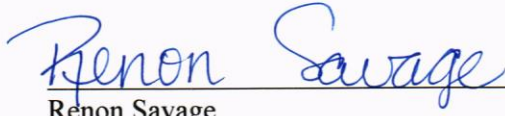
**CITY COUNCIL WORK MEETING**  
**APRIL 15, 2026**  
**5:30 P.M.**

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

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
  - Mayor and Council Business
  - Staff Comments
    - Park Update. Ken Nielson
    - Update on Impact Fee project. Paul Bittmenn
- IV. Business Agenda
  - Public
    1. Consider a third amendment the water right contribution agreement between Cedar City and Development Team” Tyler Romeril / Paul Bittmenn
    2. Consider entering addendum #1 to the water right contribution agreement between Cedar City and Development Team. Tyler Romeril / Paul Bittmenn
- V. Staff
  3. Consider the approval of employee insurance. Natasha Hirschi
  4. Consider changing the restriction of water vaults on Lund Hwy. Phil Schmidt/Matt Baker
  5. Consider proposals for the Rate Study. Jonathan Stathis
  6. Public hearing to consider modifications to Cedar City Ordinance 26-IV-5 pertaining to public improvement bond revisions. Amber Ray/Randall McUne
  7. Public hearing to consider modifications to Cedar City Ordinance Sections 23, 26, and 32 revising numbering to match State code. Amber Ray/Randall McUne
  8. Consider an amendment to City Ordinance 35-10(B) to establish No Parking zones in the vicinity of Northfield Road and 1045 North. -Kent Fugal/Randall McUne
  9. Public hearing to consider modifications to Engineering Standards Section 1 amending introductory language and adopting the 2026 APWA Utah Manual of Standard Specifications and 2026 APWA Utah Manual of Standard Plans. Kent Fugal
  10. Public hearing to consider modifications to Engineering Standards Section 2.1 amending the general requirements for public improvements pertaining to installing system improvements to the boundary lines of developments. Kent Fugal
  11. Public hearing to consider modifications to Engineering Standards Section 3.2.3 regarding cul-de-sac requirements. Kent Fugal
  12. Consider an Airport concession Agreement with Massage Vending. Tyler Galetka
  13. Consider a new land lease at the Airport, 2208 W 1500 N, with O & O Investment. Tyler Galetka
  14. Consider Change Order #1 for AIP-048 ARFF Apparatus. Tyler Galetka
  15. Consider an Indemnification Agreement with the South and West Field Irrigation Company. Paul Bittmenn


16. Closed Meeting – Property Negotiations

Dated this 13<sup>th</sup> day of April 2026.

  
\_\_\_\_\_  
Renon Savage  
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 13<sup>th</sup> day of April 2026.

  
\_\_\_\_\_  
Renon Savage  
City Recorder

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

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

CEDAR CITY COUNCIL  
AGENDA ITEMS - *Staff*  
DECISION PAPER

**TO:** Mayor and City Council  
**FROM:** City Manager  
**DATE:** April 13, 2026  
**SUBJECT:** Impact Fees

This matter came before the Council last month and the Council voted to table it until April 15<sup>th</sup> so the Council could meet in small groups with the Mayor and City Manager in order to refine the study. We have held those meetings and they were very helpful, thank you to the members of the Council for their views and willingness to continue discussions toward adoption of a revised impact fee schedule. There is some work that still needs to be done reducing the number of projects on the impact fee facility plan list and we will need to engage with the consultant. A preliminary list has been generated and needs to be evaluated and forwarded to the consultant. There is no new material to consider tonight so the item has been removed from the agenda with this update offered for your information. If you have questions or concerns, please let me know. Thank you.

CEDAR CITY COUNCIL  
AGENDA ITEMS - |  
DECISION PAPER

**TO:** Mayor and City Council

**FROM:** City Manager

**DATE:** April 13, 2026

**SUBJECT:** 3<sup>rd</sup> amendment to the water rights contribution agreement between Cedar City and Development Team.

In October 2023, Cedar City and the Dixie and Anne Leavitt Family Foundation for the contribution of water rights. Since this time the Dixie and Anne Leavitt Family Foundation's interests have been represented by Development Team. The basic function of this agreement is to allow Development Team to "bank" underground water rights with Cedar City. According to this agreement the City will receive the underground water rights and credit them to an account that the City tracks. When Development needs to use some of the water rights to further their development projects, the City will debit the appropriate number of rights from the account and enter a memo describing the transaction. The City is responsible for managing the account and has to provide an accounting to Development Team on or before November 1 of each year. This agreement has been amended twice to deposit additional water rights.

Before you tonight is the third proposed amendment to the water rights contribution agreement. This will allow Development Team to deposit 33 additional acre feet of water rights into the account. The rights to be transferred are 73-4838 (18 acre feet, priority date 1931), 73-4843 (6 acre feet, priority date 1931), 73-4843 (4 acre feet, priority date 1931), and 73-4846 (5 acre feet, priority date 1931). These water rights are currently going through a declaration of beneficial use (DBU) process with the State Engineer. This amendment protects us by allowing the City to reduce the deposit if the DBU process comes to a conclusion that less acre footage is present in any of the water rights. Below is a copy of the proposed 3<sup>rd</sup> amendment. If you have any questions, please give me a call. Thank you.

**Third Amendment to the January 15, 2025, Water Right Contribution Agreement**

This Third Amendment to the January 15, 2025, Water Right Contribution Agreement ("Third Amendment") is effective as of April \_\_, 2026 (the "Effective Date"), and is entered into and executed on the dates set forth below by, between, and among:

- I. Cedar City Corporation, a Utah municipal corporation and political subdivision, with offices at 10 North Main Street, Cedar City, Utah 84720, hereinafter referred to as "City"; and

- II. Development Team, LLC, a Utah limited liability company, with offices at 176 West 725 South, Cedar City, Utah 84720, hereinafter referred to as “Development Team”.
- III. City and Development Team may be referred to as a “Party” or collectively as the “Parties” as applicable.

**RECITALS**

**WHEREAS**, the Parties entered a Water Right Contribution Agreement (the “Agreement”) on January 15, 2025, whereby the Parties agreed to allow Development Team to purchase City-acceptable water rights and deed them to City; and

**WHEREAS**, the water rights deeded to City are to be maintained in an account for Development Team and used as authorized by Development Team to support future development activities; and

**WHEREAS**, the Agreement further authorized Development Team to purchase and deed additional City-acceptable water rights to City upon City Council approval; and

**WHEREAS**, Development Team is under contract to purchase additional City-acceptable water rights from Water Rights No. 73-4838, No. 73-4843, and No. 73-4846, and is requesting City Council’s approval to add said water rights to the Water Rights Contribution Agreement; and

**WHEREAS**, the Parties intend to file one or more Change Applications with the Utah Division of Water Rights and/or Utah State Engineer to modify the point of diversion, place of use, and nature of use of Water Rights No. 73-4838, No. 73-4843, and No. 73-4846 as necessary to align with the City’s water distribution system; and

**WHEREAS**, prior to filing the Change Application(s), City desires that a Declaration of Beneficial Use (DBU) be approved to ultimately determine the confirmed quantity of usable water rights, and the Parties wish to establish safeguards to address any variance that may exist between the amount referenced in the Change Application(s), and the final amount confirmed under the DBU; and

**WHEREAS**, the Parties desire to proceed with the transaction and filing of the Change Application(s) prior to the DBU being approved but wish to provide clear terms protecting the City from any potential shortfall in water rights.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises contained herein, the Parties agree as follows:

**1. Agreement to Proceed**

The Parties agree to proceed and jointly file Change Application(s) with the Utah Division of Water Rights and/or Utah State Engineer prior to issuance of the DBU, for the following water rights:

<b>Current Owner</b>	<b>Water Right Number</b>	<b>Acre Feet</b>
Jill H. Petty	73-4838	18
Mikel H. Larsen	73-4843	6

Tarah Beaulieu	73-4843	4
H2 Family Limited Partnership	73-4846	5

The City shall provisionally credit the water rights for the benefit of Development Team, consistent with the intent of the Agreement, until the DBU is issued and the final beneficial use quantities are confirmed.

**2. Safeguard – Adjustment to City Credit**

- a. If the DBU yields less water than the amount provisionally credited to Development Team’s account with the City, the provisional credit shall be reduced by the amount of the shortfall, ensuring that the City bears no risk and that only the actual, confirmed water right yield is credited toward the Development Team’s water right account.
- b. Pursuant to the Agreement, Development Team will not use Water Rights No. 73-4838, No. 73-4843, and No. 73-4846 to support development, and said water rights will not be officially added to Development Team’s water rights contribution account until the following items have been completed:
  - i. The DBU and Change Application(s) are finalized;
  - ii. All the requirements have been met for transferring water rights as stated in Cedar City Ordinance Section 37-32-7(C)(3); and
  - iii. The DBU related to these water rights is approved by the Utah Division of Water Rights and all appeal(s) and possible appeal times have terminated.

**3. No Third-Party Beneficiaries**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, including but not limited to the parties from whom Development Team intends to purchase said water rights, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement

**4. Relationship to Original Agreement**

Except as expressly modified by this Third Amendment, all terms and conditions of the Agreement between the Parties shall remain in full force and effect. In the event of any inconsistency between this Third Amendment and the Agreement, the terms of this Third Amendment shall control.

**SIGNATURES**

**IN WITNESS WHEREOF**, the Parties have caused this Third Amendment to be executed as of the dates below entered to be effective as of the Effective Date.

[Remainder of page intentionally left blank]

**Cedar City Corporation:**

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STEVEN NELSON  
MAYOR

[SEAL]  
ATTEST:

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RENON SAVAGE  
CITY RECORDER

STATE OF UTAH    )  
                              :ss.  
COUNTY OF IRON    )

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_ 2026, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Steven Nelson, 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 Steven Nelson 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

**Development Team, LLC:**

\_\_\_\_\_  
TYLER ROMERIL  
PRESIDENT

STATE OF UTAH

:ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_ 2026, personally appeared before me Tyler Romeril who duly acknowledged to me that he signed the above and foregoing document.

By: \_\_\_\_\_

CEDAR CITY COUNCIL  
AGENDA ITEMS - 2  
DECISION PAPER

**TO:** Mayor and City Council

**FROM:** City Manager

**DATE:** April 13, 2026

**SUBJECT:** Addendum #1 to the water rights contribution between Cedar City and DALFF/Development Team.

This item is related to the 3<sup>rd</sup> amendment to the water rights contribution agreement. The original water rights contribution agreement contemplated only under-ground water rights. This addendum seeks to also allow DALFF/Development Team to “bank” surface shares in irrigation companies.

The proposed addendum, a copy is contained below, will allow Development Team to transfer +/- 101.5669 shares in South and West Field Irrigation Company to Cedar City. These shares would be banked with the underground shares discussed in the original water rights contribution agreement, as amended. The surface shares would be used to support Development Team’s land development activities.

There are some differences between surface shares in an irrigation company and water rights. For some framework, please remember that all water in the State of Utah belongs to the State of Utah. When the State grants a water right it is giving the owner of the water right the ability to use a given amount of water at a given point of diversion for a given purpose. Contrast that with a share in an irrigation company. The irrigation company owns and holds the water right, shareholders only have an interest in using a portion of the water that the irrigation company owns. While surface shares have value, it is not equivalent to owning the water right.

The State Engineer’s office currently has a conversion factor that it uses to assign an acre foot value to shares of South and West Field Irrigation Company. Currently, the State Engineer allows 3.2882-acre feet of water use per share of South and West Field Irrigation Company. In Cedar City’s Water Acquisition Ordinance we will allow up to 1/3 of the required water contribution on any given project to be satisfied by surface shares. Cedar City uses the same conversion rate that the State Engineer uses, and the addendum before you allows Cedar City to use a different rate if the State Engineer’s office ever changes the rate it uses. This will protect the value Cedar City receives from this transaction.

Other considerations when it comes to surface shares in South and West Field Irrigation Company. The irrigation company charges its shareholders annual dues. These dues are \$30 per share or portion thereof. The proposed transaction will cost Cedar City an additional +/- \$3,000.00 per year. In the current fiscal year, Cedar City paid \$8,100.00 in dues to South and West Field Irrigation Company. If we accept the shares from Development Team next year we will pay +/- \$11,100.00. Cedar City currently owns +/- 270 shares of stock in South And West

Field Irrigation Company. Cedar City is the largest single stock owner. If we accept the shares from Development Team we will own +/- 370 shares.

Below is a copy of the proposed addendum. Please let me know if you have any questions. Thank you.

**ADDENDUM NO. 1  
TO THE WATER RIGHT CONTRIBUTION AGREEMENT**

This Addendum No. 1 (“Addendum”) is made effective as of April \_\_\_\_\_, 2026, and is entered into by and between Cedar City Corporation, a Utah municipal corporation (“City”), and Development Team, LLC, a Utah limited liability company (“Development Team”). City and Development Team may be referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. The Parties previously entered into that certain Water Right Contribution Agreement effective as of January 15, 2025 (the “Agreement”).
- B. The Parties desire to amend the Agreement to permit the contribution of shares of South & West Field Irrigation Company (“S&WFIC”) under the same general terms and administrative structure applicable to the Initial Subject Water Rights as defined in the Agreement.
- C. Although Development Team is conveying S&WFIC shares and not underground water rights, the Parties acknowledge that, through previously approved Change Applications, the Utah State Engineer has determined that each share of S&WFIC currently represents 3.2882 acre-feet per share. In past water dedications for land development, the City has adopted this conversion rate.
- D. Development Team desires to contribute 101.5669 shares of S&WFIC to City pursuant to the terms of this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

**1. Incorporation of Recitals**

The foregoing Recitals are hereby incorporated into and made part of this Addendum as if fully set forth herein. The Parties acknowledge and agree that the Recitals are true and correct and shall be considered in construing and interpreting this Addendum.

**2. Contribution of South & West Field Irrigation Company Shares**

Development Team shall contribute to City 101.5669 shares of South & West Field Irrigation Company (“S&WFIC Shares”). Such S&WFIC Shares shall be contributed under the same terms, conditions, representations, warranties, and administrative procedures set forth in the Agreement, including but not limited to Article IV (City’s Receipt and Administration of the

Initial Subject Water Rights), unless expressly modified herein.

### **3. Safeguard – Adjustment to City Credit**

The Parties acknowledge that, during the term of this Addendum, the 3.2882 acre-feet per S&WFIC share conversion rate may be adjusted upward or downward only upon a formal determination issued by the Utah State Engineer. In the event the State Engineer issues such a determination, any remaining S&WFIC Shares in Development Team's account that have not yet been applied to land development at the time of such determination shall be adjusted accordingly when they are applied.

### **4. Conveyance and Holding of Shares**

- A. Development Team shall cause the 101.5669 S&WFIC Shares to be properly conveyed and transferred to City in accordance with the governing documents of S&WFIC and applicable Utah law.
- B. Upon transfer, the S&WFIC Shares shall be:
  - i. held in the name of Cedar City Corporation;
  - ii. administered consistent with the account structure described in Article IV of the Agreement; and
  - iii. credited to Development Team's account as shares in an irrigation company.

### **5. Deduction and Use**

- A. The S&WFIC Shares shall be deducted from Development Team's account only upon written authorization by Development Team's President or Engineer, consistent with Section 4.02 of the Agreement.
- B. Deductions shall occur for land development purposes in satisfaction of Development Team's obligations under applicable City ordinances in effect at the time of application. The Parties acknowledge that, pursuant to City Ordinance 37-32-7(C)(2), up to one-third of any required water dedication for land development may be satisfied with the S&WFIC Shares.
- C. The Parties acknowledge that the S&WFIC Shares are subject to all applicable municipal use approvals and regulatory requirements.

### **6. No Other Modifications**

Except as expressly modified by this Addendum, all other terms and provisions of the Agreement remain unchanged and in full force and effect. In the event of a conflict between this Addendum and the Agreement, this Addendum shall control.

### **7. Signatures**

IN WITNESS WHEREOF, the Parties have executed this Addendum to the Water Right

Contribution Agreement effective as of the date first written above.

[Remainder of page left intentionally blank]

**Cedar City Corporation:**

Date: \_\_\_\_\_

\_\_\_\_\_  
STEVE NELSON  
MAYOR

[SEAL]  
ATTEST:

\_\_\_\_\_  
RENON SAVAGE  
CITY RECORDER

STATE OF UTAH    )  
                          :ss.  
COUNTY OF IRON    )

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_ 2026, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Steve Nelson, 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

**Development Team, LLC:**

By: \_\_\_\_\_  
Tyler Romeril, President

Date: \_\_\_\_\_

STATE OF UTAH  
  :ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2026, personally appeared before me Tyler Romeril who duly acknowledged to me that he signed the above and foregoing document.

By: \_\_\_\_\_

**CEDAR CITY COUNCIL  
AGENDA ITEM 3  
DECISION PAPER**

**TO:** Mayor and City Council  
**FROM:** Natasha Hirschi  
**DATE:** April 13, 2026  
**SUBJECT:** Consider Proposals for Employee Benefits

**DISCUSSION:** Cedar City recently had our Insurance Broker (GBS) request proposals for the 2026-2027 plan year. After reviewing the submitted proposals, it's recommended that we remain with our current carriers for all employee benefits. Below is a summary of the proposed renewal.

Cedar City  
Annual Renewal Summary

	Carrier(s)	Plan Year	Monthly Premium	Annual Premium	Percent Increase
Medical	PEHP	Current	\$216,806	\$2,601,676	0.00%
		Proposed Renewal	\$216,806	\$2,601,676	
Dental	EMI Health	Current	\$14,585	\$175,017	8.01%
		Proposed Renewal	\$15,753	\$189,035	
Vision	EMI Health	Current	\$1,618	\$19,411	11.94%
		Proposed Renewal	\$1,811	\$21,728	
Life	Lincoln Financial	Current	\$1,893	\$22,720	0.00%
		Proposed Renewal	\$1,893	\$22,720	
LTD	Lincoln Financial	Current	\$4,548	\$54,581	0.00%
		Proposed Renewal	\$4,548	\$54,581	
Totals			\$239,450	\$2,873,405	0.57%
			\$240,812	\$2,889,740	
Change from Current			\$1,361	\$16,335	

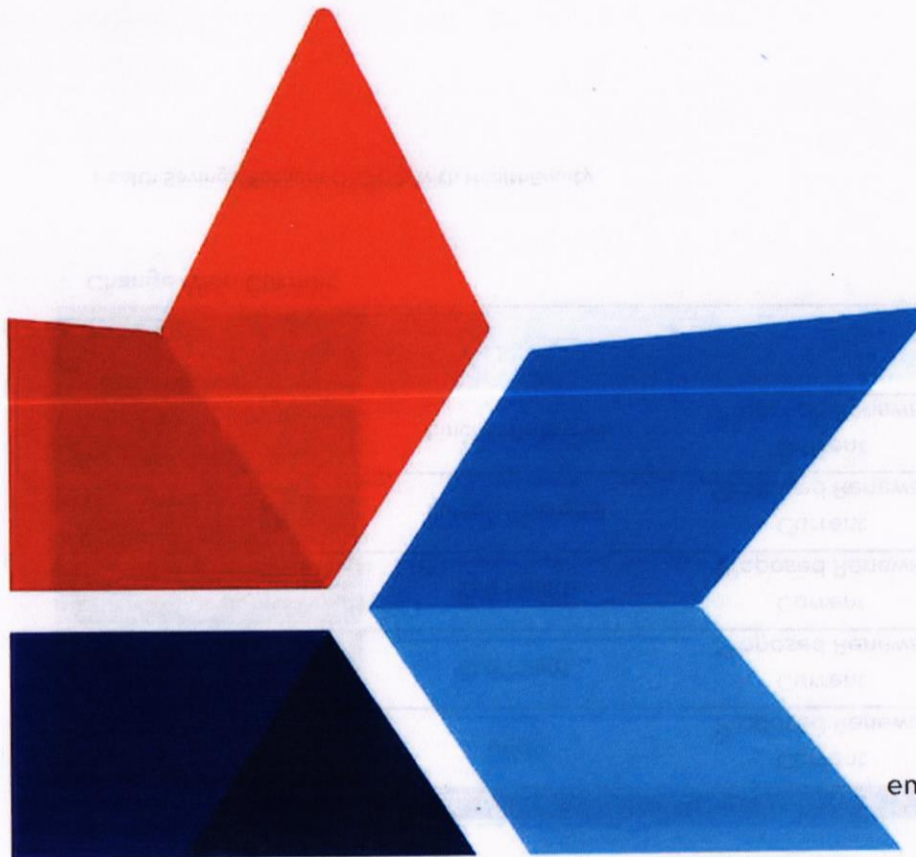
Health Savings Account (HSA) is with HealthEquity



A Leavitt Group Company

# July 2026 Renewal Cedar City

Comparison of Benefits



Plan Name	Plan Type	Plan Description	Plan Details
Medical	Medical	Medical Plan	Medical Plan
Dental	Dental	Dental Plan	Dental Plan
Vision	Vision	Vision Plan	Vision Plan
Life	Life	Life Insurance	Life Insurance
Disability	Disability	Disability Insurance	Disability Insurance
401(k)	401(k)	401(k) Plan	401(k) Plan
Health Savings Account	Health Savings Account	Health Savings Account	Health Savings Account
Employee Assistance Program	Employee Assistance Program	Employee Assistance Program	Employee Assistance Program
Flexible Spending Account	Flexible Spending Account	Flexible Spending Account	Flexible Spending Account

**Karen Goodwin**  
Employee Benefits Consultant  
karen.goodwin@gbsbenefits.com (801) 819-7787

**Emilyann Peinamalie**  
Account Manager  
emilyann.peinamalie@gbsbenefits.com (435) 879-7889

Prep: gc

**Cedar City**  
Annual Renewal Summary

	Carrier(s)	Plan Year	Monthly Premium	Annual Premium	Percent Increase
Medical	PEHP	Current	\$216,806	\$2,601,676	0.00%
		Proposed Renewal	\$216,806	\$2,601,676	
Dental	EMI Health	Current	\$14,585	\$175,017	8.01%
		Proposed Renewal	\$15,753	\$189,035	
Vision	EMI Health	Current	\$1,618	\$19,411	11.94%
		Proposed Renewal	\$1,811	\$21,728	
Life	Lincoln Financial	Current	\$1,893	\$22,720	0.00%
		Proposed Renewal	\$1,893	\$22,720	
LTD	Lincoln Financial	Current	\$4,548	\$54,581	0.00%
		Proposed Renewal	\$4,548	\$54,581	
Totals			<b>\$239,450</b>	<b>\$2,873,405</b>	<b>0.57%</b>
			<b>\$240,812</b>	<b>\$2,889,740</b>	
Change from Current			\$1,361	\$16,335	

Health Savings Account (HSA) is with HealthEquity

## Comparison of Benefits Medical



Plan Name	Benefit Description	Coverage Details	Costs (Premium, Deductible, Copay)	Network	Other Features

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**Cedar City**  
Medical Summary

Carrier	Option	Funding Type	Monthly Premium	Annual Premium	Annual Increase	Percent Increase
PEHP	CURRENT	Fully Insured	\$216,806	\$2,601,676	--	--
	RENEWAL	Fully Insured	\$216,806	\$2,601,676	\$0	0.00%

\*Reminder: Fees will apply for HSA bank account vendors.

## Utah Carrier Network Comparison

		PEHP			
		Preferred	Advantage	Summit	Summit Exclusive
Common Spirit Health	Holy Cross Hospital - Davis	X		X	X
	Holy Cross Hospital - Jordan Valley	X		X	X
	Holy Cross Hospital - Jordan Valley West	X		X	X
	Holy Cross Hospital - Mountain Point	X		X	X
	Holy Cross Hospital - Salt Lake Regional	X		X	X
Intermountain Healthcare	Alta View Hospital	X	X		
	American Fork Hospital	X	X		
	Bear River Valley Hospital	X	X	X	X
	Cedar City Hospital	X	X	X	X
	Delta Community Medical Center	X	X	X	X
	Fillmore Hospital	X	X	X	X
	Garfield Memorial Hospital	X	X	X	X
	Heber Valley Medical Center	X	X	X	X
	Intermountain Medical Center	X	X		
	LDS Hospital	X	X		
	Layton Hospital	X	X		
	Logan Regional Hospital	X	X		X
	McKay-Dee Hospital	X	X		
	Orem Community Hospital	X	X		
	The Orthopedic Specialty Hospital (TOSH)	X	X		
	Park City Medical Center	X	X	X	X
	Primary Children's Medical Center	X	X	X	X
	Riverton Hospital	X	X		
	Primary Children's Services (Lehi Location)	X	X	X	X
	Sanpete Valley Hospital	X	X	X	X
Sevier Valley Medical Center	X	X	X	X	
Spanish Fork Hospital	X	X			
St. George Regional Hospital	X	X	X	X	
Utah Valley Regional Medical Center	X	X			
Mountain Star	Brigham City Hospital	X		X	X
	Cache Valley Specialty Hospital	X		X	X
	Lakeview Hospital	X		X	X
	Mountain View Hospital	X		X	X
	Lone Peak Hospital	X		X	X
	Ogden Regional Medical Center	X		X	X
	St. Mark's Hospital	X		X	X
	Timpanogos Regional Hospital	X		X	X
U of U	Huntsman Cancer Institute	X		X	X
	Huntsman Mental Health Institute	X		X	X
	University of Utah Hospital	X		X	X
	Moran Eye Center	X		X	X
University of Utah Orthopedic Center	X		X	X	
Independent Community	Ashley Regional Medical Center	X	X	X	X
	Beaver Valley Hospital	X	X	X	X
	Blue Mountain Hospital	X	X	X	X
	Castleview Hospital	X	X	X	X
	Central Valley Medical Center	X	X	X	X
	Gunnison Memorial Hospital	X	X	X	X
	Kane County Hospital	X	X	X	X
	Millford Memorial Hospital	X	X	X	X
	Moab Regional Hospital (Allen Memorial)	X	X	X	X
	Mountain West Medical Center	X	X	X	X
	San Juan County Hospital	X	X	X	X
	Shriner's Children's Hospital (SLC)	X	X	X	X
Uintah Basin Medical Center	X	X	X	X	
Utah Valley Specialty Hospital	X	X	X	X	
Idaho	Cassia Regional Medical Center	X	X	X	X
	Caribou Memorial Hospital				
	Franklin County Medical Center				
	Neil J Redford Memorial Hospital				
	Portneuf Medical Center				
Power County Memorial Hospital					
Total Hospitals		55	38	44	45

\*Aetna Peak Preference Network - HCA/Mountain Star & Steward Health Care

= Maximum Savings Level 1 / U of U & Intermountain = Standard Savings Level 2

\*\* Preferred BlueOption must be and can only be paired with FocalPoint

\*\*\*UHC AllSavers uses the Choice Plus Network, but does NOT include

Huntsman Cancer Hospital.

The Select Care Network is no longer available.

Network information is for illustrative purposes only and is subject to change. Please refer to carrier documents for further details.

**Cedar City**  
Medical Comparison

		PEHP		PEHP	
		Summit Exclusive 80% \$1,650 HDHP		Summit Exclusive 80% \$1,700 HDHP	
Medical Benefits		In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible		\$1,650/\$3,300		\$1,700/\$3,400	
Out of Pocket Maximum		\$3,000/\$6,000		\$3,000/\$6,000	
Deductible Embedded		Yes		Yes	
OOP Max Embedded		No		No	
Professional Services					
Office Visits	Primary Care Physicians	\$15 AD	40% AD	\$15 AD	40% AD
	Specialists	\$25 AD	40% AD	\$25 AD	40% AD
	Mental Health & Chemical Dependency	\$15 AD	40% AD	\$15 AD	40% AD
	Urgent Care	\$35 AD	40% AD	\$35 AD	40% AD
	Emergency Room	\$75 AD	\$75 AD	\$75 AD	\$75 AD
Minor Lab / X-Ray		0% under \$350, 20% AD over \$350	40% AD	0% under \$350, 20% AD over \$350	40% AD
Major Lab / X-Ray		0% under \$350, 20% AD over \$350	40% AD	0% under \$350, 20% AD over \$350	40% AD
Hospital Outpatient Surgery		20% AD	40% AD	20% AD	40% AD
Preventive Care		0%	Not Covered	0%	Not Covered
Inpatient Services					
Inp Hospital / Physicians		20% AD	40% AD	20% AD	40% AD
Inp Maternity		20% AD	40% AD	20% AD	40% AD
Additional Benefits					
Chiropractic/Manipulations		Not Covered	Not Covered	Not Covered	Not Covered
Adult Routine Eye Exam		0%	Not Covered	0%	Not Covered
Prescription Drugs (In-Network)					
Retail	Rx Deductible	Medical Deductible Applies		Medical Deductible Applies	
	Tier 1	\$15 AD		\$15 AD	
	Tier 2	\$30 AD		\$30 AD	
	Tier 3	\$65 AD		\$65 AD	
	Tier 4	20% AD/30% AD		20% AD/30% AD	
Mail Order		N/A		N/A	
Employee Navigator Compatibility		Yes		Yes	
Monthly Rates		CURRENT		RENEWAL	
		Fully Insured		Fully Insured	
Subs	Enrollment Tier	Subscribers	Premium Rate	Subscribers	Premium Rate
36	Employee	36	\$620.36	36	\$620.36
27	Employee + One	27	\$1,284.12	27	\$1,284.12
92	Family	92	\$1,736.98	92	\$1,736.98
155	<b>TOTAL BY PLAN</b>	155	<b>\$216,806</b>	155	<b>\$216,806</b>
<b>Percent of Increase</b>				0.00%	

Benefits illustrated are for comparison purposes only. Please refer to carrier plan documents for further details. In case of discrepancy, carrier plan documents and rates will prevail.

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Category	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7
Item 1	Item 1.1	Item 1.2	Item 1.3	Item 1.4	Item 1.5	Item 1.6	Item 1.7
Item 2	Item 2.1	Item 2.2	Item 2.3	Item 2.4	Item 2.5	Item 2.6	Item 2.7
Item 3	Item 3.1	Item 3.2	Item 3.3	Item 3.4	Item 3.5	Item 3.6	Item 3.7
Item 4	Item 4.1	Item 4.2	Item 4.3	Item 4.4	Item 4.5	Item 4.6	Item 4.7
Item 5	Item 5.1	Item 5.2	Item 5.3	Item 5.4	Item 5.5	Item 5.6	Item 5.7

# Comparison of Benefits Dental



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**Cedar City  
Dental Summary**

Carrier	Option	Funding Type	Monthly Premium	Annual Premium	Annual Increase	Percent Increase
EMI Health	CURRENT	Fully Insured	\$14,585	\$175,017	--	--
	RENEWAL	Fully Insured	\$16,334	\$196,002	\$20,985	11.99%
	REVISED RENEWAL	Fully Insured	\$15,753	\$189,035	\$14,018	8.01%
Renaissance	QUOTE-1	Fully Insured	\$15,517	\$186,206	\$11,189	6.39%
Lincoln Financial	QUOTE-2	Fully Insured	\$16,098	\$193,172	\$18,155	10.37%
Principal	QUOTE-3	Fully Insured	\$14,820	\$177,838	\$2,821	1.61%
PEHP	QUOTE-4	Fully Insured	\$15,277	\$183,327	\$8,310	4.75%

\*Delta Dental - DTQ (Uncompetitive)

\*Humana - DTQ (Uncompetitive)

\*Ameritas - DTQ (Uncompetitive)

\*Beam - Uncompetitive 34%

\*Guardian - Uncompetitive 45%

**Cedar City  
Dental Comparison**

Dental Benefits	EMI Health			EMI Health			EMI Health			Renaissance	
	EMI Health - Choice			EMI Health - Choice			EMI Health - Choice			Renaissance	
	Advantage Plus	Premier	Out-of-Network	Advantage Plus	Premier	Out-of-Network	Advantage Plus	Premier	Out-of-Network	In-Network	Out-of-Network
Deductible	\$0/\$0	\$25/\$75	\$25/\$75	\$0/\$0	\$25/\$75	\$25/\$75	\$0/\$0	\$25/\$75	\$25/\$75	\$0/\$0	\$25/\$75
Annual Maximum	\$2,000	\$1,500	\$1,500	\$2,000	\$1,500	\$1,500	\$2,000	\$1,500	\$1,500	\$2,000	\$1,500
Preventive / Diagnostic	100%	100%	80%	100%	100%	80%	100%	100%	80%	100%	80%
Basic	80%	80%	60%	80%	80%	60%	80%	80%	60%	80%	60%
Major	50%	50%	40%	50%	50%	40%	50%	50%	40%	50%	40%
Oral Surgery	80%	80%	60%	80%	80%	60%	80%	80%	60%	80%	60%
Periodontics	80%	80%	60%	80%	80%	60%	80%	80%	60%	80%	60%
Endodontics	80%	80%	60%	80%	80%	60%	80%	80%	60%	80%	60%
Implants	50%	50%	40%	50%	50%	40%	50%	50%	40%	50%	40%
<b>Orthodontics</b>											
Deductible		None			None			None			None
Lifetime Maximum		\$1,500			\$1,500			\$1,500			\$1,500
Child (under 19)	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Adult	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
<b>Waiting Periods</b>											
Preventive		None			None			None			None
Basic		None			None			None			None
Major		None			None			None			None
Orthodontics		None			None			None			None
<b>UCR Percentile</b>		Fee Schedule			Fee Schedule			Fee Schedule			Fee Schedule
<b>Provider Directory Website</b>		<a href="https://emihealth.com/ProviderSearch">https://emihealth.com/ProviderSearch</a>			<a href="https://emihealth.com/ProviderSearch">https://emihealth.com/ProviderSearch</a>			<a href="https://emihealth.com/ProviderSearch">https://emihealth.com/ProviderSearch</a>			<a href="https://www.myenproviders.com/">https://www.myenproviders.com/</a>
<b>Voluntary / Employer Paid</b>		Employer Paid			Employer Paid			Employer Paid			Employer Paid
<b>Participation Requirements</b>		75%			75%			75%			Greater of 147 or 75%
<b>Rate Guarantee</b>		6/30/2026			6/30/2027			6/30/2027			6/30/2027
<b>Employee Navigator Compatibility</b>		Yes			Yes			Yes			Yes
<b>Monthly Rates</b>		<b>CURRENT</b>			<b>RENEWAL</b>			<b>REVISED RENEWAL</b>			<b>RENEWAL</b>
<b>Plan Type</b>		Fully Insured Choice PPO			Fully Insured Choice PPO			Fully Insured Choice PPO			Fully Insured Dental PPO
<b>Subs</b>	<b>Enrollment Tier</b>	<b>Subscribers</b>	<b>Premium Rate</b>	<b>Subscribers</b>	<b>Premium Rate</b>	<b>Subscribers</b>	<b>Premium Rate</b>	<b>Subscribers</b>	<b>Premium Rate</b>	<b>Subscribers</b>	<b>Premium Rate</b>
38	Employee	38	\$29.00	38	\$32.50	38	\$31.30	38	\$30.88	38	\$30.88
35	Employee + One	35	\$61.35	35	\$68.70	35	\$66.30	35	\$65.27	35	\$109.63
110	Family	110	\$103.05	110	\$115.40	110	\$111.30	110	\$109.63	110	\$15.517
<b>183</b>	<b>TOTAL BY PLAN</b>	<b>183</b>	<b>\$14,585</b>	<b>183</b>	<b>\$16,334</b>	<b>183</b>	<b>\$15,753</b>	<b>183</b>	<b>\$15,517</b>		
	<b>Percent of Increase</b>				11.99%		8.01%		6.39%		

Benefits illustrated are for comparison purposes only. Please refer to carrier plan documents for further details. In case of discrepancy, carrier plan documents and rates will prevail.

**Cedar City**  
Dental Comparison

	Lincoln Financial		Principal		PEHP	
Dental Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible	\$25/\$75	\$25/\$75	\$25/\$75	\$25/\$75	\$25/\$75	\$25/\$75
Annual Maximum	\$2,000	\$1,500	\$1,500	\$1,500	\$1,000	\$1,000
Preventive / Diagnostic	100%	80%	100%	80%	100%	80%
Basic	80%	60%	80%	60%	70%	50%
Major	50%	40%	50%	40%	50%	30%
Oral Surgery	80%	60%	80%	60%	70%	50%
Periodontics	80%	60%	80%	60%	70%	50%
Endodontics	80%	60%	80%	60%	70%	50%
Implants	50%	40%	50%	40%	50%	30%
<b>Orthodontics</b>						
Deductible	None		None		None	
Lifetime Maximum	\$1,500		\$1,500		\$1,500	
Child (under 19)	50%	50%	50%	50%	50%	50%
Adult	50%	50%	Not Covered	Not Covered	50%	50%
<b>Waiting Periods</b>						
Preventive	None		None		None	
Basic	None		None		None	
Major	None		None		None	
Orthodontics	None		None		None	
<b>UCR Percentile</b>	Fee Schedule		Fee Schedule		Fee Schedule	
<b>Provider Directory Website</b>	<a href="http://www.lincoln4benefits.com">www.lincoln4benefits.com</a>		<a href="http://www.principal.com/dentist">www.principal.com/dentist</a>		<a href="http://www.pehp.org">www.pehp.org</a>	
<b>Voluntary / Employer Paid</b>	Employer Paid		Employer Paid		Employer Paid	
<b>Participation Requirements</b>	92%		100%		80%	
<b>Rate Guarantee</b>	6/30/2028		6/30/2027		6/30/2027	
<b>Employee Navigator Compatibility</b>	No		Yes		Yes	
	<b>QUOTE 2</b>		<b>QUOTE-3</b>		<b>QUOTE 4</b>	
Monthly Rates	Fully Insured		Fully Insured		Fully Insured	
Plan Type	PPO 100-80-50 Plan		\$1,500 Dental Plan		Essential Dental Care	
<b>Subs Enrollment Tier</b>	<b>Subscribers</b>	<b>Premium Rate</b>	<b>Subscribers</b>	<b>Premium Rate</b>	<b>Subscribers</b>	<b>Premium Rate</b>
38 Employee	38	\$32.01	38	\$29.47	38	\$33.96
35 Employee + One	35	\$67.71	35	\$62.34	35	\$67.80
110 Family	110	\$113.74	110	\$104.71	110	\$105.58
<b>183 TOTAL BY PLAN</b>	<b>183</b>	<b>\$16,098</b>	<b>183</b>	<b>\$14,820</b>	<b>183</b>	<b>\$15,277</b>
<b>Percent of Increase</b>	10.37%		1.61%		4.75%	

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1550	01/11/14	1550	01/11/14	1550	01/11/14
1550	01/11/14	1550	01/11/14	1550	01/11/14
1550	01/11/14	1550	01/11/14	1550	01/11/14
1550	01/11/14	1550	01/11/14	1550	01/11/14
1550	01/11/14	1550	01/11/14	1550	01/11/14
1550	01/11/14	1550	01/11/14	1550	01/11/14
1550	01/11/14	1550	01/11/14	1550	01/11/14
1550	01/11/14	1550	01/11/14	1550	01/11/14
1550	01/11/14	1550	01/11/14	1550	01/11/14
1550	01/11/14	1550	01/11/14	1550	01/11/14

## Comparison of Benefits Vision



**Cedar City  
Vision Summary**

Carrier	Option	Funding Type	Monthly Premium	Annual Premium	Annual Increase	Percent Increase
EMI Health	CURRENT	Fully Insured	\$1,618	\$19,411	--	--
	RENEWAL	Fully Insured	\$1,811	\$21,728	\$2,317	11.94%
Renaissance	QUOTE-1	Fully Insured	\$2,794	\$33,524	\$14,113	72.70%
Lincoln Financial	QUOTE-2	Fully Insured	\$2,746	\$32,947	\$13,535	69.73%
Principal	QUOTE-3	Fully Insured	\$2,013	\$24,159	\$4,748	24.46%
PEHP	QUOTE-4	Fully Insured	\$2,042	\$24,505	\$5,094	26.24%

- \*Delta Dental - DTQ (Uncompetitive)
- \*Humana - DTQ (Uncompetitive)
- \*Davis/Superior - DTQ (Uncompetitive)
- \*VSP - DTQ (Uncompetitive)
- \*Beam - DTQ (Uncompetitive)
- \*Guardian - DTQ (Uncompetitive)
- \*Ameritas - DTQ (Uncompetitive)
- \*EyeMed - DTQ (Uncompetitive)

**Cedar City  
Vision Comparison**

Vision Benefits	EMI Health		EMI Health		Renaissance		Lincoln Financial		
	EMI Health - VSP Network		EMI Health - VSP Network		Renaissance - VSP Network		Lincoln Financial - Lincoln Network		
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	
<b>Eye Examination</b>	-	-	-	-	\$10 Copay	up to \$45	\$10 Copay	up to \$40	
<b>Standard Plastic Lenses</b>									
Single Vision	\$10 Copay	up to \$30	\$10 Copay	up to \$30	\$10 Copay	up to \$30	\$10 Copay	up to \$40	
Bifocal	\$10 Copay	up to \$50	\$10 Copay	up to \$50	\$10 Copay	up to \$50	\$10 Copay	up to \$60	
Trifocal	\$10 Copay	up to \$65	\$10 Copay	up to \$65	\$10 Copay	up to \$65	\$10 Copay	up to \$80	
<b>Frames*</b>	up to \$160	up to \$80	up to \$160	up to \$80	up to \$180 then 20% off	up to \$70	up to \$130	up to \$45	
<b>Contact Lenses*</b>									
Conventional	up to \$160	up to \$145	up to \$160	up to \$145	up to \$180	up to \$105	up to \$125	up to \$125	
Disposable	up to \$160	up to \$145	up to \$160	up to \$145	up to \$180	up to \$105	up to \$125	up to \$125	
*Frames or Contact Lenses									
<b>Retail Chains (Frame allowance may vary)</b>									
Costco	Included		Included		Included		Included		
Sam's/Walmart	Included		Included		Included		Included		
Target	Not Included		Not Included		Not Included		Not Included		
Visionworks	Included		Included		Included		Included		
<b>Frequency</b>									
Exams	-		-		12 Months		12 Months		
Lenses	12 Months		12 Months		12 Months		12 Months		
Frames	12 Months		12 Months		12 Months		12 Months		
Contacts	12 Months		12 Months		12 Months		12 Months		
<b>Voluntary / Employer Paid Participation Requirements</b>	Employer Paid		Employer Paid		Employer Paid		Employer Paid		
<b>Rate Guarantee</b>	75%		75%		Minimum of 2		Minimum of 2		
<b>Employee Navigator Compatibility</b>	6/30/2026		6/30/2027		6/30/2027		6/30/2028		
	Yes		Yes		Yes		Yes		
	<b>CURRENT</b>		<b>RENEWAL</b>		<b>QUOTE-1</b>		<b>QUOTE-2</b>		
Monthly Rates	Fully Insured		Fully Insured		Fully Insured		Fully Insured		
Plan Type	VSP 160		VSP 160		Contributory Vision		10-10-130		
<b>Subs</b>	<b>Enrollment Tier</b>	<b>Subscribers</b>	<b>Premium Rate</b>	<b>Subscribers</b>	<b>Premium Rate</b>	<b>Subscribers</b>	<b>Premium Rate</b>	<b>Subscribers</b>	<b>Premium Rate</b>
39	Employee	39	\$4.00	39	\$4.50	39	\$6.94	39	\$6.79
34	Employee + One	34	\$7.40	34	\$8.30	34	\$12.80	34	\$12.56
110	Family	110	\$11.00	110	\$12.30	110	\$18.98	110	\$18.67
<b>183</b>	<b>TOTAL BY PLAN</b>	<b>183</b>	<b>\$1,618</b>	<b>183</b>	<b>\$1,811</b>	<b>183</b>	<b>\$2,794</b>	<b>183</b>	<b>\$2,746</b>
<b>Percent of Increase</b>					11.94%	72.70%	69.73%		

Benefits illustrated are for comparison purposes only. Please refer to carrier plan documents for further details. In case of discrepancy, carrier plan documents and rates will prevail.

**Cedar City**  
Vision Comparison

Vision Benefits	Principal		PEHP		
	Principal - VSP Network		PEHP - EyeMed Network		
	In-Network	Out-of-Network	In-Network	Out-of-Network	
<b>Eye Examination</b>	-	-	-	-	
<b>Standard Plastic Lenses</b>					
Single Vision	\$10 Copay	up to \$30	\$10 Copay	up to \$25	
Bifocal	\$10 Copay	up to \$50	\$10 Copay	up to \$40	
Trifocal	\$10 Copay	up to \$65	\$10 Copay	up to \$55	
<b>Frames*</b>	up to \$200 then 20% off	up to \$70	up to \$130 then 20% off	up to \$65	
<b>Contact Lenses*</b>					
Conventional	up to \$200	up to \$105	up to \$130 then 15% off	up to \$104	
Disposable	up to \$200	up to \$105	up to \$130	up to \$104	
<small>*Frames or Contact Lenses</small>					
<b>Retail Chains (Frame allowance may vary)</b>					
Costco		Included		Not Included	
Sam's/Walmart		Included		Not Included	
Target		Not Included		Included	
Visionworks		Included		Not Included	
<b>Frequency</b>					
Exams		12 Months		12 Months	
Lenses		12 Months		12 Months	
Frames		12 Months		12 Months	
Contacts		12 Months		12 Months	
<b>Voluntary / Employer Paid Participation Requirements</b>		Employer Paid 100%		Employer Paid -	
<b>Rate Guarantee</b>		6/30/2028		6/30/2030	
<b>Employee Navigator Compatibility</b>		Yes		Yes	
		<b>QUOTE-3</b>		<b>QUOTE-4</b>	
<b>Monthly Rates</b>		Fully Insured		Fully Insured	
<b>Plan Type</b>		VSP Choice Network		PEHP Eyewear	
<b>Subs</b>	<b>Enrollment Tier</b>	<b>Subscribers</b>	<b>Premium Rate</b>	<b>Subscribers</b>	<b>Premium Rate</b>
39	Employee	39	\$4.98	39	\$6.44
34	Employee + One	34	\$9.21	34	\$9.84
110	Family	110	\$13.69	110	\$13.24
<b>183</b>	<b>TOTAL BY PLAN</b>	<b>183</b>	<b>\$2,013</b>	<b>183</b>	<b>\$2,042</b>
<b>Percent of Increase</b>			24.46%		26.24%

\*Must sell with Dental

Benefits illustrated are for comparison purposes only. Please refer to carrier plan documents for further details. In case of discrepancy, carrier plan documents and rates will prevail.


Benefit Category	Benefit Amount
Life Insurance	\$1,000,000
AD&D Insurance	\$100,000
Dependent Life Insurance	\$50,000
Health Insurance	\$10,000
Dental Insurance	\$5,000
Life Insurance (Spouse)	\$1,000,000
AD&D Insurance (Spouse)	\$100,000
Dependent Life Insurance (Spouse)	\$50,000
Health Insurance (Spouse)	\$10,000
Dental Insurance (Spouse)	\$5,000
Life Insurance (Child)	\$100,000
AD&D Insurance (Child)	\$10,000
Dependent Life Insurance (Child)	\$5,000
Health Insurance (Child)	\$5,000
Dental Insurance (Child)	\$2,500
Life Insurance (Total)	\$2,100,000
AD&D Insurance (Total)	\$210,000
Dependent Life Insurance (Total)	\$105,000
Health Insurance (Total)	\$20,000
Dental Insurance (Total)	\$10,000

# Comparison of Benefits Life, AD&D, and Dependent Life



Comparison of Benefits  
Life, AD&D, and Dependent Life

**Cedar City**  
Basic Life, AD&D and Dependent Life

		 <b>Lincoln Financial™</b>
		CURRENT
<b>Eligibility</b>	All Full-Time	X
	All Full-Time Who Elect Management	
Number of Eligible Employees		195
Eligible Employees with Family Status		155
Covered Payroll		\$9,750,000
Rate Guarantee		Until 7/1/2027
<b>Benefit</b>		
	Life Insurance	\$50,000
	AD&D Insurance	\$50,000
	Guaranteed Issue	\$50,000
	Conversion	Included
	Portability	Not Included
<b>Dependent Life</b>		To Age 26
	Spouse	\$5,000
	Child (live birth - 14 days)	\$2,500
	Child (14 days - 6 months)	\$2,500
	Child (6 months - 19 years)	\$2,500
<b>Monthly Rates</b>		CURRENT
	Basic Life (per \$1,000)	\$0.134
	AD&D (per \$1,000)	\$0.040
	Dependent Life	\$1.270
<b>MONTHLY TOTAL</b>		<b>\$1,893.35</b>
<b>ANNUAL TOTAL</b>		<b>\$22,720.20</b>

Employee benefits above \$50,000 and Spouse and Child benefits above \$2,000 may be subject to Imputed Income Tax (IRC Section 79), please consult your tax advisor if you have any questions.

Cedar City  
Supplemental Life




		CURRENT	
<b>Employee Benefit</b>		5X Salary	
Increments		\$5,000	
Minimum Benefit		\$15,000	
Maximum Benefit		\$500,000	
<b>Spouse Benefit</b>		100% of EE	
Increments		\$5,000	
Minimum Benefit		\$5,000	
Maximum Benefit		\$500,000	
<b>Child Benefit</b>		To Age 26	
Increments		\$15,000	
Maximum (live birth - 14 days)		\$15,000	
Maximum (14 days - 6 months)		\$15,000	
Maximum (6 months - 19 years)		\$15,000	
<b>Guaranteed Issue</b>		To Age 70	
Employee		\$200,000	
Spouse		\$30,000	
<b>Additional Benefits</b>			
Waiver of Premium		Included, 6 Mo	
Conversion		Included	
Portability		Included	
<b>Open Enrollment</b>		Employees may elect 4X increments and spouses may elect 2X increments to the plan max with no LOI, unless previously declined or withdrawn.	
<b>Participation Required</b>		138 Current	
<b>Rate Guarantee</b>		Until 7/1/2027	
<b>Rates Per \$1,000</b>		CURRENT	
		EE	Spouse
<25		\$0.048	\$0.048
25-29		\$0.048	\$0.048
30-34		\$0.052	\$0.052
35-39		\$0.072	\$0.072
40-44		\$0.088	\$0.088
45-49		\$0.168	\$0.168
50-54		\$0.204	\$0.204
55-59		\$0.324	\$0.324
60-64		\$0.548	\$0.548
65-69		\$1.096	\$1.096
70-74		\$2.192	\$2.192
75-79		\$2.192	\$2.192
<b>Dependent Rates</b>		\$0.035 per \$1,000 (FAM)	
<b>AD&amp;D Rates per \$1,000</b>		Standalone	
Employee		\$0.030	
Spouse		\$0.030	
Child		\$0.030	

Red Font indicates where rates straddle Table I (IRC Section 79 -- Imputed Income)



**Cedar City**  
Long Term Disability

		 <b>Lincoln Financial™</b>
		CURRENT
Eligibility	All Full-Time Excluding Firefighters All Full-Time Who Elect Management	X
Number of Eligible Employees		179
Monthly Covered Payroll		\$1,070,207
Rate Guarantee		Until 7/1/2027
Benefit		
Elimination Period		90 Days
Benefit Percentage		66.67%
Maximum Monthly Benefit		\$8,000
Guaranteed Issue		\$8,000
Tax Free Benefit		No
Line of Duty		Included
COLA		3%
URS Compliant		Yes
Duration of Benefit		SSNRA
Definition of Disability		24 Mo Own Occ
Employer Contribution		100%
Participation Required		100%
Rates		CURRENT
Per \$100 of Covered Payroll		\$0.425
<b>MONTHLY TOTAL</b>		<b>\$4,548.38</b>
<b>ANNUAL TOTAL</b>		<b>\$54,580.56</b>

Benefit Category	Plan A	Plan B
Medical Insurance	100%	80%
Dental Insurance	100%	80%
Health Savings Account (HSA)	\$5,000	\$3,000
Life Insurance	100%	100%
Disability Insurance	100%	100%
Flexible Spending Account (FSA)	\$2,500	\$2,500
Voluntary Health Insurance	100%	100%
Employee Assistance Program (EAP)	100%	100%
Wellness Program	100%	100%
Summary		

Comparison of Benefits  
**Health Savings Account**



**Cedar City**  
Health Savings Account Comparison

	HealthEquity	
	CURRENT	RENEWAL
HSA Monthly Fee	\$2.25 PEPM	\$2.25 PEPM



# Comparison of Benefits Employee Assistance Program



CONFIDENTIAL

**Cedar City**  
Employee Assistance Program Comparison

	Intermountain	
In-Person EAP Sessions	8 Sessions	8 Sessions
Worksite Services/Trainings	Included	Included
Financial Counseling	Included	Included
Legal Counseling	Included	Included
Critical Incident Response	Included	Included
Rate Guarantee	6/30/2026	6/30/2027
Monthly Rates	CURRENT	RENEWAL
<b>Per Employee</b>	<b>\$4.44</b>	<b>\$4.49</b>



Benefit Category	Plan A	Plan B
Medical Insurance	Standard	Enhanced
Dental Insurance	Basic	Comprehensive
Vision Insurance	Optional	Standard
Life Insurance	Basic	Enhanced
Disability Insurance	Standard	Enhanced
Health Savings Account	Available	Available
Employee Assistance Program	Available	Available
Flexible Spending Account	Available	Available
Wellness Program	Available	Available
Employee Stock Purchase Plan	Available	Available
401(k) Plan	Available	Available

Comparison of Benefits

# Supplemental Benefits



**Cedar City  
Supplemental Accident Plan Renewal**

Carrier	Guardian
<b>Current Enrollment</b>	105
<b>Reimbursement Method</b>	Indemnity benefits that pay according to a schedule of benefits
<b>Coverage Type</b>	Off-Job
<b>Emergency Medical Expenses</b>	\$250 ER \$125 Doctor Office/Urgent care
<b>X-Ray</b>	\$200
<b>Ambulance</b>	\$300 ground \$1,500 air
<b>Child Organized Sport Benefit</b>	25% Increase to child benefit
<b>Hospital Confinement</b>	\$300/day \$1,500 for initial confinement
<b>Dislocations</b>	Up to \$7,000
<b>Fractures</b>	Up to \$8,000
<b>Wellness Benefit</b>	\$50/ once per covered person, per year. *Immunizations, Routine/Annual Physical, Skin Cancer Biopsy, Blood Test, Colonoscopy, Mammography, Pap Smear
<b>Portability</b>	Portable prior to age 70 and while master contract is in force
<b>Monthly Premiums</b>	Current/Renewal
<b>Employee</b>	\$13.36
<b>Employee + Spouse</b>	\$22.34
<b>Employee + Children</b>	\$23.64
<b>Family</b>	\$32.62

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**Cedar City  
Supplemental Critical Illness Plan Proposal**

Carrier	Guardian	
<b>Participation Requirements</b>	5 Enrolled	
<b>How Do Benefits Pay Increments</b>	Benefits available once per covered condition \$10,000 or \$20,000	
<b>Guaranteed Issue</b>	Employee: \$20,000 Spouse: \$10,000 Child(ren): All child amounts are guaranteed	
<b>Premiums</b>	Premiums based on attained age, uni-tobacco <b>Conditions Covered at 100%</b> Bone Marrow Failure, Benign Brain or Spinal Cord Tumor, Invasive Cancer, Heart Attack, Heart Failure, Stroke - Severe, Kidney Failure, Major Organ Failure, Coma, Loss of Hearing, Sight or Speech, Permanent Paralysis, Severe Burns, Alzheimer's Disease - Advanced, ALS, Dementia, MS - Advanced, Parkinson's Disease - Advanced <b>Conditions Covered at 100%</b> Childhood Conditions Covered at 100% Autism Spectrum Disorder, Cerebral Palsy, Cleft Lip or Cleft Palate, Clubfoot, Congenital Heart Defect, Cystic Fibrosis, Sickle Cell Disease - Type 1, Down Syndrome, Hemophilia, MS, Muscular Dystrophy, Spina Bifida <b>Conditions Covered at 50%</b> Coronary Artery Disease - Requiring a Bypass, Stroke - Moderate, Alzheimer's Disease - Early, MS - Early, Parkinson's Disease - Early <b>Conditions Covered at 30%</b> BRCA 1 or BRCA2 Mutation, Carcinoma in Situ, Pulmonary Embolism, Addison's Disease, Huntington's Disease, Myasthenia Gravis, Crohn's Disease, Lupus, Ulcerative Colitis <b>Conditions Covered at 10%</b> Coronary Artery Disease, Pacemaker, Aneurysm, Transient Ischemic Attack, Epilepsy	
<b>Covered Conditions</b>		
<b>Re-occurrence Benefit</b>	Will pay a reoccurrence on some conditions of a previously paid condition if diagnosis is separated by 6 months.	
<b>Spouse Coverage</b>	Up to 50% of Employee elected amount	
<b>Dependent Coverage</b>	50% of Employees elected amount; no additional charge	
<b>Wellness Benefit</b>	\$50 per covered person year	
<b>Pre-existing Conditions</b>	N/A	
<b>Portability</b>	Portable prior to age 70	
<b>Monthly Premiums (Uni-Tobacco)</b>	<b>Employee</b>	<b>Family Rate Spouse</b>
<30	\$5.40	\$8.10
30-39	\$8.60	\$12.90
40-49	\$16.60	\$24.90
50-59	\$33.10	\$49.65
60-69	\$56.40	\$85.20
70+	\$96.40	\$144.60
<b>Dependent Coverage</b>	Included in rate above	

9-035  
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**Cedar City**  
**Voluntary Hospital Indemnity Plan Proposal**



Carrier	Guardian
<b>Participation Requirement</b>	5 Enrolled
<b>Hospital Admission</b> (per admission)	\$1,000/ 2 admissions per year
<b>Daily Benefit</b>	\$100/day up to 31 days
<b>ICU Daily Benefit</b>	\$200/day up to 31 days
<b>Maternity Waiting period</b>	No waiting period
<b>Pre-existing Conditions</b>	None
<b>Underwriting</b>	GI
<b>Portability</b>	Portable while master contract is in force and prior to age 70
<b>Monthly</b>	
<b>Employee</b>	\$14.66
<b>Employee + Spouse</b>	\$36.11
<b>Employee + Child (ren)</b>	\$26.14
<b>Family</b>	\$47.59

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Health Insurance	2017
Life Insurance	2017
Disability Insurance	2017
Retirement	2017
Employee Stock Purchase Plan	2017
Flexible Spending Account	2017
Health Savings Account	2017
Voluntary Benefits	2017
Company Paid	
Employee Paid	
Total	

Comparison of Benefits  
**Voluntary Benefits**



**Cedar City  
Identity Theft Protection Renewal**

	Experian Elite
<b>Current Enrollment</b>	55
<b>Identity Monitoring</b>	Included
Dark Web Identity Monitoring	Included
Public Records	Included
Pay Day Loan/ Credit Applications	Included
High Risk Transaction Alerts	Included
Mortgage/Auto/ Bank Accounts	Included
Home Title	N/A
Credit Disputes	Included
Social Media Monitoring	Included
<b>Credit Monitoring</b>	7x Bureau
Equifax	Included
Experian	Included
TransUnion	Included
Medical Bureau Credit Lock	Single Bureau (Experian)
Online Annual Credit Reports	One Bureau: Daily
<b>Fraud Alerts or Freeze on Credit</b>	7x Bureau/Quarterly
<b>Restoration Services</b>	Included
<b>Cost Wallet Protection</b>	Included
Online Identity Restoration	Included
Accepts Pre-Existing	Yes
<b>401K/IRSA Reimbursement</b>	Up to \$1M in coverage
<b>Prints and Device Protection</b>	Included
IP Address Monitoring	N/A
Wi-Fi Security/VPN	Included
Advanced Call/Text Screenings	N/A
Device Protection	No Limit
<b>Differentiators</b>	<p>Financial Wellness (Elite plan) – we are the only ID Theft vendor that offers a robust financial wellness solution.</p> <p>Medical Claims Monitoring</p>
<b>Carrier Differentiators</b>	<p>Detail Utilization and Financial Reporting - we can provide detailed utilization reports to employers in addition to Financial Health Reporting (QOQ/every 3) This is an extremely valuable service.</p> <p>Data Source - As a credit bureau, we own our own data, therefore we can charge less. Most of competitors have to outsource the data that power their systems from us (or another bureau).</p> <p>Other Items: one button credit lock, Daily and Quarterly credit reporting, and no pre-existing limitation.</p>
<b>Definition of Dependents</b>	Up to age 25; up to 10 dependents
<b>Monthly Rates</b>	\$8.50
<b>Individual</b>	\$18.00
<b>Family</b>	\$18.00

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**CEDAR CITY  
CITY COUNCIL AGENDA ITEM 5  
STAFF INFORMATION SHEET**

**To:** Mayor and City Council

**From:** Jonathan Stathis

**Council Meeting Date:** April 15, 2026

**Subject:** Consider proposals for the Rate Study.

**Discussion:** This project involves performing a rate study for the following Public Works enterprise funds:

- Culinary and Secondary Water
- Sewer Collections
- Wastewater Treatment Plant
- Storm Drain
- Solid Waste

The study will analyze the monthly utility billing rates for each of these enterprise funds to determine what adjustments need to be made. The analysis will include reviewing revenue and expenses associated with each enterprise fund and then determining the rates that are needed to maintain adequate revenue needed to fund operations, maintenance, capital expenditures, and debt service coverage. The analysis will also include looking at the water rates to continue to encourage conservation and wise water use.

Consultants were notified of this project via email, newspaper advertisement, and on the City's website. The Request for Proposals (RFP) was requested by 13 consultants and 1 plan room.

Cedar City received four (4) proposals for the Rate Study. Based on the scoring of the proposals, LRB Public Finance Advisors received the highest score. The proposals were evaluated based on a 100-point scoring system.

If the proposal is awarded it would be on condition that the Consultant provide the required executed insurance documents, immigration status verification, and that the Mayor be authorized to sign the agreement with the Consultant.

The table below shows a ranking of the proposals based on the average evaluation score. The table also lists the proposed fee and where each Consultant has an office location.

Some of the consultants listed other firms as team members. The following table lists the other firms on those project teams.

Points were assigned for the "Project Costs & Fees" based on a formula listed in the RFP. According to the formula, if a proposal had a cost that was more than twice as much as the lowest fee, then that proposal would receive 0 points for that item.

**Proposal Scoring Summary**

			<b>LRB Public Finance Advisors (Salt Lake City)</b>	<b>Zions Public Finance (Salt Lake City) Teamed with: Hansen, Allen &amp; Luce (South Jordan)</b>	<b>Jones &amp; DeMille (Richfield) Teamed with: Energy, Finance, and Government Consulting</b>	<b>AE2S (Lehi)</b>
Proposed Fee =			<b>\$50,180</b>	<b>\$82,450</b>	<b>\$118,100</b>	<b>\$90,600</b>
1	Introductory Letter	<b>5</b>	4.67	4.33	4.67	4.00
2	Project Team	<b>10</b>	7.33	8.33	6.33	7.33
3	Consultant's Capability	<b>15</b>	12.33	13.33	10.83	11.67
4	Project Understanding	<b>10</b>	8.67	8.33	8.33	7.33
5	Work Plan	<b>20</b>	16.67	16.33	16.67	13.33
6	Schedule Control	<b>15</b>	12.67	9.67	11.33	10.33
7	Project Cost & Fees	<b>20</b>	20.0	7.14	0	3.89
8	Required City Services	<b>5</b>	4.67	4.33	4.00	3.67
<b>Point Totals</b>		<b>100</b>	<b>87.00</b>	<b>71.81</b>	<b>62.17</b>	<b>61.56</b>

The table on the following page provides information regarding the funding for the project.

**Project Funding  
Rate Study  
Account #51-40-310, 52-55-310, 53-56-310, and #54-40-310**

<u>Funding -</u>	<u>Funding</u>	<u>Expenses</u>	<u>Balance</u>
Rate Study – Water (Account #51-40-310)	\$9,000		
Rate Study – Sewer Collection (Account #52-55-310)	\$9,000		
Rate Study – WWTP (Account #53-56-310)	\$9,000		
Rate Study – Storm Drain (Account #54-40-310)	\$9,000		
 <u>Engineering Expenses -</u>			
Rate Study – Consultant Fees		(\$50,180)	
 <b>Totals -</b>	 <b>\$36,000</b>	 <b>(\$50,180)</b>	 <b>(\$14,180)</b>

Based on the proposals received, the project is over budget. The following is an option to cover the overage based on doing a budget revision at the end of this quarter from the following accounts:

Water:

“100 E Section – 675 N to 900 N – Waterline” project (Account #51-40-735)  
Transfer \$3,545 from this project. There is currently about \$55,000 in additional funds.

Sewer Collection:

Prof. & Tech Services - miscellaneous (Account #52-55-310)  
Transfer \$3,545 from this account. There is currently about \$4,650 remaining.

Wastewater Treatment Plant:

“Effluent Type 1 Filtration System” project (Account #53-56-732)  
Transfer \$3,545 from this project. There is currently about \$1,370,000 in additional funds.

Storm Drain:

“Sage Springs Surface Overflow” project (Account #54-40-730)  
Transfer \$3,545 from this account. There is currently about \$31,000 in additional funds.

Another option to fund the overage would be to budget additional funds in the upcoming Fiscal Year 2027 budget to complete the project. The project is not anticipated to be completed in the current fiscal year, so the additional funds could be budgeted and used to complete the project after July 1<sup>st</sup>.

Please consider whether to award this project to one of the consultants for the Rate Study project. Thank you for your consideration.

**CEDAR CITY COUNCIL**

**AGENDA ITEMS – 6**

**DECISION PAPER**

**TO:** Mayor and City Council  
**FROM:** City Attorney  
**DATE:** April 13, 2026  
**SUBJECT:** Ordinance adding bonding requirements for non-subdivision/PUD development  
**DISCUSSION:**

Currently, City ordinance requires bonding (“improvement completion assurance”) for all public improvements required as part of new subdivisions and PUDs. However, City ordinance doesn’t have the same requirement for public improvement bonding for construction not connected to a new subdivision or PUD. Please find an ordinance adding the same bonding requirements for regular construction as well.

The Planning Commission gave a positive recommendation for this amendment.

Please consider whether to pass this ordinance adding bonding requirements for public improvements outside of new subdivisions and PUDs.

**CEDAR CITY PLANNING COMMISSION**  
**MINUTES – March 31, 2026**

The Cedar City Planning Commission held a meeting on Tuesday, March 31, 2026, at 5:15 p.m., in the City Council Chambers, 10 North Main, Cedar City, Utah.

Members in attendance: John Webster, Jennifer Davis, Jim Lunt, Tom Jett, Steven Hitz

Members absent: Wayne Decker, Jace Burgess

Staff in attendance: Kent Fugal – City Engineer, Randall McUne – City Attorney, Donald Boudreau – City Planner, Amber Ray- Planner

**ITEM/REQUESTED MOTION**      **LOCATION/PROJECT**      **APPLICANT/PRESENTER**

- Pledge of Allegiance – the pledge was led by John Webster.

**I. REGULAR ITEMS**

1. Approval of Minutes (dated March 17, 2026)  
(Approval)

**Davis motions to approve the minutes from the March 17<sup>th</sup> meeting; Lunt seconds; all in favor for a unanimous vote.**

**II. CITY ITEMS**

- |  |   |           |
|--|---|-----------|
| 2. PUBLIC HEARING<br>Ordinance Text<br>Amendment<br>(Recommendation) | 26-IV-5 Pertaining to Public<br>Improvement Bond Revision | Amber Ray |
|--|---|-----------|

Amber: This is a proposed amendment to Ordinance Section 26-IV-5. This proposal involves requiring bonding for commercial projects with required public improvements. We want to make sure that when improvements are required with commercial projects, that there is bonding for those improvements, and that there is also the warranty period. We have taken the language from the bonding for the Subdivision Public Improvement and just added it here, a copy and paste with revisions as follows: Revisions to title, Revisions to make it applicable to required improvements, Revisions removing the word subdivider, Time frame specified as according to the bond agreement and revision to the numbering

Jett: Why

Kent: It came to our attention while working between engineering, building and public works. We were realizing there was a gap in our bonding requirements when it came to public improvements being built with projects other than Subdivisions and PUDs. We have had a lot of discussion with the City Manager, and City Council has weighed in on it. We talked about possibly just handling those things under the road-break permit that public works does, but both our street superintendent and public works director felt like that wasn't a good fit. The way their program is set up, it's not really set up for that. It's set up

more for someone who needs to do some work in our right-of-way. We looked at the options on what's the best way to do this. We decided add the same wording we use for subdivisions and PUDs. This will give us the tool to handle bonding and inspections and everything else for these public infrastructure improvements, the same for things that aren't subdivisions and PUDs as we do with things that are subdivisions and PUDs. We think it's going to administratively work a lot better for us and be better for the applicants.

Jett: Any financial burden to the developer.

Kent: I would say no because it doesn't change what they're required to do, and it actually, in most cases, will help them as opposed to putting them through the road-break permit process that has greater bonding requirements.

*Public Hearing Opened*

*Public Hearing Closed*

**Jett motions for a positive recommendation to the ordinance text amendment in 26-IV-5; Davis seconds. All in favor for a unanimous vote.**

3. PUBLIC HEARING

Ordinance Text	Sections 23, 26, and 32	Amber Ray
Amendment	Revising Numbering to	
(Recommendation)	Match State Code	

Amber: This is a proposed amendment to Ordinances comprised of sections 23, 26, and 32 where the state code is referenced. The state changed their numbering recently and now our references do not match their numbering. To prevent this type of correction needed in the future, we are proposing to reference the State Code in general rather than specific section numbers. One additional correction, in 26-I-4 (B)(2) Our ordinance defines an external dwelling unit as: A unit as defined by the Utah Municipal Code UCA 10-9a-530(1)(a). There is not a definition in the state code for the external dwelling unit. We are proposing the definition as: An accessory dwelling unit that is not attached to or within a detached single-family dwelling but is located on the same lot or parcel as the detached single-family dwelling.

Randall: That definition by the way, I took the wording from a bill that was proposed this year in the state legislature. It did not pass. We just borrowed that definition.

*Public Hearing Opened*

*Public Hearing Closed*

**Jett motions for a positive recommendation to revising numbering to reference state; Davis seconds. All in favor for a unanimous vote.**

4. PUBLIC HEARING

Engineering Standards	Revision to Section 1 Forward	Kent Fugal
Revision		
(Recommendation)		

Kent: We're looking at some revisions to the first section of our engineering standards, which is just a forward. What I've got in the strikeout here is what we currently have in that forward to our engineering standards. There's some wording at the top that I liked. The rest of this where we've really formatted this almost like it's a title page to a printed document, which we really don't have anymore. We have our engineering standards similar to our city ordinances. It's in Municode on the website. We don't really publish a book anymore. Listing out all the dates that we ever did revisions isn't very useful either. So

**CEDAR CITY  
ORDINANCE 0422-26-**

**AN ORDINANCE AMENDING 26-IV-5 REGARDING PUBLIC IMPROVEMENT  
BONDING FOR CONSTRUCTION.**

**WHEREAS**, the state legislature has granted general welfare power to the City Council, independent, apart from, and in addition to, its specific grants of legislative authority, which enable Cedar City to pass ordinances as are necessary and proper to provide for the safety, promote the prosperity, improve the peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city; and

**WHEREAS**, the City's current ordinances require public improvement completion assurance for subdivisions and PUDs, but the requirement for development outside of subdivisions and PUDs is lacking;

**WHEREAS**, the City must safeguard the tax dollars of its citizens by adequately assuring that those required to construct public improvements complete the construction in a reasonable time and within the requirements of the City's Engineering Standards; and

**WHEREAS**, the City Council finds that it is in the best interests of the health, safety, and general welfare of the citizens of Cedar City to require public improvement completion assurance for all development requiring the construction, repair, or replacement of public improvements.

**NOW THEREFORE**, be it ordained by the City Council of the Cedar City, in the State of Utah, as follows:

**SECTION 1:**        **AMENDMENT** "Section 26-IV-5 Frontage Improvements" of the Cedar City Municipal Code is hereby *amended* as follows:

**AMENDMENT**

Section 26-IV-5 **Frontage**Public Improvements

- A. Improvements Required: No certificate of occupancy on any new house or other building, and no building permit to make alterations on any existing house or other building within the City limits of Cedar City, Utah shall be issued unless the frontage improvements of concrete, curb, gutter, sidewalk, street lights, and asphalt pavement have been installed along the dedicated street frontage of the property. The asphalt pavement shall extend from the lip of the gutter to the existing asphalt or a minimum of 12 feet beyond the street centerline when the developer owns/controls one side of the street frontage. In the event that an owner/developer is developing on one side only of a public street frontage, but owns/controls both sides of the street frontage, full width

asphalt paving and curb & gutter on both sides of the street shall be required, while sidewalk shall be required on the development side only. All curb, gutter, sidewalk, street lights and asphalt pavement shall be installed according to City Engineering Standards.

- B. Sidewalks Not Required in Industrial Zones: In areas designated for industrial uses in the City General Plan - Land Use Plan, sidewalks are required on both sides of the following listed streets. Streets not listed below and designated to be zoned industrial (I&M-1 or I&M-II) are not required to have installed sidewalks on either side of the street frontage. Otherwise, curb, gutter and asphalt improvements shall be required in all zones, on all public streets.

North-South Streets	East-West Streets
5300 West (south of railroad tracks only)	Industrial Road
5700 West	Kitty Hawk Drive
Lund Highway	Cemetery Road
Aviation Way	3000 North
Airport Road	2400 North
2300 West	2400 North Parkway
West View Drive	1600 North
Bulldog Road	400 North
800 West	SR 56
400 West	
300 West	
200 West	
100 West	
Main Street	
Any others designated by the City Council.	

- C. Guarantee of Performance: For all required City owned and maintained improvements, the developer will be required to post a bond with the City guaranteeing the required improvements will be installed and paid for without cost to the City. Such bonds shall be posted and administered as follows:

1. Type and Amount of Guarantees: The type of guarantee for the improvements may be in the form of a cash bond, a surety bond obtained from an insured authorized to do business in the State of Utah, and holding a certificate of authority as an acceptable surety from the U.S. Department of the Treasury, or

letter of credit from an acceptable financial institution in an amount equal to the cost of the required utilities and improvements as approved by the City Engineer. In the case of default, when a project is guaranteed by a surety bond, the Surety Company, at their sole expense, will be required to hire a replacement contractor to complete the entire project to the satisfaction of the City. The surety bond is required to state specifically as a requirement of the bond that, in the case of default, the Surety Company will hire a replacement contractor at the Surety's sole expense and complete the entire project to the satisfaction of the City. All letters of credit, surety bonds, and cash bonds shall be in a form acceptable to the City Attorney;

2. Bond Amount: The cash bond or letter of credit in an amount sufficient to cover the approved engineer's estimate; if the applicant believes the required bond amount includes items not allowed under the Utah Code, the applicant shall specifically delineate those items and their costs that the applicant believes should be excluded and provide sufficient details for the Land Use Authority to make a determination;
3. Duration: Unless otherwise provided by a contract entered into according to this Chapter, the duration of the cash bond or letter of credit for the improvement bond and warrantee bonds shall continue until all improvement and warrantee work has been completed by the developer;
4. Default: Unless otherwise provided by a contract entered into according to this Chapter, in the event the developer is in default or fails or neglects to satisfactorily install the required utilities and improvements within the time frame specified in the bond agreement or to pay all liens in connection thereto, the City may declare the bond or other assurance forfeited, and the City may install or cause the required improvements to be installed, using the proceeds from the collection of the bond or other assurance to defray the expense thereof;
5. Bond Agreement: A signed bond agreement with the City is required. The bond agreement shall be in a form approved for use by the City Attorney. These agreements are deemed necessary and proper to insure the improvements are constructed, and the Mayor is authorized to sign them without prior approval from the City Council; and
6. Release of Bonds:
  - a. A maximum of 90% of the cash bond or letter of credit shall be eligible for release as the improvements are completed according to the approved engineering drawings. The improvements shall not be accepted by the City Engineer until as-built drawings and grading reports are received, and the final inspection by the City Engineer and resulting punch list items are completed by the developer;
  - b. The ten percent (10%) cash bond posted to cover the warranty period shall remain in effect for one (1) year from the date the City improvements are accepted by the City. The purpose of the bond is to pay for items that are not repaired by the developer during the warranty period. Once this year has passed and the improvements

have been accepted by the City this bond will be eligible for release to the developer; and

c. When the warranty bond is released the City will be deemed to have accepted all City improvements and shall assume responsibility for ongoing maintenance of the public improvements.

D. Bonding Deferment: If proper weather conditions do not exist or permanent grades for the improvements cannot be established, the permittee can deposit a cash bond for 150% of the City Engineer's estimated cost of the improvements with the City and occupy until proper weather conditions exist or grades can be established. At that time the permittee will install the improvements and be refunded the cash bond. If the improvements are not installed within a reasonable time, the City will execute the cash bond and contract for the installation of the improvements.

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Phillips	_____	_____	_____	_____
Cox	_____	_____	_____	_____
Wilkey	_____	_____	_____	_____
Schmidt	_____	_____	_____	_____
Galan	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
STEVE NELSON, MAYOR, Cedar  
City

\_\_\_\_\_  
RENON SAVAGE, RECORDER,  
Cedar City

CEDAR CITY COUNCIL

AGENDA ITEMS – 7

DECISION PAPER

**TO:** Mayor and City Council  
**FROM:** City Attorney  
**DATE:** April 13, 2026  
**SUBJECT:** Ordinance removing outdated State code references  
**DISCUSSION:**

The State Legislature renumbered the Municipal Land Use, Development, and Management Act from 10-9a to 10-20. A handful of City ordinances refer to the now-outdated 10-9a. This proposed change removes the references to “10-9a” and changes it to “the Utah Municipal Code,” which should prevent needing to update it again in the future.

The Planning Commission gave a positive recommendation for this amendment.

Please consider whether to pass this ordinance removing references to outdated code sections.

more for someone who needs to do some work in our right-of-way. We looked at the options on what's the best way to do this. We decided add the same wording we use for subdivisions and PUDs. This will give us the tool to handle bonding and inspections and everything else for these public infrastructure improvements, the same for things that aren't subdivisions and PUDs as we do with things that are subdivisions and PUDs. We think it's going to administratively work a lot better for us and be better for the applicants.

Jett: Any financial burden to the developer.

Kent: I would say no because it doesn't change what they're required to do, and it actually, in most cases, will help them as opposed to putting them through the road-break permit process that has greater bonding requirements.

*Public Hearing Opened*

*Public Hearing Closed*

**Jett motions for a positive recommendation to the ordinance text amendment in 26-IV-5; Davis seconds. All in favor for a unanimous vote.**

3. PUBLIC HEARING

Ordinance Text

Amendment

(Recommendation)

Sections 23, 26, and 32

Revising Numbering to

Match State Code

Amber Ray

Amber: This is a proposed amendment to Ordinances comprised of sections 23, 26, and 32 where the state code is referenced. The state changed their numbering recently and now our references do not match their numbering. To prevent this type of correction needed in the future, we are proposing to reference the State Code in general rather than specific section numbers. One additional correction, in 26-I-4 (B)(2) Our ordinance defines an external dwelling unit as: A unit as defined by the Utah Municipal Code UCA 10-9a-530(1)(a). There is not a definition in the state code for the external dwelling unit. We are proposing the definition as: An accessory dwelling unit that is not attached to or within a detached single-family dwelling but is located on the same lot or parcel as the detached single-family dwelling.

Randall: That definition by the way, I took the wording from a bill that was proposed this year in the state legislature. It did not pass. We just borrowed that definition.

*Public Hearing Opened*

*Public Hearing Closed*

**Jett motions for a positive recommendation to revising numbering to reference state; Davis seconds. All in favor for a unanimous vote.**

4. PUBLIC HEARING

Engineering Standards

Revision

(Recommendation)

Revision to Section 1 Forward

Kent Fugal

Kent: We're looking at some revisions to the first section of our engineering standards, which is just a forward. What I've got in the strikeout here is what we currently have in that forward to our engineering standards. There's some wording at the top that I liked. The rest of this where we've really formatted this almost like it's a title page to a printed document, which we really don't have anymore. We have our engineering standards similar to our city ordinances. It's in Municode on the website. We don't really publish a book anymore. Listing out all the dates that we ever did revisions isn't very useful either. So

**CEDAR CITY  
ORDINANCE 0422-26-**

**AN ORDINANCE AMENDING CHAPTERS 23, 26, AND 32 REVISING  
REFERENCES TO STATE CODE**

**WHEREAS**, the Utah Legislature updates and modifies the Utah Code from time to time;

**WHEREAS**, City ordinance often references Utah Code sections; some of the City ordinance references now refer to repealed or renumbered code sections; and

**WHEREAS**, the City Council seeks to update City ordinance to remove the references to recently renumbered Utah Code sections.

**NOW THEREFORE**, be it ordained by the City Council of the Cedar City, in the State of Utah, as follows:

**SECTION 1:** **AMENDMENT** "Section 23-10 Rental Dwelling License" of the Cedar City Municipal Code is hereby *amended* as follows:

**AMENDMENT**

Section 23-10 Rental Dwelling License

A. Definitions: The following definitions are applicable to this Section:

1. **Internal Accessory Dwelling Unit:** as defined by the Utah Municipal Code ~~UCA §10-9a-511.5(1)(a)~~
2. **Primary Dwelling:** as defined by the Utah Municipal Code ~~UCA §10-9a-511.5(1)(b)~~
3. **Owner Occupied:**
  - a. A natural person who possesses fifty percent (50%) ownership or more in the dwelling and said dwelling is the primary residence of such person; or
  - b. A family trust created for the primary purpose of estate planning by one or more trustors who create the trust, place the dwelling in such trust, and whose primary residence is such dwelling.
4. **Property Owner:** An individual, corporation, partnership, association, joint stock company, business trust, or any unincorporated organization that is the owner of a rental dwelling or has a financial interest in the rental dwelling.
5. **Rental Dwelling:** A building or portion of a building that is:
  - a. used or designated for use as a residence by one or more persons; and
  - b. (1) available to be rented, loaned, leased, or hired out for a period of one month or longer; or

- (2) arranged, designed, or built to be rented, loaned or hired out for a period of one month or longer.

**B. License Required:**

1. It is unlawful for any person to keep, conduct, operate, or maintain a rental dwelling within the City without a Rental Dwelling Business License for such dwelling. A Rental Dwelling Business License is required when an internal accessory dwelling unit is being rented within a primary dwelling. A person who owns multiple rental dwellings is not required to obtain more than one business license for the operation and maintenance of those rental dwellings.
2. A Rental Dwelling Business License is not transferrable between persons or structures. Any person holding such license shall give written notice within thirty (30) days to the License Officer after having transferred or otherwise disposed of legal or equitable control of any rental dwelling licensed under this Section. Such notice of transferred interest shall be deemed a request to cancel an existing Rental Dwelling Business License for such rental dwelling(s) and shall include the name, address, and information regarding the person(s) succeeding to the ownership or control thereof. No refund or rebate shall be issued for any license cancelled under this provision, except where ownership is transferred for one of the reasons listed in Subsection 23-7(D)(2). The new owner shall obtain a Rental Dwelling Business License as required by this Section.
3. A Rental Dwelling Business License shall not be required for a dwelling unit that is ordinarily owner occupied but is temporarily rented because:
  - a. the owner is placed in a hospital, nursing home, assisted living facility, or other similar facility, or
  - b. the owner has a bona fide, temporary absence of three (3) years or less for activities such as temporary job assignments, sabbaticals, or voluntary service. Indefinite periods of absence from the dwelling shall not qualify for this exception.

**C. License Application:** An application for a Rental Dwelling Business License shall conform to all applicable requirements of Section 23-6 and shall include the following additional information:

1. the address of each building containing rental dwellings which are owned, operated, or maintained by the applicant;
2. total number of units;
3. the number of bedrooms in each unit;
4. the occupancy status of each rental dwelling unit at the time of application;
5. the number of parking spaces provided on the premises; as governed by Chapter 26 of the City's ordinances, a dwelling unit in the R-2-2 and R-3-M zones rented to more than 4 unrelated persons shall have 1.30 parking stalls for each bedroom; a dwelling unit in the SHD zone rented to more than 4 unrelated persons shall have 0.75 parking stalls for each bedroom (rental dwelling units may not have more than 4 unrelated persons in any other zone); one (1) additional off street parking space must be provided for an internal

- accessory dwelling unit; if a garage or carport is converted into an internal accessory dwelling unit, the owner must replace all lost parking spaces;
6. the number of current tenants with a vehicle;
  7. does the rental comply with the requirements of City ordinance 26-V-2;
  8. if the owner of the rental dwelling is not a Utah resident, the name, address, and both home and business telephone numbers of a legal representative and agent who resides in the State of Utah for service of process;
  9. the name, address, and both home and business telephone numbers of a local agent who:
    - a. resides not more than thirty (30) miles from the rental dwelling(s), and
    - b. is authorized to manage the rental dwelling(s);
  10. proof of liability insurance for the rental dwellings to be licensed; and
  11. the signature of the owner of the rental dwellings(s) certifying to the best of their knowledge and belief:
    - a. that the use and occupancy of the rental dwelling(s) conforms to applicable local, state, and federal laws,
    - b. that the use and occupancy of the rental dwelling shall contain no more than four (4) unrelated persons per unit, for an internal accessory dwelling unit only, the primary dwelling contains the owner of record and their family plus no more than four (4) unrelated persons in the internal accessory dwelling unit,
    - c. that per Cedar City Ordinance Chapter 26 Section V, the required parking spaces have been provided,
    - d. that the property owner will keep and maintain all fire lanes free from unlawful parking and obstructions, and
    - e. that the property owner will agree to comply with all applicable laws and ordinances,
    - f. that if a building conversion occurred that required a building permit, that the property owner had the conversion approved by the Cedar City Building Department; and
    - g. for internal accessory dwelling units only, that the rental is located within a primary dwelling.
- D. License Procedure: A Rental Dwelling Business License shall be issued pursuant to the requirements of Section 23-6, except as modified by this Section.
- E. License Term: All licenses issued hereunder shall expire on January 1st of each year unless sooner canceled and shall be issued for one year only.
- F. License Fee: The fee for a Rental Dwelling Business License shall be forty dollars (\$40) per license.
- G. Effect of License Issuance: The issuance of a Rental Dwelling License shall not have the effect of changing the legal status of a rental dwelling, including, but not limited to:
1. legalizing an illegally created dwelling unit, use, or other circumstances, or
  2. recognizing a nonconforming use, structure, or other nonconformity.
- H. License Denial, Suspension, or Revocation: The City may deny, suspend, or revoke a Rental Dwelling Business License for any of the following reasons:
1. The licensee does not meet the qualifications for a license as provided under

- this Chapter.
2. For nonpayment of all required fees for the Rental Dwelling Business License, including late fees and inspections, when applicable.
  3. The licensee gave false or incomplete information on the licensee's application.
  4. The licensee has allowed or intends to allow the licensed premises to be occupied or operated in a manner contrary to the conditions set forth in the license and this Chapter.
  5. The rental dwelling does not comply with applicable Health Department regulations governing the premises, or any City, State, or federal law.
- I. If the property owner fails to comply with all of the conditions set forth in the license and this Chapter, Cedar City shall impose the following administrative penalties:
1. Upon the first violation per the calendar year, the property owner shall receive a written warning concerning the violation;
  2. Upon the second violation per the calendar year, the property owner shall pay a civil fine of \$250;
  3. Upon the third or subsequent violation per the calendar year, the property owner shall pay a civil fine of \$500 for each violation, and a petition may be initiated to suspend or revoke their Rental Dwelling Business License.

AMENDED BY ORDINANCE NUMBER 0207-18 and 1113-19-6.

**SECTION 2:** AMENDMENT "Section 26-I-4 Definitions" of the Cedar City Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### Section 26-I-4 Definitions

- A. Purpose: For the purpose of this ordinance certain words and terms are defined as follows: Words used in the present tense include the future. Words in the singular number include the plural and the plural the singular. The word district is synonymous with the word zone. And the word Zoning Administrator synonymous with the word Building Inspector. Words not included herein, but defined in the Building Code shall be construed as defined therein.
- B. Definitions: The following definitions shall apply for this chapter.
1. **Accessory Dwelling Unit – Internal:** A unit as defined by the Utah Municipal Code UCA-10-9a-530(1)(a) as amended.
  2. **Accessory Dwelling Unit – External:** ~~A unit as defined by UCA-10-9a-530(1)(a) as amended which shall be detached from the primary structure.~~ An accessory dwelling unit that is not attached to or within a detached single-family dwelling but is located on the same lot or parcel as the detached single-

family dwelling.

3. **Accessory Use or Building:** A subordinate use or detached building clearly incidental to and located upon the same lot occupied by the main building; also a building clearly incidental to an agriculture or animal care land use located on a lot in an agriculture zone, which lot meets the minimum lot size and is not under one acre. An accessory building may be located on an adjacent vacant lot in a residential zone when the vacant lot is contiguous and owned by an adjacent property owner. Such uses shall only encompass structures that do not require a building permit and are used for incidental purposes related to the adjacent residential property. Setbacks in such cases shall be the same as a primary structure
4. **Adult Daycare Facility:** An adult daycare facility means any building or structure furnishing care, supervision, and guidance for three (3) or more adults unaccompanied by guardian for periods of less than twenty-four hours per day.
5. **Agriculture:** The tilling of soil, raising of crops, horticulture and gardening but not including the keeping or raising of domestic animals or fowl, and not including any agricultural industry or business such as fur farms, animal hospitals, farm equipment sales, or similar uses.
6. **Airport:** A landing area used regularly by aircraft for receiving or discharging passengers or cargo.
7. **Alley:** Any public place or thoroughfare which affords generally a secondary means of vehicular access to abutting lots and is not intended for general traffic circulation.
8. **Alley Line:** The boundary which separates the right-of-way of an alley from the abutting property.
9. **Alteration:** As applied to a building or structure, a change or rearrangement in the structural parts or in the existing facilities or an enlargement, whether by extending on a side or by increasing in height, or the moving from one location or position to another.
10. **Amusement Enterprise:** A business facility that is maintained or operated for the amusement, patronage, or recreation of the general public. The amusement activity may be either a principal or secondary business, and may be located either indoors or outdoors. Accessory uses may include the preparation and serving of food, and the sale of equipment related to the included uses.
11. **Amusement Enterprise, Indoor:** An amusement enterprise where the entire activity takes place within an enclosed building. Such activities include, but are not limited to amusement arcades, bowling, roller and ice skating, laser tag, miniature golf, paint ball, soccer, baseball, football, basketball, and similar activities.
12. **Amusement Enterprise, Outdoor:** An amusement enterprise where any portion of the activity takes place outside of a building. Such activities include, but are not limited to batting cages, miniature golf courses, golf driving ranges, and go-cart tracks. Activities not included are outdoor activities that can be classified as spectator sports.

13. **Animal Hospital:** An establishment for the medical treatment and care of animals, including household pets, livestock, and commercial poultry, and which may include temporary or overnight boarding of animals that are recuperating from treatment, all facilities to be within a completely enclosed building, except for exercising runs and parking of automobiles.
14. **Antenna Non-Commercial:**
  - a. A transmitting or receiving device designed to radiate or capture communication signals consisting of electromagnetic or microwave radiation, for private, noncommercial recreational use. "Non-commercial Antenna" includes, but is not limited to, radio and television antennas, satellite antennas, amateur radio antennas, and antennas used for individual delivery of low power radio communication service.
  - b. Antennas associated with commercial or manufacturing structures for the purpose of transmitting or receiving signals are Non-commercial Antennas, if the use of the antenna is incidental to the primary use of the structure. This includes, but is not limited to, antennas for individual delivery of low power radio communication service incidental to the primary use of the structure.
15. **Apartment House:** A building arranged, intended or designed to be occupied by more than four (4) families living independently of each other and having separate cooking facilities.
16. **Assisted Living Facility:** An assisted living facility is a residential facility, licensed by the State of Utah, with a home line setting that provides an array of coordinated support of personnel and health care services, available 24-hours per day, to residents who have been assessed under the Utah Department of Health or the Utah Department of Human Services Rules to need any of these services. Each resident shall have a service plan based on the assessment, which may include:
  - a. Specified services of intermediate nursing care;
  - b. Administration of medication, and;
  - c. Support services promoting residence independence and self-sufficiency. Such a facility does not include adult day care provided in conjunction with a residential facility for elderly persons or a residential facility for persons with a disability.
17. **Average Percent of Slope:** An expression of rise or fall in elevation along a line generally perpendicular to the contours of the land, connecting the highest point of land to the lowest point of land within a parcel or lot. A vertical rise of one hundred (100) feet between two points one hundred (100) feet apart, measured on a horizontal plane, is a 100 percent grade.
18. **Basement:** Any floor level below the first story in a building. To be considered a basement, the floor level shall be more than four feet below grade, for more than 50% of the total perimeter or is more than 8 feet below grade at any point.

19. **Bed and Breakfast Inns:** A building containing not more than one kitchen, where for compensation, breakfast and lodging are provided persons on a nightly basis, not to exceed one week, in contradiction to a hotel or café. Signs shall be limited to one non-flashing sign not larger in area than eighteen square feet. If lighted, the light shall be defused or shielded. Said signs shall be located at least two feet back from the property line.
20. **Boarder:** Boarder means a person living in a rented room in a boarding house. The boarding house operator or member of his or her immediate family who reside on the premises with the operator, shall not be considered to be a boarder.
21. **Boarding House:** A boarding house is a building or a portion thereof where, for compensation, rooms are rented with meals for not more than fifteen (15) boarders who generally do not directly utilize kitchen facilities. The operator of a boarding house must reside on the premises of the boarding house. The work shall include compensation in money, services, or other things of value. A boarding house does not include a residential facility for disabled persons or a residential facility for the elderly. A boarding house does not include a non-residential facility, such as a rehabilitation/treatment facility, where the primary purpose of the facility is to deliver rehabilitation, treatment, counseling, medical, protective or other similar services to the occupants.
22. **Building:** Any structure used or intended for supporting or sheltering any use or occupancy.
23. **Building, Public:** For purposes of this section only, a public building is a building owned and operated, or owned and intended to be operated by the City, a public agency of the United States of America, the State of Utah, or any of its political subdivisions. The use of a public building, with immunity, is non-transferrable and terminates if the structure is devoted to a use other than as a public building with immunity. A public building referred to as with immunity under the provisions of this title includes:
  - a. Properties owned by the State of Utah or the United States Government which are outside of the jurisdiction of the City zoning authority as provided under Title 9, Chapter 10, Section 105, Utah Code Annotated, 1953, as amended; and
  - b. The ownership or use of a building which is immune from the City zoning authority under the supremacy clause of the United States Constitution.
24. **Buildable Area:** The portion of a lot which is in the envelope formed by the required yards. (see "Yard, Required.")
25. **Building, Community:** A public building designed or used for community activities or for educational, recreational or public service.
26. **Building Height:** (See "Height, Building.")
27. **Building Line:** The boundary of the build-able area.
28. **Building Line, Setback:** (See "Setback Building Line.")
29. **Building, Principal:** The building in which is conducted the principal use of

the lot in which it is situated; in a residential zoning district, any dwelling is deemed to be the principal building on the lot on which it is situated.

30. **Caretaker Dwelling:** As long as not prohibited by the airport overlay zones, a caretaker dwelling may be allowed in the I&M-1 zone if it meets the following restrictions:
- a. the residential space may only be located on the second floor or back half of the main building,
  - b. the residential space cannot exceed the industrial space as measured insquare feet, and
  - c. the residential space may not be rented separately from the remainder of the building. If the building is rented, a rental dwelling license issued by the City is required.

As long as not prohibited by the airport overlay zones, a caretaker dwelling may be allowed in the I&M-2 zone if it is a dwelling unit occupied primarily by a person or persons employed to care for and maintain 24 hour oversight on the principal commercial, industrial, or institutional use of the site.

31. **Carport:** A private garage open and unobstructed on two sides and attached to a dwelling.
32. **Cellar:** (See "Basement")
33. **Clinic:** An outpatient medical or dental facility.
34. **Commission:** The City Planning Commission of Cedar City, Utah.
35. **Common Area:** Areas within a PUD that are held by all residents in common ownership through a homeowner's association and are available for use by all residents. There is no required amount of common area in a PUD.
36. **Communication Antenna:** Any transmitting and receiving device designed to radiate and capture communications signals. "Communication Antenna" does not include "noncommercial antennas"; includes roof mounted, wall mounted & whip antennas.
37. **Communication Facility:** Any communication antenna, communication tower, accessory building, or any other structure or equipment installed for the primary purpose of providing communication service.
38. **Communication Tower:** A tower that supports or contains communications antennas (transmitting or receiving) or related communications equipment. "Communication Tower" also includes equipment and facilities permanently associated with the tower, whether or not such equipment or facilities are used directly to provide communication service. Communication tower include guyed, lattice or mono pole towers.
39. **Community Correctional Facility:** Community correctional facility means a facility licensed or contracted by the State of Utah to provide temporary occupancy for previously incarcerated persons which assists such persons in making a transition from a correctional institution environment to independent living.
40. **Conditional Use:** A land use that, because of its unique characteristics of potential for impact on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible in some areas, or may be compatible only if

certain conditions are required that mitigate or eliminate the detrimental impacts.

41. **Condominium:** A unit within a building where the owner only owns the air space occupied by his/her unit. The portion of land upon which the building is situated, the surrounding grounds and services other than those within independent units, etc. become joint responsibilities of all the owners as tenants in common. Condominiums are a permitted use in planned unit developments.
42. **Contiguous:** Substantial touching (at least 55 feet) between two districts or areas of land which abut.
43. **Convenience store** means a store engaged in the retail sale of a limited range of household products including, but not limited to, food products, and other general merchandise. Convenience stores may also sell prepared food products.
44. **Correctional Institution:** A correctional institution means a prison, jail, juvenile detention facility, or juvenile secure facility.
45. **Dairy:** A commercial establishment for the manufacture or processing of dairy products.
46. **Disability/Disabled Person:** A disability means a physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such a problem or being regarded as having such an impairment. The following definitions are incorporated into the definition of disability, to wit:
  - a. Disability does not include current illegal use of, or addiction to, any federally controlled substance as defined in Section 102 of the Controlled Substances Act, 21 u.f.c. 802, or as defined under Title 58, Chapter 37, Utah Code Annotated, 1953 as amended:
  - b. A physical or mental impairment includes the following, to wit:
    - (1) Any psychological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular, reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or
    - (2) Any mental or physiological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities; or
    - (3) Such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, human immunodeficiency virus, (HIV), mental retardation, emotional illness, drug addition, (other than addiction caused by current, illegal use of controlled substances) and alcoholism.

47. **Domestic Staff:** Domestic staff means persons employed or residing on the premises of a dwelling or other residential facility to perform domestic services or to assist residents in performing major life activities.
48. **Drive-In - Fast Food:** A place of business where food and drink are sold primarily for consumption on the premises outside the structure.
49. **Drive Up Facility:** (Also known as "Drive-In" or "Drive-Through" Facilities) An establishment that by design, physical facilities, service, or packaging procedures encourages or permits customers to receive services, obtain goods, or be entertained while remaining in their motor vehicles.
50. **Duplex:** A building of single ownership which is designed for two separate dwelling units. There is one set of utility connections for the building. The dwellings may be separated vertically or horizontally.
51. **Dwelling:** A building or a portion thereof containing one or more dwelling units exclusively for residential occupancy, but not including hotels, tourist cabins or boarding houses.
52. **Dwelling, Single Unit:** A building arranged or designed to be occupied by one family, the structure having one dwelling unit.
53. **Dwelling, Two-Unit:** A building arranged or designed to be occupied by two families, the structure having two dwelling units.
54. **Dwelling, Multiple-Unit (3 or more):** A building arranged or designed to have three or more dwelling units.
55. **Dwelling Group:** A group of two or more dwellings, not more than two and one half (2 1/2) stories in height, located on a parcel of land in one ownership and having one yard or court in common. Dwelling groups are regulated as apartments regarding setbacks, parking, fencing, landscaping, etc.
56. **Dwelling Unit:** One or more rooms providing complete living facilities, including equipment for cooking or provisions for the same, and including room or rooms for living, sleeping and eating.
57. **Educational Institution:** Educational institution means any elementary or secondary school, seminary, parochial school or private educational institution having a curriculum similar to that ordinarily given in grades 1 thru 12 in public school systems. The term educational institution for the purpose of this title does not include post high school educational facilities or educational facilities which include residential facilities for its students.
58. **Educational Institution with Housing:** Educational institution with housing means a public or private educational institution with residential facilities or housing for its students and or staff.
59. **Elderly Person:** A person who is sixty (60) years old or older, who desires or needs to live with other elderly persons in a group setting, but who is capable of living independently.
60. **Family:** Family means one or more persons related by blood, marriage, adoption, or guardianship, or a group of not more than four (4) unrelated persons living together as a single nonprofit housekeeping unit, together with any incidental domestic staff who may or may not reside on the premises. "Family" does not exclude the care of foster children. A family may also be

defined in the R-2-2, R-3-M and SHD zones as not more than one (1) person per bedroom when the dwelling unit is being used as a long-term rental to unrelated individuals.

61. **Family Food Production:** The keeping of not more than two cows, twenty (20) rabbits, fifty (50) chickens, fifty (50) pheasants, ten (10) turkeys, ten (10) ducks, ten (10) geese, and twenty (20) pigeons.
62. **Fast Food Restaurant:** An eating/drinking establishment that may be either
  - a. a freestanding operation; or
  - b. a non-freestanding operation incorporated into a building within which one or more other compatible and complimentary uses exist, and whose principal business is the sale of pre-prepared or rapidly prepared food to the customer in a ready-to consume state for consumption either within the restaurant building or for carry-out with consumption off the premises, and whose design or principal method of operation includes two or more of the following characteristics:
    - (1) The elimination, in whole or in part, of table service, thus requiring customers to place orders at the counter where the orders are filled.
    - (2) The food is usually served in edible containers or in paper, plastic or other disposable containers.
    - (3) The facilities for on premises consumption of food are insufficient for the volume of food sold by the establishment.
    - (4) The restaurant provides a drive-up facility for placing and receiving food orders.
63. **Floor Area, Gross:** The gross floor area shall be the sum of the gross horizontal areas of the several floors of the building, excluding areas used for accessory garage purposes and such basement and cellar areas as are devoted exclusively to uses accessory to the operation of the building. All horizontal dimensions shall be taken from the exterior faces of walls, including walls or other enclosures of the enclosed porches.
64. **Fraternity or Sorority House:** A fraternity or sorority house means a building occupied by and maintained exclusively for students of a social organization affiliated with an academic or professional college or university or other recognizable institution of higher learning who are associated together in a social fraternity or sorority that is officially recognized by such institution and who receives lodging and/or meals on the premises for compensation.
65. **Garage, Private:** A building or part thereof accessory to a main building and providing for the storage of automobiles and in which no occupation or business for profit is carried on.
66. **Garage, Public or Storage:** A building or part thereof other than a private garage for the storage of motor vehicles and in which service station activities may be carried on.
67. **Garage, Party Wall:** An accessory building designed for the temporary storage of automobiles, and which has a common wall on the property line

between two properties.

68. **General Plan:** A document adopted by the City which sets forth general guidelines.
69. **Grade:**
  - a. For building adjoining one street only, the elevation of the sidewalk at the center of that wall facing the street.
  - b. For buildings adjoining more than one street, the average level of elevations of the sidewalk at the centers of all walls adjoining streets.
  - c. For buildings having no wall adjoining the street, the average level of the ground (finished surface) adjacent to the exterior walls of the building. All walls approximately parallel to and not more than twenty-five (25) feet from a street line are to be considered as adjoining a street.
70. **Guest:** Any transient person who rents or occupies a room for sleeping purposes.
71. **Guest House:** An attached or detached dwelling structure with a total of one (1) bedroom located on a lot with one or more main dwelling structures and used for housing of guests or servants, and not rented, leased or sold separate from the rental or sale of the main dwelling. Guest houses are subject to the setback requirements of a one-family dwelling unit (not an accessory building).
72. **Guest Room:** A room which is designed for occupancy by one or more guests for sleeping purposes, but having no cooking facilities and not including dormitories.
73. **Hard Surfaced:** Asphalt, concrete or brick pavers.
74. **Height, Building:** A vertical dimension measured from the highest elevation in the front of the structure to the top of the plate line.
75. **Heliport:** A landing area solely for the landing of helicopters. A heliport may include more than one helipad.
76. **Home Occupation:** An occupation carried on entirely within a dwelling by a person residing within the dwelling, and where there is no visual indication from outside the building that the occupation is being carried on therein.
77. **Hometel:** A building or buildings containing one-bedroom dwelling units which are primarily used for apartment style living, being rented on a monthly basis. However, the dwelling units may also be used as a motel being rented on a daily basis. For parking requirements see Section 26-39. Water and sewer connections are the same as apartments. Setback requirements are the same as motels in CC and GC zones. A Hometel is not permitted in residential zones.
78. **Hospital:** Hospital means an institution licensed by the State of Utah which provides diagnostic, therapeutic, and rehabilitative services to individuals on both an inpatient and outpatient basis by or under the supervision of one or more physicians. A medical clinic or professional office which offers any inpatient or overnight care, or operates on a 24-hour basis shall be considered to be a hospital. A hospital may include necessary support service facilities such as laboratories, out-patient units and training and central services, together

with staff offices necessary to operate the hospital.

79. **Hotel:** A hotel is a building designed for or occupied as the more or less temporary abiding place of individuals who are, for compensation lodged with or without meals.
80. **Household Pets:** Animals or fowls ordinarily permitted in the house and kept for company or pleasure.
81. **Intensity:** The concentration of activities such as a combination of a number of people, cars, visitors, customers, hours of operation, outdoor advertising, etc. Also, the size of buildings or structures, the most intense being higher, longer and/or wider.
82. **Jail:** Jail means a place of incarceration owned and operated by the County.
83. **Junk:** Any worn out, cast off, or discarded article or item not functioning for its intended use, material, vehicle or equipment which is ready for destruction or has been collected or stored for salvage or conversion to some use. Any article or material which unaltered or unchanged and without further conditioning can be used for its original purpose as readily as when new shall not be considered junk.
84. **Junk Yard:** The use of any lot, portion of a lot, or tract of land for the storage, keeping or abandonment of junk, including scrap metal or other scrap material, or for the dismantling, demolition or abandonment of automobiles or other vehicles, or machinery or parts thereof, provided that this definition shall be deemed not to include such uses which are clearly accessory and incidental to any agricultural use permitted in the zone.
85. **Juvenile Detention Facility:** Juvenile detention facility means a place of temporary detention for delinquent juveniles, which either is owned or operated by the State of Utah or is under contract with the State of Utah.
86. **Juvenile Secure Facility:** Juvenile secure facility means a place of incarceration for delinquent juveniles which is either owned or operated by the State of Utah or is under contract with the State of Utah.
87. **Kitchen:** Any room used for or intended to be used for cooking and preparing food.
88. **Landfill:** A land disposal site where solid waste is disposed of using sanitary land filling techniques in accordance with law.
89. **Landscaping (Permanent):** Some combination of planted trees, shrubs, vines, groundcover, flowers, lawns, or xeriscape. In addition, the combination or design may include rock and such structural features as fountains, pools, art works, screens, walls, fences, or benches. Such objects alone shall not meet the requirements of the ordinance and must be less than 30 percent of total required landscaping. The selected combination of objects for landscaping purposes shall be arranged in a harmonious manner to encourage pleasant and attractive surroundings.
90. **Legislative Body:** The Mayor and the Cedar City Council.
91. **Loading Space:** Off-street space or berth on the same lot with a building, or contiguous to a group of buildings, for the temporary parking of a commercial

vehicle while loading or unloading merchandise or materials, and which abuts upon streets, alley or other appropriate means of access.

92. **Lot:** A parcel of land occupied or to be occupied by a building or buildings, together with such yards, open spaces, lot width, and lot area as required by this ordinance, having a frontage on a street.
93. **Lot Area:** The lot area of a horizontal plane within the lot line of a lot.
94. **Lot, Corner:** A lot abutting on two intersecting or intercepting streets where the interior angle of the intersection or interception does not exceed 135 degrees.
95. **Lot Coverage:** The percentage of the area of a lot which is occupied by all buildings or other covered structures.
96. **Lot Depth:** For lots having front and rear lot lines which parallel, the shortest horizontal distance between such lines; for lots having front and rear lot lines which are not parallel, the shortest horizontal distance between the midpoint of a front line and the midpoint of the rear lot line; for triangular shaped lots, the shortest horizontal distance between the front lot lines and a line within the lot, parallel with and at a maximum distance from the front lot line, having a length of not less than ten feet.
97. **Lot, Interior:** A lot other than a corner lot.
98. **Lot, Key:** A lot adjacent to a corner lot having its side lot line in common with the rear lot line of the corner lot and fronting on the street which forms the side entry of the corner lot.
99. **Lot Line:** Any line bounding a lot.
100. **Lot Line, Front:** The front boundary line of a lot bordering on the street. In the case of a corner lot, the side bordering on the street which has the smaller dimension shall be the front lot line.
101. **Lot Line, Rear:** A lot line which is opposite and is most distant from the front lot line. In the case of an irregular, triangular, or gore-shaped lot, the rear line shall be a line within the lot, parallel to and with a maximum distance from the front lot line, having a length of at least ten feet.
102. **Lot Line, Side:** Any lot boundary line not a front lot line or a rear lot line.
103. **Lot of Record:** A lot which is part of a subdivision, the plat of which has been recorded in the office of the County Recorder of Iron County; or a lot, parcel or tract of land, the deed of which has been recorded in the office of the County Recorder of Iron County.
104. **Lot, Through:** A lot having a pair of opposite lot lines abutting two streets, and which is not a corner lot. On such lot, both lot lines are front lot lines.
105. **Lot Width:** The distance between side lot lines measured at required minimum front yard setback line on a line parallel with the city street.
106. **Major Life Activities:** Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
107. **Mobile/Manufactured Home:** The term "mobile home" or "manufactured home" shall mean a dwelling designed and manufactured after June 14, 1976, by a recognized fabricator of mobile homes to be transported after fabrication

- on its own wheels or on detachable wheels, and which is ready for occupancy, except for connection to utilities and/or location on a foundation.
108. **Mobile Home Park:** The term "mobile home park" shall mean any area or tract of land which is used to accommodate two or more mobile homes, generally for long periods of time.
  109. **Motel:** A building or group of buildings containing guest rooms or dwelling units, some or all of which have a separate entrance leading directly from the outside of the building with garage or parking space located on the lot, and designed, used, or intended, wholly or in majority part in any calendar year, for the accommodation of the traveling public. Motel includes motor courts, motor lodges and tourist courts, but not mobile home parks or RV parks.
  110. **Natural Water Ways:** Those areas varying in width along streams, creeks, gullies, springs, faults, or washes which are natural drainage channels as determined by the City Engineer, and in which areas no building shall be constructed.
  111. **Non-Conforming Building or Structure:** A building or structure or portion thereof, lawfully existing at the time this ordinance became effective, and which does not conform to all the height, area, and yard regulations herein prescribed for zoning in which it is located.
  112. **Nonconforming Use:** A use of land that: legally existed before its current zoning designation; has been maintained continuously since the time the zoning regulation governing the land changed; and because of subsequent zoning changes, does not conform with the zoning regulations that now govern the land.
  113. **Non-Residential Treatment Facility:** Non-residential Treatment Facility is a facility wherein no persons will be housed on an overnight basis, and provides services including rehabilitation, treatment, counseling, or assessment and evaluation services related to delinquent behavior, alcohol abuse, drug abuse, sexual offenders, sexual abuse, or mental health. Associated educational services may also be provided to juvenile occupants.
  114. **Nursery Schools, Kindergarten, Preschool, Day Care Centers:** Facilities specializing in the education and/or care of children prior to their entrance in the first grade, other than facilities owned and/or operated by the public school system.
  115. **Nursing/Rest Home:** Nursing home means an intermediate care/nursing facility or a skilled nursing facility licensed by the State of Utah, for the care of individuals who, due to illness, advanced age, disability, or impairment require assistance and/or supervision on a 24hour per day basis. Such a facility does not include an adult day care facility or adult day care provider in conjunction with residential facilities for elderly persons or a residential facility for persons with a disability.
  116. **Off-Street Parking:** An area adjoining a building or business providing for the parking of automobiles which does not include a public street, and has convenient access to it.

117. **Open-air Businesses:** Any business which sells, primarily at retail, certain goods, products or merchandise which are displayed or otherwise merchandised outside an enclosed building, including but not limited to fresh fruits, fresh vegetables, flowers, landscape nurseries, home garden supplies and equipment, auto sales, parking lot sales, camper sales, recreational vehicles, arts, crafts, and playground equipment.
118. **Open Space:** A planned open area suitable for relaxation, recreation or landscaping which is held in common, public, or private ownership that is unoccupied by buildings and hard surface, such as asphalt or cement, except that such open spaces may include walkways, patios, recreational activities, picnic pavilions, gazebos, and water features so long as such surfaces do not exceed 15 percent of the required open space.
119. **Parking Facilities:** An open area other than a street for the parking of automobiles including all parking spaces, aisles, and access driveways and is available for public or private use, whether free, for compensation or an accommodation for clients or customers.
120. **Parking Space:** A space within a building lot or parking lot for the parking or storage of one automobile having adequate provisions for ingress and egress from a street by a standard-sized automobile sized as provided by this ordinance.
121. **Permitted Use:** A use of land for which is allowed by this zoning ordinance but for which no conditional use permit is required.
122. **Planned Unit Development:** Complete development plan for an area pursuant to this Ordinance.
123. **Planning and Zoning Commission:** The Planning and Zoning Commission of Cedar City, Utah.
124. **Prison:** Prison means a place of incarceration owned or operated by the State of Utah.
125. **Private Jail:** Private jail means a place of incarceration established or operated under a contract with the County.
126. **Private Prison:** Private prison means a correctional facility established or operated under a contract with the State of Utah under the provisions of the Private Correctional Facilities Act, Chapter 13C, Title 64, Utah Code Annotated, 1953 as amended.
127. **Protective Housing Facility:** Protective housing facility means a facility either:
- a. operated, licensed, or contracted by a governmental entity, or
  - b. operated by a charitable, non-profit organization, where no compensation, temporary, protective housing is provided to:
    - (1) abused or neglected children waiting placement of foster care;
    - (2) pregnant or parenting teens;
    - (3) victims of sexual abuse; or
    - (4) victims of domestic abuse.
128. **Public Use:** A use operated by public body or quasi-public body, such use having the purpose of serving the public health, safety or general welfare, and

including uses such as public schools, parks, playgrounds and other recreational facilities administrative and service facilities, public utilities, and all other public uses recognized under the law.

129. **Reasonable Accommodation:** Reasonable accommodation means a change in any rule, policy, practice, or service necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling. The following words have the following definitions, to wit:
- a. **Reasonable:** Reasonable means a requested accommodation that will not undermine the legitimate purpose of existing zoning regulations notwithstanding the benefit that the accommodation will provide to a person with a disability.
  - b. **Necessary:** Necessary means the applicant must show that, but for the accommodation, one or more persons with a disability likely will be denied an equal opportunity to enjoy the housing of their choice.
  - c. **Equal Opportunity:** Equal opportunity means achieving equal results as between a person with a disability and a non-disabled person.
130. **Record of Impairment:** Having a record of impairment means having a history of, or having been miss-classified as having a mental or physical impairment that substantially limits one or more major life activities.
131. **Recreational Vehicle or Camper:** Any vehicle or camper which is used or maintained primarily as a temporary dwelling for travel, vacation, or recreational use.
132. **Recycling Center, Indoor:** A building in which recyclable material is collected, processed, and/or baled entirely within an enclosed building. Said facility may also be used to prepare and ship materials to others who will use those materials to manufacture new products. On site drop off containers shall be located a minimum of thirty (30) feet back from the right of way line, and shall be screened to mitigate blowing debris.
133. **Regarded as Having an Impairment:** A person is regarded as having an impairment when:
- a. the person has a physical or mental impairment that does not substantially limit one or more major life activity but is treated by another person as having such a limitation;
  - b. has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others towards such an impairment; or
  - c. has none of the impairments defined in this section but is treated by another person as having such an impairment.
134. **Rehabilitation/Treatment Facility:** Rehabilitation/treatment facility means a facility licensed or contracted by the State of Utah to provide temporary occupancy and supervision of individuals (adults and/or juveniles) in order to provide rehabilitation, treatment or counseling services. Without limitation, such services may include rehabilitation, treatment, counseling, or assessment and evaluation services related to delinquent behavior, alcohol abuse, drug

abuse, sexual offenders, sexual abuse, or mental health. Associated educational services may also be provided to juvenile occupants.

135. **Residential Facility for Elderly Persons:** Residential facility for elderly persons means a dwelling unit that is occupied on a 24-hour per day basis by 8 or fewer elderly persons in a family type arrangement. A residential facility for elderly persons shall not include any of the following, to wit:
- a. a facility which is operated as a business; provided that such facility may not be considered to be operated as a business solely because a fee is charged for food or for actual and necessary costs of preparation and maintenance of the facility;
  - b. a facility where persons being treated of alcoholism or drug abuse are placed; a facility where placement is not on a strictly voluntary basis or where placement is part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional institution; or a facility which is a health care facility as defined by Title 26, Section 21, Chapter 2, Utah Code Annotated, 1953 as amended; or a facility which is a residential facility for persons with a disability.
136. **Residential Facility for Persons with a Disability:** Residential facility for persons with a disability means any residence in which more than one person with a disability resides and which is:
- a. licensed or certified by the Department of Human Services under Title 62 A, Chapter 2, of the Utah Code, licenser for programs and facilities; or
  - b. licensed or certified by the Department of Human Health under Title 26, Chapter 21, Health Care Facilities Licensing and Inspection Act.
137. **Residents, Residential Facility:** A resident, residential facility means any building or portion thereof where an individual is actually living at a given point and time and intends to remain, and not a place of temporary sojourn or transient visit.
138. **Restaurant:** A place of business where food is prepared or cooked, and complete meals are served to the general public for consumption on the premises (primarily indoor dining accommodations).
139. **Restaurant, Drive-In or Drive-Through:** A building in which food is prepared and served for consumption on the premises, and which includes a facility which allows food to be ordered and taken from the premises for consumption elsewhere, without leaving a vehicle.
140. **Retirement Home:** Retirement home means a residential facility designated, occupied, and intended for residents fifty (50) years of age or older where common facilities for cooking and dining are available to all residents and independent facilities are provided for living sleeping and sanitation.
141. **Rooming House:** Any dwelling in which more than three persons, either individually or as families, are housed or lodged for compensation, with or without meals. A boarding house or furnished room house shall be deemed a "rooming house."
142. **RV Park:** Any area or tract of land used to accommodate two or more travel

- trailers or campers in which the occupants occupy the area or tract of land on a transient basis.
143. **School:** A public or private institution of learning such as elementary and secondary schools, colleges and universities, which offers instruction in several branches of learning and study, but not including dancing schools. On campus student housing is subject to the housing regulations of each zone.
  144. **Service Station:** A building or use devoted to the retail sale of fuels, lubricants, and other supplies for motor vehicles including repair activities which are subordinate to the sale of petroleum products.
  145. **Setback:** The shortest horizontal distance between the property line and the building or structure or part thereof on a lot.
  146. **Sewage Service:** Sewage service means a business that cleans, maintains and/or constructs individual or public sewer/wastewater disposal systems and as part of the business, parks or stores vehicles or vessels that contain or have contained human waste.
  147. **Setback, Building Line:** A line which defines the shortest distance between the property line and building or part thereof.
  148. **Sheltered Workshop:** Sheltered workshop means an onsite supervised educational or vocational training facility for persons with a disability and does not provide any residential facilities.
  149. **Shelter for the Homeless:** Shelter for the homeless means charitable lodging or sleeping rooms provided on a temporary basis (usually on a daily basis) to those members of society lacking other safe, sanitary or affordable shelter. A shelter for the homeless may also include kitchen and cafeteria facilities.
  150. **Shipping Container:** A reusable metal container originally designed for the transportation of freight including but not limited to CONEX boxes, PODS, and semi-trailers without wheels.
  151. **Sign:** Any device for visual communication including any structure or natural object or part thereof, that is used for the purpose of bringing the subject thereof to the attention of the public, but not including any flag, badge or insignia of any government or governmental agency, or of any civil, charitable, religious, patriotic, fraternal or similar organization.
  152. **Site (Sight) Obscuring Fence:** A fence or wall of not less than six feet in height nor more than eight feet in height. A site obscuring fence or wall shall be constructed to City standards and shall be constructed from materials and of workmanship to permit vision through not more than ten percent (10%) of each square foot more than eight inches above ground and eight inches from the top of the fence or wall (e.g., masonry, composite, chain link with factory-inserted slats, vinyl, wood slats, or other material manufactured and designed for fencing purposes)
    - a.
    - b.
    - c.
  153. **Story:** That portion of a building, other than a basement, included between the

surface of any floor and the surface of the floor above it, or, if there be no floor above it, the space between the surface of such floor and the ceiling or roof above it.

154. **Street:** A public right-of-way, including highways, avenues, boulevards, parkways, roads, lanes, alleys, viaducts, subways, tunnels, bridges, public easements, and other ways.
155. **Street Line:** The boundary which separates the right-of-way of a street from the abutting property.
156. **Structural Alteration:** Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any complete rebuilding of the roof or exterior walls.
157. **Structure:** Anything structured or erected which is either located on the ground or attached to something having a location on the ground, including signs and billboards, but not including fences or walls used as fences, tents, vehicles, or travel trailers.
158. **Subdivision:** The division of a tract or parcel of land, as shown on the records of the Recorder of Iron County, Utah, into two or more parts, including the original parcel or tract, for the purpose, whether immediate or future, of sale or for building development.
159. **Townhome:** A dwelling unit (regardless of the number of stories) within a building where the owner owns the land upon which his/her unit is located, and is completely independent except for the yard surrounding the building.
160. **Trade or Vocational Schools:** A post-high school educational or vocational training facility.
161. **Transitional Housing Facility:** Transitional housing facility means a facility owned, operated or contracted by a governmental entity or a charitable, not for profit organization, where, for no compensation, temporary housing (usually three to twenty- four months, but in no event less than thirty days) is provided to homeless persons, while they obtain work, job skills, or otherwise take steps to stabilize their circumstances. A transitional housing facility shall not include a shelter for the homeless, a dwelling unit provided to a family for the exclusive use as part of a transitional housing program, for more than thirty days, shall not be considered to be a transitional housing facility.
162. **Travel Center** means a place for the transient stopping, parking, and fueling of commercial trucks. Travel Centers may also include facilities for eating, sleeping and recreation of the truck drivers, convenience stores; and may also serve the general public and their vehicles.
163. **Twin Home:** Two family dwelling units of separate ownership having a zero lot line. Each unit is structurally independent with separate utility connections and a maintenance break. The twin homes will have zero setbacks on adjoining sides and may be offset but not separated from each other up to a distance of six (6) feet. All other setback requirements shall apply. Each side of the twin home shall be considered a single-family dwelling unit, however, one building permit and certificate of occupancy shall be issued for both units.
164. **Use, Principle:** The purpose for which land or a building is arranged,

designed or intended, or for which either land or a building is or may be occupied or maintained.

165. **Use, Accessory:** A use which is customarily incidental and subordinate to the principle use of a lot or a building, including bona fide servant or caretaker quarters, and located on the same lot.
166. **Veterinary Clinic/Hospital:** An establishment for the medical treatment and care of animals, including household pets, livestock, and commercial poultry, and which may include temporary or overnight boarding of animals that are recuperating from treatment, all facilities to be within a completely enclosed building, except for exercising runs and parking of automobiles.
167. **Width of Lot:** The distance between side lot lines measured at required minimum front yard setback line on a line parallel with the city street.
168. **Yard:** An open unobstructed space on a lot, unoccupied and unobstructed from the ground upward, except as otherwise permitted.
169. **Yard, Front:** A space on the same lot of a building between the front line of the building and the front lot line and extending across the full width of the lot. The depth of the front yard is a minimum distance between the front lot line and the front line of the building.
170. **Yard, Rear:** A space on the same lot with the building between the rear line of the building and the rear lot line and extending the full width of the lot. The depth of the rear yard is a minimum distance between the rear lot line and the rear line of the building.
171. **Yard, Required:** The minimum open space as required by the regulations of this ordinance for front, rear and side yards, as distinguished from any yard area in excess of the minimum required. (See "Buildable Area")
172. **Yard, Side:** A space on the same lot with the building between the side line of the building and the side lot line and extending from the front yard to the rear yard. The width of the side yard shall be a minimum distance between the side lot line and side line of the building.
173. **Zoning District:** Any portion of the incorporated area of Cedar City in which the zoning regulations apply.

**Amended by Cedar City Ordinance Number – 0708-09,0826-09, 0811-10, 0213-13, 1113-19-6, 1113-19-7, 0902-20, 0323-22 and 0525-22-1**

**SECTION 3:****AMENDMENT** "Section 32-1 Purpose Of Ordinance" of the Cedar City Municipal Code is hereby *amended* as follows:

**AMENDMENT**

Section 32-1 Purpose Of Ordinance

- A. The underlying purpose and intent of this Ordinance is to promote the health, safety,

convenience, and general welfare of the inhabitants of Cedar City, in the matter of subdivision of land and related matters affected by such subdivision. This Ordinance is enacted for the further purpose of facilitating the orderly growth and development of the City; lessening congestion in the streets; preventing the over-crowding of land; avoiding undue concentration of population; securing economy in municipal expenditures; facilitating adequate provisions for transportation, water, sewage, schools, parks, and other public requirements; and stabilizing the value of property; increasing the security of home life; and in furtherance of the Municipal Land Use, Development and Management Act ~~UCA §10-9a-101 et seq~~ of the Utah Municipal Code.

- B. Condominiums are required to comply herewith and the Condominium Ownership Act UCA § 57-8-1, et seq. In the event of a Planned Unit Development, compliance herewith is mandated.

## ENTIRE CHAPTER AMENDED BY CEDAR CITY ORDINANCE NO. 0211-15

**SECTION 4:** AMENDMENT "Section 32-2 Definitions" of the Cedar City Municipal Code is hereby *amended* as follows:

### AMENDMENT

#### Section 32-2 Definitions

- A. For the purpose of this Ordinance and any Resolution setting the requirements for a complete subdivision land use application, the following definitions shall apply:
1. **Arterial Street:** A street, existing or proposed, which serves or is intended to serve as an arterial traffic-way and is so designated on the Master Street Plan and further described in the Cedar City Engineering Standards.
  2. **Available Sewer:** An existing City sewer main into which sewage from a proposed subdivision can drain.
  3. **Boundary Adjustment:** An agreement between adjoining property owners to relocate a common boundary line that results in the conveyance of property between the adjoining lots, adjoining parcels, or adjoining lots and parcels. A Boundary adjustment does not mean a modification of a lot or parcel boundary that creates an additional lot or parcel or is made by the Utah Department of Transportation.
  4. **Boundary Establishment:** An agreement between adjoining property owners to clarify the location of an ambiguous, uncertain or disputed common boundary. A Boundary Establishment does not mean a modification that creates an additional lot or parcel or is made by the Utah Department of Transportation.
  5. **Collector Street:** A street, existing or proposed, of considerable continuity which serves or is intended to serve as the principle traffic-way between large

- and separated areas or districts and which is the main means of access to an arterial street system. As shown on Cedar City's Streets Master Plan and further described in the Cedar City Engineering Standards.
6. **Conveyance Document:** An instrument that meets the definition of a "document" in UCA Section 57-1-1 and meets the requirements of UCA Section 57-1-45.5.
  7. **Conveyance of Property:** The transfer of ownership of any real portion of real property from one person or entity to the other.
  8. **Document:** The same as the term is defined in UCA Section 57-1-1.
  9. **Easement:** A quantity of land set aside or over which a liberty, privilege or advantage in land without profit, existing distinct from the ownership of land, is granted to the public or some particular person or part of the public.
  10. **Establishment Document:** An instrument that meets the definition of "document" in UCA 57-1-1 and meets the requirements of Section 57-1-45 as amended.
  11. **Final Plat:** A recorded plat of the land division, which has been accurately surveyed and such survey marked on the ground so that streets, alleys, blocks, lots and other divisions thereof can be identified. The Final Plat shall contain all information required by State Law and City ordinance.
  12. **Full Boundary Line Adjustment/ Amended Plat:** A boundary adjustment that is not a simple boundary adjustment.
  13. **Functional Classification of Streets:** Classification of existing or proposed streets based on the functional use they serve or are intended to serve, including local, collector, and arterial streets. Classifications may be further subdivided as major (principal) and minor and/or be subdivided based on land use context (e.g., industrial). Functionally-classified streets include both existing and future facilities. Functional classification is set forth in the latest City transportation master plan study document as updated through transportation master plan amendments.
  14. **Intervening Property:** Property located between the existing City utilities and public service facilities, and the property under development.
  15. **Land Use Authority:** The City Engineer and any designee(s) of the City Engineer.
  16. **Local Street:** A street as defined by the Cedar City Engineering Standards, existing or proposed which is supplementary to a collector street and of limited continuity which serves or is intended to serve needs of a neighborhood.
  17. **Lot:** means a tract of land, regardless of any label, that is created by and shown on a subdivision plat that has been recorded in the office of the county recorder.
  18. **Meets & Bounds:** The description of a lot or parcel of land by courses and distances.
  19. **On-Site Facilities:** Facilities installed in, under, or upon the public streets, or rights-of-way within or on the perimeter of the subdivision or development site.
  20. **Off-Site Facilities:** Facilities designed or located so as to serve other property

outside the boundaries of the subdivision.

21. **Oversize Facility:** Facilities with added capacity designed to serve other property outside the boundaries of the subdivision or development site.
22. **Parcel:** means any real property that is not a lot.
23. **Preliminary Plat:** A map of a proposed land division which has been prepared in accordance with regulations herein prescribed.
24. **Record of Survey Map:** A map of a survey of land in accordance with UCA Section 17-23-17 as amended.
25. **Review cycle:** the occurrence of:
  - a. the applicant's submittal of a complete subdivision land use application;
  - b. the City's review of that subdivision land use application;
  - c. the City's response to that subdivision land use application, in accordance with this section; and
  - d. the applicant's reply to the City's response that addresses each of the City's required modifications or requests for additional information.
26. **Simple Boundary Adjustment:** A boundary adjustment that does not affect a public right-of-way, municipal utility easement or other public property; affect an existing easement, onsite water system, or an internal lot restriction; or result in a lot or parcel out of conformity with land use regulations.
27. **Subdivision Exemption:**
  - a. A division of parcels where one of the following criteria is met:
    - (1) The division is in a residential zone, and all lots front a dedicated public street that is completely improved with curb, gutter, sidewalk, asphalt, water mains, sewer mains, and storm drains, but may not have sewer and water service laterals, and there are less than ten (10) parcels including the remainder parcel;
    - (2) The division is in an industrial or commercial zone and all parcels that front a dedicated public street, the street is completely improved with required curb, gutter, sidewalk, asphalt, water mains, sewer mains, and storm drains, but may not have sewer and water service laterals, and there are less than (10) parcels including the remainder parcel; or
    - (3) The division is in an industrial zone, commercial zone, or residential zone and meets the following criteria:
      - (A) The division consists of less than ten (10) parcels including the remainder parcel and the primary lot frontage along unimproved dedicated public streets are more than 200 feet; or
      - (B) The division consists of less than three (3) parcels including the remainder parcel, the primary lot frontage along unimproved dedicated public streets meets the minimum width of the underlying zone, and all lots including the remainder parcel are a

minimum of one (1) acre in size or larger.

- b. For all subdivision exemptions, no parcel including the remainder parcel, shall have a depth of less than 200 feet. For any lot including the remainder parcel that abuts a Master Planned road or dedicated street, lot depth shall be measured from the nearest side of expected or current right-of-way, whichever is wider.
- c. The division shall be graphically illustrated on a record of survey map that includes a legal description of the parcel to be divided; a legal description of each parcel created by the division and a citation to the specific provision of ~~UCA Section 10-9a-605~~ the Utah Municipal Code which authorizes an exemption to platting requirements.
- d. The City shall issue a certificate of approval, and the record of survey map shall be filed with the county surveyor in accordance with UCA Section 17-23-17.

28. **Subdivider/Developer:** A "Subdivider or Developer" is any person laying out or making a subdivision or Planned Unit Development (PUD) respectively as set forth above.

29. **Subdivision:** Any land that is divided, resubdivided, or proposed to be divided into two or more lots or other division of land for the purposes, whether immediate or future, for offer, sale, lease or development either on installment plan or upon any and all other plans, terms, and conditions.

a. A subdivision includes:

- (1) The division or development of land, whether by deed, metes and bounds description, devise and testacy map, plat, or other recorded instrument, regardless of whether the division includes all or a portion of a parcel or lot.
- (2) Divisions of land for residential and nonresidential uses including land used or to be used for commercial, agricultural, and industrial purposes.

b. A subdivision does not include the following:

- (1) A bona fide division or partition of land used for agricultural purposes as provided in ~~UCA Subsection 10-9a-605(2)~~ the Utah Municipal Code.
- (2) A recorded conveyance document consolidating multiple lots or parcels into one legal description encompassing all lots by reference to a recorded plat and all parcels by metes and bounds description; or the joining of a lot to a parcel.
- (3) A bona fide division of land by deed or other instrument if the deed or other instrument states in writing that the division is in anticipation of future land use approvals on the parcel or parcels; does not confer any land use approvals; and has not been approved by the land use authority.
- (4) A boundary adjustment.
- (5) A Boundary Establishment.

- (6) A road, street, or highway dedication plat.
  - (7) A deed or easement for a road, street or high way purpose.
  - (8) Any other division of land authorized by law.
30. Subdivision Amendment: An amendment to a recorded subdivision in accordance with ~~UCA Section 10-9a-608~~ the Utah Municipal Code that vacates all or a portion of a subdivision; increases the number of lots within the subdivision; alters the public right-of-way, a public easement, or public infrastructure within the subdivision; or alters a common area or other common amenity within the subdivision.
- a. A subdivision amendment does not include a simple boundary adjustment.
31. **Subdivision improvement plans:** the civil engineering plans associated with required infrastructure and City controlled utilities required for a subdivision.
32. **Subdivision ordinance review:** review by City staff to verify that a subdivision land use application meets the criteria of the City's subdivision ordinances.
33. **Subdivision plan review:** a review of the applicant's subdivision improvement plans and other aspects of the subdivision land use application to verify that the application complies with the City's ordinances and applicable standards and specifications.

**ENTIRE CHAPTER AMENDED BY CEDAR CITY ORDINANCE NO. 0211-15**

**SECTION 5:** AMENDMENT "Section 32-5 Boundary Adjustment And Subdivision Amendment Procedure" of the Cedar City Municipal Code is hereby *amended* as follows:

**AMENDMENT**

**Section 32-5 Boundary Adjustment And Subdivision Amendment Procedure**

- A. Simple Boundary Adjustment:
  - 1. An application for a Simple Boundary Adjustment shall be submitted with the following information:
    - a. A conveyance document that complies with UCA Section 57-1-45.5 as amended.
    - b. A description of all lots or parcels affected by the proposed simple boundary adjustment.
  - 2. The City Land Use Authority shall consent to a proposed Simple Boundary Adjustment if the land use authority verifies the following:
    - a. The conveyance document complies with UCA Section 57-7-45.5.
    - b. The simple boundary adjustment does not affect a public right-of-way,

- c. The simple boundary adjustment does not affect an existing easement, onsite wastewater system, or an internal lot restriction.
- d. The simple boundary adjustment does not result in a lot or parcel being out of conformity with land use regulations.
- 3. If the land use authority determines that the simple boundary adjustment meets the requirements of Section A(2) above, the land use authority will issue a Notice of Consent which stipulates that the land use authority is not responsible for any error related to the boundary adjustment and that the county recorder may record the simple boundary adjustment.
- 4. If the land use authority determines that a proposed simple boundary adjustment does not meet the requirements of Section A(2) above, then a full boundary adjustment will be required.

**B. Full Boundary Adjustment:**

- 1. An application for a Full Boundary Adjustment shall be submitted with the following information as follows:
  - a. A conveyance document that complies with UCA Section 57-1-45.5 as amended.
  - b. A survey that complies with UCA Subsection 57-1-45.(3)(b).
  - c. A plat amendment.
- 2. The City Land use Authority shall consent to a proposed full boundary adjustment if the land use authority verifies the following:
  - a. The conveyance document complies with UCA Section 57-7-45.5.
  - b. The required survey shows no evidence of a violation of a land use regulation.
  - c. A plat amendment corresponding with the proposed full boundary adjustment has been approved in accordance with ~~UCA Section 10-9a-608 as amended~~ the Utah Municipal Code.
- 3. If the land use authority determines that the full boundary adjustment meets the requirements of Section B(2) above, the land use authority will issue a Notice of Consent which stipulates that the land use authority is not responsible for any error related to the boundary adjustment and that the county recorder may record the full boundary adjustment.
- 4.

**C. Subdivision Amendment:**

- 1. An application for a Subdivision Amendment shall be submitted with the following information as follows:
  - a. A plat depicting only the portion of a subdivision that is proposed to be amended;
  - b. The plat name distinguishing the amended plat and the original plat;
  - c. A description between the amended plat and the original plat; and
  - d. References to the original plat.
- 2. The City Land Use Authority shall prepare a notice of a petition for a plat amendment by mail or email for the following:
  - a. Each affected entity that provides a service to a property owner of

record of the portion of the plat that is being vacated or amended; and  
b. Each property owner of record within the portion of the subdivision that is proposed to be amended.

(1) The notice shall be sent to each property owner of record and shall include a deadline by which written objections to the petition are due to the land use authority, but no earlier than ten (10) calendar days after the day which the notice is sent.

### 3. Public Hearing Requirements:

a. The Land Use Authority shall hold a public hearing within 45 days after the day on which a petition is filed if any property owner within the subdivision that is proposed to be amended notifies the city of an objection in writing before the notification deadline.

b. A public hearing is not required, and the land use authority may consider at a public meeting an owner's petition for the following:

(1) Join two or more of the petitioner fee owner's contiguous lots;

(2) Subdivide one or more of the petitioning fee owners lots, if the subdivision will not result in a violation of a land use ordinance or a development condition;

(3) Adjust an internal lot restriction imposed by the local political subdivision; or

(4) Alter the plat in a manner that does not change existing boundaries or other attributes of lots within the subdivision that are not owned by the petitioner or designated as common area.

### 4. Approval

a. The Land Use Authority may approve a petition for a subdivision amendment no earlier than the day after the day on which written objections were due to the land use authority; or if a public hearing is required, the day after the public hearing takes place.

b. The Land Use Authority may not approve a petition for a subdivision amendment under this section unless the amendment identifies and preserves any easements owned by a culinary water authority and sanitary sewer authority for existing facilities located within the subdivision.

### 5. Survey Requirements

a. A surveyor preparing an amended plat shall certify that the surveyor:

(1) Holds a license in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act;

(2) Has completed a survey of the property described on the plat in accordance with Section 17-23-17 and has verified all measurements;

(3) Has referenced a record of survey map of the existing property boundaries shown on the plat and verified the

- locations of the boundaries or has referenced the original plat that created the lot boundaries being amended; and  
(4) Has placed monuments as represented on the plat.

6.

## **ENTIRE CHAPTER AMENDED BY CEDAR CITY ORDINANCE NO. 0211-15**

**SECTION 6:**        **AMENDMENT** “Section 32-7 Subdivision And Planned Unit Development (PUD) Approval Procedure” of the Cedar City Municipal Code is hereby *amended* as follows:

### **AMENDMENT**

#### **Section 32-7 Subdivision And Planned Unit Development (PUD) Approval Procedure**

- A. Any owner or agent of the owner of any land seeking to subdivide said land must complete the preliminary subdivision land use application process and the final subdivision land use application process.
- B. Failure to submit a complete subdivision land use application shall result in a rejection of the application.
- C. All applications must comply with the requirements of this Chapter and all other applicable City ordinances, State and federal laws, and all applicable standards and specifications.
- D. Pre-application meeting.
  - 1. If an applicant requests a pre-application meeting, City staff shall, within 15 business days after the request, schedule the meeting to review the concept plan and give initial feedback.
  - 2. The applicant's request must include all items required by ordinance and resolution.
  - 3. At the pre-application meeting, the City staff shall provide or have available on the City's website the following:
    - a. copies of applicable land use regulations;
    - b. a complete list of standards required for the project;
    - c. preliminary and final application checklists; and
    - d. feedback on the concept plan.
- E. Preliminary subdivision land use application (Preliminary Plat)
  - 1. A complete preliminary plat application must:
    - a. Include all fees, items, documents, and information included in the Complete Preliminary Land Use Application List passed by resolution of the City Council and shall comply with all relevant City ordinances, State statutes, adopted codes, and Engineering Standards; separate lists may be approved and used for different categories of subdivisions, including, if deemed necessary, for regular subdivisions,

Planned Unit Developments, and subdivision exemptions.

- b. Be submitted to the City Engineer or the City Engineer's designee through the electronic submittal system designated by the City Engineer. Applications submitted outside of the designated electronic system shall be rejected unless no electronic system has been designated.
2. Said electronic submittal system shall require the submission of the required items, documentation, or information and payment of all required fees as set by schedule before allowing the applicant to proceed forward with the application. If the electronic submittal system allows the submittal of an incomplete application, whether by system error or by any action to defeat the system, including, but not limited to submitting a document purporting to be something other than what it is, the application shall be deemed incomplete and shall be rejected by staff.
3. Upon receiving a completed application, City Staff shall complete the review of the application pursuant to ~~Utah Code Section 10-9a-604.2~~ [the Utah Municipal Code](#) and this Chapter.
4. The review cycle restrictions and requirements of this Chapter do not apply to the review of subdivision applications affecting property within identified geological hazard areas if the Land Use Authority determines the geological hazard area will require more time.
5. No later than 15 business days after the day on which an applicant submits a complete preliminary subdivision land use application for a subdivision or Planned Unit Development, the Land Use Authority shall complete the initial review of the application, including subdivision improvement plans.
6. In reviewing a subdivision land use application, the Land Use Authority may require:
  - a. additional information relating to an applicant's plans to ensure compliance with City ordinances and approved standards and specifications for construction of public improvements; and
  - b. modifications to plans that do not meet current ordinances, applicable standards or specifications, or do not contain complete information.
7. The Land Use Authority's request for additional information or modifications to plans under the above subsection shall be specific and include citations to ordinances, standards, or specifications that require the modifications to plans, and shall be logged in an index of requested modifications or additions and shared with the developer.
8. In each cycle and subject to Subsection (3), a change or correction not addressed or referenced in the Land Use Authority's plan review is waived and may not be addressed for the first time in a later cycle, except:
  - a. For a modification or correction necessary to protect public health and safety or to enforce state or federal law may not be waived; or
  - b. When the change or correction is necessitated by the applicant's adjustment to a plan set or an update to a phasing plan that adjusts the infrastructure needed for the specific development.

9. Upon completion of the 15-day review period in each cycle, the applicant shall submit, through the same electronic system, the applicant's reply to the Land Use Authority's response that addresses each of the Land Use Authority's required modifications or requests for additional information. The reply must contain
  - a. All additional items, documents, data, and information and all amended documents, information, and plat necessary to adequately correct the errors, mistakes, and omissions addressed by the Land Use Authority in that cycle; and
  - b. A written explanation in response to the Land Use Authority's review comments, identifying and explaining the applicant's revisions and reasons for declining to make revisions, if any. The applicant's written explanation shall be comprehensive and specific, including citations to applicable standards and ordinances for the design and an index of requested revisions or additions for each required correction.
10. If an applicant fails to address a review comment in the response, the review cycle is not complete and the subsequent review cycle may not begin until all comments are addressed.
11. No later than 15 business days after the day on which an applicant submits a complete reply to the Land Use Authority's response, the Land Use Authority shall complete that cycle's review of the updated application, including subdivision improvement plans, except,
  - a. If an applicant does not submit a revised plan within 20 business days after the Land Use Authority requires a modification or correction, the Land Use Authority shall have an additional 20 business days to respond to the plans.
12. The Land Use Authority may not require more than four review cycles. After the four review cycles, if the Land Use Authority determines that the land use application does not meet current ordinances, state and federal law, applicable standards, or specifications or does not contain all required information, then the land use application shall be denied.
13. If an applicant makes a material change to a plan set, the Land Use Authority has the discretion to restart the review process at the first review of the final application, but only with respect to the portion of the plan set that the material change substantively effects.
14. After the applicant has responded to the final review cycle, and the applicant has complied with each modification requested in the Land Use Authority's previous review cycle, the Land Use Authority may not require additional revisions if the applicant has not materially changed the plan, other than changes that were in response to requested modifications or corrections.
15. If the Land Use Authority's review shows the preliminary subdivision land use application meets all requirements of City ordinance, the General Plan, State and Federal law, and any applicable Residential Development Overlay (RDO), development agreement, or other standards or that any parts of the application failing to meet the applicable laws and standards have been

waived pursuant to this section or granted an exception, deferral, or variance by the appropriate City body, the City shall approve the preliminary subdivision land use application and inform the applicant that the final subdivision land use application can be submitted.

16. If, on the fourth or final review, the Land Use Authority fails to respond within 20 business days, the City shall, upon request of the property owner, and within 10 business days after the day on which the request is received:
  - a. For a dispute arising from the subdivision improvement plans, assemble an appeal panel in accordance with ~~Subsection 10-9a-508(5) (d) of the Utah Code, as amended;~~ the Utah Municipal Code to review and approve or deny the final revised set of plans;
  - b. For a dispute arising from the subdivision ordinance review, advise the applicant, in writing, of the deficiency in the application and of the right to appeal the determination to the City Manager; or
  - c. Approve the preliminary subdivision land use application.
17. If, on the fourth or final review, the Land Use Authority rejects or denies the application, the City shall, upon request of the property owner, and within 10 business days after the day on which the request is received, advise the applicant, in writing, of the deficiency in the application and of the right to appeal the determination to the City Manager.

F. Final subdivision land use application.

1. Failure to submit a final subdivision land use application within two (2) years of the date of the approval of the preliminary subdivision land use application shall terminate all proceedings and render the approval of the preliminary land use application null and void.
2. An application for final subdivision land use must be submitted to the City Engineer or the City Engineer's designee through the electronic submittal system designated by the City Engineer. Applications submitted outside of the designated electronic system shall be rejected unless no electronic system has been designated.
3. Said electronic submittal system shall require the submission of the required items, documentation, or information before allowing the applicant to proceed forward with the application. If the electronic submittal system allows the submittal of an incomplete application, whether by system error or by any action to defeat the system, including, but not limited to submitting a document purporting to be something other than what it is, the application shall be deemed incomplete and shall be rejected by staff.
4. If an applicant makes a material change between the preliminary subdivision land use application and the final subdivision land use application, the Land Use Authority has the discretion to restart the preliminary subdivision land use review process at the first review of the final application, but only with respect to the portion of the plan set that the material change substantively effects.
5. Engineer's Approval: The City Surveyor and Engineer shall check the final plat copies for accuracy and completeness, and shall determine the amount of bond or other performance guarantee, which shall be based upon the estimate

of the cost of supplying and installing the required improvements as provided by the subdivider's Engineer. The City Engineer shall calculate the City fees to be paid, and the required amount of water that needs to be conveyed to the City necessary to comply with the City's Water Acquisition Ordinance prior to final plat approval. The corrected Final Plat shall then be a plotted inked original on 24" X 36" mylar signed and stamped by the Surveyor and signed and notarized by the owners, and signed by all utilities and then given to the City Engineer for his/her approval and signature.

6. No later than 20 business days after the day on which an applicant submits a final subdivision land use application, the Land Use Authority shall complete a review of the applicant's final subdivision land use application for a subdivision or PUD, by either
  - a. Approving the Final Land Use Application, obtaining all necessary signatures by City staff and elected officials, and, once all required documents have been submitted to the City Attorney, approving the final plat; or
  - b. Denying the Final Land Use Application by written response to the applicant, stating specifically how the application fails to meet City ordinance, State or Federal Law, or applicable standards and including citations to the violated ordinances, standards, or specifications. The City shall, upon request of the property owner, and within 10 business days after the day on which the request is received, advise the applicant, in writing, of the deficiency in the application and of the right to appeal the determination to the City Manager.
7. If a Final Land Use Application is denied, no later than 20 business days after the date on which the denial is issued, the applicant may submit a corrected final subdivision land use application and corrected final plat addressing the issues upon which the application was denied. No later than 20 business days after the day on which an applicant submits a corrected final subdivision land use application and corrected final plat, the Land Use Authority shall complete a review of the applicant's corrected final subdivision land use application for a subdivision or PUD, by either
  - a. Approving the Final Land Use Application, obtaining all necessary signatures by City staff and elected officials, and, once all required documents have been submitted to the City Attorney, approving the final plat; or
  - b. Denying the corrected Final Land Use Application by written response to the applicant, stating specifically how the application fails to meet City ordinance, State or Federal Law, or applicable standards and including citations to the violated ordinances, standards, or specifications. The City shall, upon request of the property owner, and within 10 business days after the day on which the request is received, advise the applicant, in writing, of the deficiency in the application and of the right to appeal the determination to the City Manager.
8. Performance Bond, Fees, Title Report, Bond Agreement, Reimbursement

Agreement, CC&R's, Water Conveyance, and Other Matters: Upon the City Attorney receiving the Final Plat and other information from the Land Use Authority, the applicant shall provide the following to the City Attorney for review and approval prior to the plat being sent for recording:

- a. Performance bonding as described in Section 32-9(J) guaranteeing the required improvements will be installed and paid for without cost to the City;
- b. A title report. The title report is to be reviewed before the Mayor and City Attorney sign the final plat to verify ownership, taxes, including green belt roll back taxes, and special improvement district assessments are current, and to examine the liens that are on the property. All ownership in the title report must match the ownership on the plat. All taxes, including green belt roll back taxes, and special improvement assessments must be current. If the final plat is not recorded within sixty (60) days of final approval, a new title report will be required prior to the plat being sent for recording;
- c. Proof of payment of all fees owed to the City pursuant to the City's adopted fee schedule. The fees shall include but not be limited to plat and plan checking fees, pre-plat approval construction fees, utility line reimbursement fees, lift station up-grade fees, recording fees, inspection fees, and water assessment fees;
- d. If requested by the subdivider, an off-site utility extension reimbursement agreement shall be prepared by the City Attorney and signed by the subdivider;
- e. Documentation of all conveyances of water rights to the City according to Section 32-9(S);
- f. Original CC&R's ready for recording as deemed necessary by the City; and
- g. Applicant's preferred title company for delivery of the Final Plat to be recorded.
- h. All outstanding matters must be completed prior to the plat being sent for recording. These matters include but are not limited to the matters described above, Attorney letters certifying compliance with the Utah Condominium Act, verification of original deeds for easements, and any other matter that is required by the subdivision of the land.

9. City approval of the final plat will expire if the final plat has not been recorded within 2 years of the date of the Land Use Authority's approval. Recordation of the Final Plat shall be deemed as acceptance of the dedication of any street, public way or ground. Unless the City files directly with the County Recorder, Cedar City will file the final plat directly or through the applicant's preferred title company, unless the applicant fails to inform the Land Use Authority of the preferred title company, in which case, the City may deliver it to the title company of its choice. Any fees associated with delivery or eventual recording shall be paid by the applicant.

#### G. Appeal

1. All appeals shall be handled pursuant to the requirements of Section 32-11.
2. Except where another appeal process is specifically designated in this Chapter, after denial of an application, an applicant may appeal said decision to the City Manager.

H. Fees.

1. For a land use application to be complete, all application fees must be paid before or concurrently with the filing of the land use application. All payments by check or cash must be paid before submission of the application with a copy of the receipt being uploaded with the submission of the land use application. Payments by credit or debit card shall be paid through the Land Use Authority's electronic submittal system.
2. All fees shall be set by the City's Consolidated Fee Schedule.
3. All fees paid are nonrefundable, except as listed below.
  - a. If the applicant requests a refund prior to submitting or attempting to submit a completed application, all fees paid shall be refunded.
  - b. If the applicant requests a refund after submitting or attempting to submit a completed application, all fees minus a completed application checking fee shall be refunded. "Attempting to submit a completed application" does not include beginning but not completing the application process through the electronic submittal system as long the system does not send the application to the Land Use Authority or designee.
  - c. Except where specifically prohibited by State law, no land use application fees may be refunded after the Land Use authority or designee determines the application is complete.
  - d. All requests for refund must be submitted within 90 days of payment for the request to be considered.

Amended by City Ordinance 1209-20-1 and 0525-22-2  
**ENTIRE CHAPTER AMENDED BY CEDAR CITY  
ORDINANCE NO. 0211-15**

**SECTION 7:**        **AMENDMENT** "Section 32-10 Vesting Rights" of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 32-10 Vesting Rights

A. Definitions:

1. **Complete Land Use Application:** To become vested, an applicant must submit a complete land use application and pay the applicable City fees. To be accepted and considered complete, the application must conform to the

requirements of the City's zoning map and applicable land use ordinance in effect when the application is filed with the City. Application forms are available at the City Engineers Office or on the Cedar City website.

Applications will not be accepted that do not comply with the application form. All requested information on the application form must be provided to be considered complete. The applicable City fee will correspond with the specific land use application.

2. **Requirement to Pursue Approval with "Reasonable Diligence":** It is not in the City's best interest to allow applications to languish for years with little activity, while zoning, safety and other standards are being updated and changed. As such, once an application is accepted as complete by the City, the applicant is required to complete the applicant's duties under this ordinance with reasonable diligence.

a. At no time shall a Preliminary Land Use Application approval remain effective beyond a period of two (2) years from the date of the City's approval. If the Preliminary Land Use Application approval expires, the applicant will lose their vested rights and be required to restart the land use application process under the ordinances/fees in effect at the time of resubmittal.

b. At no time shall an Application to Annex remain effective beyond a period of two (2) years from application submittal. If the Application to Annex expires, the applicant will lose their vested rights and be required to restart the annexation process under the ordinances/fees in effect at the time of resubmittal.

c. Except for being granted a building permit extension by the City's Building Official, at no time shall a Building Permit remain effective beyond a period of 180 days from the date of the filing of the Building Permit application and the payment of all applicable fees. If the Building Permit expires, the applicant will lose their vested rights and be required to pay the Building Permit fee at the rate in effect at the time of resubmittal.

d. At no time shall a Residential Development Overlay (RDO) remain effective beyond a period of seven (7) years from the date of the City Council approval. If the RDO expires, the applicant will lose their vested rights and be required to restart the RDO approval process under the ordinances/fees in effect at the time of resubmittal.

B. An applicant is entitled to approval of a land use application if the application conforms to the requirements of the City's zoning map and applicable land use ordinance in effect when a Complete Application is submitted and all required fees have been paid, unless:

1. the City Council, on the record, finds that a compelling, countervailing public interest would be jeopardized by approving the application; or
2. the City Council, before the application is submitted, has adopted a Notice of Pending Ordinance as set forth in ~~Utah Code Ann. §10-9a-504~~ [the Utah Municipal Code](#).

- C. The City shall process a Complete Application without regard to proceedings initiated to amend the City ordinance if:
1. 180 days have passed since the proceedings were initiated, and
  2. the proceedings have not resulted in an enactment that prohibits the approval of the land use application.
- D. When a Complete Application for a land use approval is considered submitted, the accompanying rights vest on the following date:
1. A complete Preliminary Land Use Application plus the payment of applicable fees vests the applicant in the City's ordinance in effect on the date of application submittal and payment of applicable fees.
  2. A Petition for Annexation plus the payment of applicable fees, vests the applicant in the City's fees effective when the Petition and fees are submitted.
  3. A Building Permit Application vests the applicant in the City's permit fee rate in effect on the date of application submittal and payment of applicable fees.
- E. The continuing validity of an approval of a land use application is conditioned upon the applicant proceeding after approval to implement the approval with Reasonable Diligence.
- F. The following list of land use practices do not create vested rights: master plan approval, general plan amendments, City master plans, discussions with City Staff pertaining to a development, and the deeding of water rights. This list is not meant to be exhaustive.
- G. The City Council retains the ability to enter agreements which provide vesting rights contrary to this ordinance when the City Council finds that the proposed agreement furthers the City's policy of establishing and maintaining sound, stable, and desirable development within the City, and which promotes more fully the objectives and purposes of the City's ordinances.

Enacted by City Ordinance 0825-21-4

**ENTIRE CHAPTER AMENDED BY CEDAR CITY ORDINANCE NO. 0211-15**

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

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	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Phillips	_____	_____	_____	_____
Cox	_____	_____	_____	_____
Wilkey	_____	_____	_____	_____
Schmidt	_____	_____	_____	_____
Galan	_____	_____	_____	_____

Presiding Officer

Attest

---

STEVE NELSON, MAYOR, Cedar  
City

---

RENON SAVAGE, RECORDER,  
Cedar City

**CEDAR CITY  
CITY COUNCIL AGENDA ITEM 8  
STAFF INFORMATION SHEET**

**To:** Mayor and City Council

**From:** Shane Johnson

**Council Meeting Date:** April 15, 2026

**Subject:** **Consider an amendment to City Ordinance 35-10(B) to establish No Parking zones in the vicinity of Northfield Road and 1045 North.**

**Discussion:** An all-way stop at the intersection of Northfield Road and 1045 North is warranted based on a recent study completed by the Engineering Department. To improve the functionality of the intersection with the new all-way stop, it is proposed to add dedicated turn lanes in the south and east bound directions and add crosswalks across Northfield Road and 1045 North. A new accessible ramp will need to be constructed on the south side of 1045 North for the new crosswalk.

As part of the re-stripping plan there are several locations where “No Parking” restriction are being proposed. The attached drawing shows the locations of the red curb along with the new lane striping, crosswalks and signage.

The following are the proposed red curb locations. The No Parking zones would be described in the ordinance as follows:

**No Parking restrictions being proposed:**

- a. On the west side of Northfield Road 160 feet north of 1045 North.
- b. On the north side of 1045 North 65 feet west and 113 feet east of Northfield Road.
- c. On the south side of 1045 North 110 feet west and 330 feet east of 400 West.

If approved, City Ordinance section 35-10(B) will need to be amended to add these locations to the list of restricted parking areas.

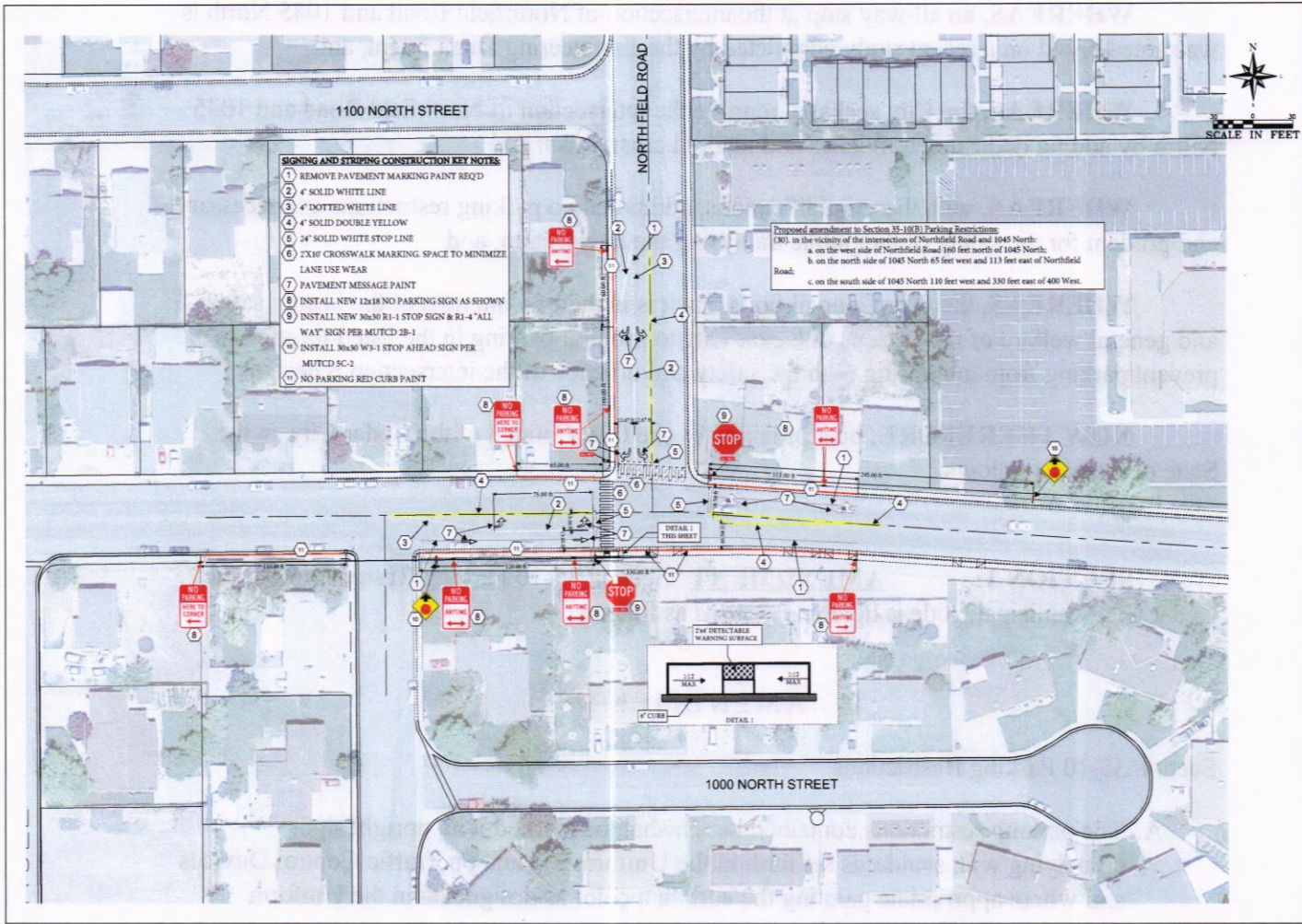
Proper signage will also need to be installed and maintained by the City, if these No Parking restrictions are approved.

The following items are included with this Information Sheet:

1. Exhibit showing the proposed striping changes, red curb locations, new crosswalk, signage and modifications to the south side of 1045 North to meet ADA requirements.
2. Proposed amendment to add City Ordinance section 35-10(B)(30).

**Requested Action:** Please consider whether to approve the “No Parking” restrictions near the intersection of Northfield Road and 1045 North. Thank you for your consideration of this request.

CEDAR CITY  
ORDINANCE NO. 236  
AN ORDINANCE AMENDING THE PROHIBITIVE PARKING NEAR THE  
INTERSECTION OF 1045 NORTH WITH 400 WEST AND NORTHFIELD ROAD.  
WHEREAS, Cedar City has adopted Chapter 12, Section 10 of the ordinance  
of Cedar City, Utah, and amendments to said ordinance, and



DATE	2/20/2026
CHECKED	S. J.
SCALE	1" = 30'
DRAWN	T.D.M.
PROJECT	STRIPING, SIGNAGE AND CROSSWALK PLAN FOR NORTHFIELD ROAD AND 1045 NORTH
CITY	CEDAR CITY
ADDRESS	10 NORTH MAIN STREET CEDAR CITY, UTAH 84709 PH: (435) 588-8000
SHEET NO.	1
FILE	

**CEDAR CITY  
ORDINANCE 0422-26**

**AN ORDINANCE AMENDING 35-10 PROHIBITING PARKING NEAR THE  
INTERSECTIONS OF 1045 NORTH WITH 400 WEST AND NORTHFIELD ROAD.**

**WHEREAS**, Cedar City has adopted Chapter 35, Section 10 of the ordinance of Cedar City, Utah, and said provisions contain specific parking restrictions; and

**WHEREAS**, an all-way stop at the intersection of Northfield Road and 1045 North is warranted based on a recent study completed by the Engineering Department; and

**WHEREAS**, the City seeks to improve the intersection of Northfield Road and 1045 North by adding dedicated turn lanes and marked crosswalks; and

**WHEREAS**, with these modifications, additional no parking restrictions are necessary and prudent for the safety of the public traversing the intersection; and

**WHEREAS**, the City Council finds that it is in the best interests of the health, safety, and general welfare of the citizens of Cedar City to prohibit parking in the listed location to prevent parking from interfering with the safety and efficacy of the intersection redesign.

**NOW THEREFORE**, be it ordained by the City Council of the Cedar City, in the State of Utah, as follows:

**SECTION 1:**        **AMENDMENT** "Section 35-10 Parking Restrictions" of the Cedar City Municipal Code is hereby *amended* as follows:

**AMENDMENT**

**Section 35-10 Parking Restrictions**

- A. The parking restrictions contained herein shall be marked with upright signs complying with standards set forth in the Uniform Manual on Traffic Control Devices and where appropriate painting the curb in a color as designated in the Uniform Manual on Traffic Control Devices.
- B. No parking shall be allowed in the following areas:
  - 1. from 1000 West to Interstate 15 Freeway on the north side of 200 North in Cedar City, Utah;
  - 2. sixteen feet south of the 200 North right of way on the West side of 100 West;
  - 3. along 4050 West extending from the crosswalk in front of Iron Springs Elementary in the following manner: on the east side of the street 85 feet to the south of the crosswalk and 50 feet north of the crosswalk; and on the west side of the street 50 feet south of the crosswalk and 85 feet north of the

crosswalk;

4. on the north side of 1045 North Street extending east 56 feet from the point of curvature of the east curb return on the intersection of Country Side Terrace Drive (250 West);
5. an approximate 16-foot-long area on the north side of Center Street at approximately 46 West, the center of which is located 179 feet west of the southeast corner of lot 1, Block 36, Plat B, Cedar City Town Survey;
6. the south side of 200 North from Main Street to 100 East;
7. the south side of College Avenue from 100 West to 300 West;
8. along Royal Hunte Drive:
  - a. extending from the crosswalk in front of Cedar Middle School in the following manner: on the North Side of the street 150 feet to the east of the crosswalk and 50 feet west of the crosswalk;
  - b. on the south side of the street 50 feet east of the crosswalk and 150 feet west of the crosswalk;
  - c. from the east entrance of the Aquatic Center parking lot extending 220 feet to the east; and
  - d. on the south side of the street extending from 1850 West to 2200 West.
9. on the south side of Cross Hollow Road extending 150 feet west from the main entrance and exit to Walmart (said entrance/exit is the second entrance/exit on the south side of Cross Hollow Road located west of the Royal Hunte Drive and Cross Hollow Road intersection);
10. beginning at the intersection of Main Street and 1925 North and extending west along the north and south side of 1925 North for 1300 lineal feet;
11. along 1895 West Cross Hollow Drive, beginning at the Walmart Northeast entrance and running west to the CATS bus stop;
12. on the east side of Cove Drive from the centerline of the LDS Temple entrance extending south to the north side of the intersection of Cove Drive and Silver Crest Circle; and on the west side of Cove Drive from the centerline of the LDS Temple entrance extending 250 feet to the north;
13. on the north side of DL Sargent Drive for 35 feet in front of the Public Safety Building;
14. in front of the SUU Sports Performance Building for 250 feet on each side of the street;
15. in front of the South Elementary School for 100 feet on the southside of 400 South starting from the crosswalk going west and 100 feet on the northside of 400 South starting from the crosswalk going east;
16. along the south side of Coal Creek Road starting at 300 West and going 80 feet to the west;
17. on the west side of 450 West starting at 245 South and going to 280 South;
18. on the west side of Cove Drive from the trail crosswalk 30 feet to the north, and on the east side of Cove Drive from the trail crosswalk 30 feet to the south;
19. along the southerly half of Lot 1 on Eagle Ridge Drive in the Canyon at Eagle

Ridge Phase 2 subdivision; and

20. on the south side of 800 South from the crosswalk 20 feet to the east and 20 feet to the west, and on the north side of 800 South from the crosswalk 20 feet to the east and 20 feet to the west, and on the north side of 800 South from the east parking lot entrance 50 feet to the east.
21. Beginning at the intersection of Royal Hunte Drive and Sage Drive and extending east/northeast along the south and east side of Sage Drive to the Pioneer Center PUD entrance and extending east/northeast along the north and west side of Sage Drive to Regency Road.
22. on the south side of Harding Avenue between 100 West and Main Street with a loading zone of 40 feet placed on the north side of Harding Avenue beginning 35 feet east of 100 West extending to 75 feet east of 100 West.
23. on the west side of 500 West beginning 125 feet north of 200 North extending 175 feet north of 200 North.
24. on the west side of 400 East beginning at the south edge of the driveway entrance into East Gate PUD Unit 2 and extending 50 feet south of the driveway entrance.
25. on the east side of Airport Road beginning at the intersection of Kitty Hawk Drive and extending 380 feet south of the intersection.
26. on the north side of Kitty Hawk Drive beginning at the intersection of Airport Road and extending 224 feet east of the intersection.
27. on the north and south sides of Canyon Ranch Drive beginning at the intersection of Main Street and extending east until Canyon Ranch Drive intersects with Auto Mall Drive and Wedgewood Lane, and extending west to the west side of 2610 North Canyon Ranch Drive.
28. on the north and south sides of the reduced width roadway between the cul-de-sacs on 2125 South Circle and Moon Crest Drive.
29. in the vicinity of the intersection of 600 South and 860 West:
  - a. on the south side of 600 South Street 250 feet west and 60 feet east of 860 West;
  - b. on the north side of 600 South Street 120 feet west and 200 feet east of 860 West;
  - c. on the north side of 600 South Street 100 feet east of 780 West;
  - d. on the west side of 860 West Street 80 feet starting 144 feet south of the center of 600 South; and
  - e. on the east side of 860 West Street 62 feet south and 100 feet north of the Cedar High School bus entrance.

30. in the vicinity of the intersections of 1045 North with 400 West and Northfield Road:

- a. on the west side of Northfield Road 160 feet north of 1045 North;
- b. on the north side of 1045 North 65 feet west and 113 feet east of Northfield Road; and
- c. on the south side of 1045 North 110 feet west and 330 feet east of 400 West.

C. The following areas shall have the following restrictions on parking, stopping, and standing:

1. on the east side of the street in front of the County office building located at 82 North and 100 East fifteen (15) minute parking only;
2. student pick up and drop off only between 8:30 a.m. and 4 p.m. along 400 South adjacent to South Elementary;
3. from 1 p.m. to 4 p.m. Monday through Friday on the north side of 200 North extending from 600 West to 500 West; and the east side of 600 West extending 185 feet north from the intersection of 200 North and 600 West;
4. student pick up and drop off only between 8:00 a.m. and 4 p.m. along the northside of 70 South (College Avenue) for 400 feet, with approximately 200 feet going west of 300 East and 200 feet going east of 300 East;
5. school bus loading and drop-off zone only between 8:00 a.m. and 4:00 p.m. Monday through Friday on the east side of 4100 West for a distance of 472 feet along the frontage of Iron Springs Elementary School; and
6. no parking from 8 p.m. to 6 a.m. on 900 North beginning 850 feet west of Main Street to 300 West.

AMENDED BY CEDAR CITY ORDINANCE NO. 0112-11, 0209-11, 1023-13, 1211-13, 0611-14, 0813-14-1, 0708-15, 0921-16-1, 0208-17-1, 0913-17, 0927-17-1, 0124-18-1, 0725-18-2, 0626-19-1, 0129-20, 0708-20-8, 1028-20-1, 0324-21-1, 0713-22-9, 0914-22, and 1214-22.

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Phillips	_____	_____	_____	_____
Cox	_____	_____	_____	_____
Wilkey	_____	_____	_____	_____
Schmidt	_____	_____	_____	_____
Galan	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
STEVE NELSON, MAYOR, Cedar City

\_\_\_\_\_  
RENON SAVAGE, RECORDER, Cedar City

CEDAR CITY COUNCIL

AGENDA ITEMS—<sup>9</sup>

DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: April 13, 2026

SUBJECT: Ordinance amending Section 1 of the Engineering Standards and adopting the APWA

DISCUSSION:

Per the request of City Engineer Kent Fugal, this proposed change rewrites the forward of the Engineering Standards, removing references to revision dates (Municode adds revision dates automatically), rewording the language, and adopting the APWA standards as backups to the City's specific standards. This means where there is a City standard, that standard will be used, but when the City does not have a standard or specification, then the APWA standards and specifications will apply.

The Planning Commission gave a positive recommendation for this amendment.

Please consider whether to pass this ordinance modifying the forward for the City Engineering Standards.

Kent Fugal

Revision to Section 1 Forward

Engineering Standards

Revision

(Recommendation)

more for someone who needs to do some work in our right-of-way. We looked at the options on what's the best way to do this. We decided add the same wording we use for subdivisions and PUDs. This will give us the tool to handle bonding and inspections and everything else for these public infrastructure improvements, the same for things that aren't subdivisions and PUDs as we do with things that are subdivisions and PUDs. We think it's going to administratively work a lot better for us and be better for the applicants.

Jett: Any financial burden to the developer.

Kent: I would say no because it doesn't change what they're required to do, and it actually, in most cases, will help them as opposed to putting them through the road-break permit process that has greater bonding requirements.

*Public Hearing Opened*

*Public Hearing Closed*

**Jett motions for a positive recommendation to the ordinance text amendment in 26-IV-5; Davis seconds. All in favor for a unanimous vote.**

3. PUBLIC HEARING

Ordinance Text

Amendment

(Recommendation)

Sections 23, 26, and 32

Revising Numbering to

Match State Code

Amber Ray

Amber: This is a proposed amendment to Ordinances comprised of sections 23, 26, and 32 where the state code is referenced. The state changed their numbering recently and now our references do not match their numbering. To prevent this type of correction needed in the future, we are proposing to reference the State Code in general rather than specific section numbers. One additional correction, in 26-I-4 (B)(2) Our ordinance defines an external dwelling unit as: A unit as defined by the Utah Municipal Code UCA 10-9a-530(1)(a). There is not a definition in the state code for the external dwelling unit. We are proposing the definition as: An accessory dwelling unit that is not attached to or within a detached single-family dwelling but is located on the same lot or parcel as the detached single-family dwelling.

Randall: That definition by the way, I took the wording from a bill that was proposed this year in the state legislature. It did not pass. We just borrowed that definition.

*Public Hearing Opened*

*Public Hearing Closed*

**Jett motions for a positive recommendation to revising numbering to reference state; Davis seconds. All in favor for a unanimous vote.**

4. PUBLIC HEARING

Engineering Standards

Revision

(Recommendation)

Revision to Section 1 Forward

Kent Fugal

Kent: We're looking at some revisions to the first section of our engineering standards, which is just a forward. What I've got in the strikeout here is what we currently have in that forward to our engineering standards. There's some wording at the top that I liked. The rest of this where we've really formatted this almost like it's a title page to a printed document, which we really don't have anymore. We have our engineering standards similar to our city ordinances. It's in Municode on the website. We don't really publish a book anymore. Listing out all the dates that we ever did revisions isn't very useful either. So

what we've done with this, the first paragraph of this forward takes the wording from up above at the top that we are eliminating with a few minor revisions. We're saying that the Cedar City Engineering Department has prepared these Cedar City Engineering Standards to be used for all work located within public streets, rights of way, and easements within Cedar City, Utah. Nothing in these standards shall be construed to prohibit the construction of higher-type improvements as approved by the city engineer. Like I say, that is almost word for word from what we had at the beginning part of the forward previously, just formatted differently. But then we get to the to the real meat of the change. Cedar City Corporation has adopted the 2026 APWA, Utah Manual of Standard Specifications and the 2026 APWA, Utah Manual of Standard Plans, collectively the APWA standards, we'll refer to it by that name later on, "As its standard construction specifications and standard drawings in conjunction with the city-specific requirements listed in sections four and five of these engineering standards." What we have now in section two is a little bit general. Section three, gets us into our design standards, which are not construction standards. Those are design standards. Section four is our construction specifications. Section five is our standard details. What we will be doing over the next while, and a lot of this in conjunction with public works, is we will be reviewing the information in sections four and five, comparing that to what's in the Utah APWA standard specifications and standard plans, and determining what we feel like we need to keep, where we would not want to just go with what the Utah APWA standards say. But in cases where we've got one thing, Utah APWA standards have another thing, but there's really no reason why we would do different than what the Utah APWA standards have, then we would just delete those portions of our of our sections four and five so that we would just leave it to the, the Utah APWA standards. This right now just sets us up that we would be officially adopting the Utah APWA standards, so that those are now available for us to use. It certainly covers things that our current standards don't cover. It gives us standards for things we don't currently have standards for. The last of that paragraph, we're saying that in the event of a conflict between the APWA standards and the requirements of sections four and five, sections four and five shall govern, unless the contrary is approved in writing by the Cedar City Engineer for a specific instance or project. We're saying that the default is the what we have in our sections four and five governs, but yet if in a specific instance, it makes more sense to use what the APWA one has. We're giving ourselves the freedom to use those if that's approved by a city engineer. Then this other one is kind of housekeeping. The term engineer in the APWA standards or any sections of these Cedar City engineering standards shall refer to the Cedar City engineer. The terms city and owner in the APWA standards or any sections of these Cedar City engineering standards shall refer to Cedar City Corporation. The reason we wanted that is there are a lot of places in the standard specifications and standard plans of with APWA where it makes reference to the engineer, that the engineer has the authority to do certain things. We don't want people to misconstrue that and say, "Oh, well, you know, my engineer I hired said this. Therefore, you know, that's what governs." No. The it's the city engineer. For all things in all public infrastructure improvements in Cedar City, those references refer to the Cedar City engineer for our purposes at Cedar City. So that's what we have there with this particular item. Like I say, the meat of it is adopting the Utah APWA manuals, and then just a little bit of cleanup there.

Tom: Is this going to add any financial burden to the homeowner or builder. Any additional rules or anything that's going to make it more restrictive or limit?

Kent: I would say no. Is there a possibility that there's something somewhere in the Utah APWA that would cost more to construct than what we have in our in our standards currently? I would say that's a possibility, yes. But I think there are also a number of things, as I see it, that if we follow the Utah APWA, it's actually going to be less expensive than what ours are. A good example is our storm drainage. We've got some very expensive storm drain boxes that we specify, where a standard manhole,

like you would use on the sanitary sewer system, does the job just fine, and it's a lot cheaper. I'm hoping as we work with public works, we can get to where we're just using those manholes in APWA instead of the expensive boxes that we've been doing.

Tom: I love the cleanup. Under one uniform. It is daunting as homeowners.

Kent: one thing that we are really lacking right now is a good general requirements section. We have nothing there which you'd really need general requirements for the construction contracts for our city projects. If everything goes perfectly on a project, they're not needed. But as soon as something goes south, you need rules. And this provides that for us that we don't currently have in any of our documentation we use for projects currently. These documents are available for free on the internet. Once these, these are adopted, we will link to that on our website so people can get to it easily. There is no cost to people, they're freely available on the Utah chapter of the APWA, the American Public Works Association website.

Randall: I apologize I didn't catch this earlier. You have in here in the intro that it's "to be used for all work located within public streets, rights of way, and easements." But some of these rules are applicable in PUDs. Some of the requirements with regards to structures, which we don't have a ton of those inside the those areas.

Kent: So what are you thinking applies to PUDs? They do use one of our standard details on curbs.

Randall: So even when we're looking at, like, earthwork and stuff like that, do any of our standards apply for earthwork within?

Kent: Well, but, but what we have in here for earthwork....what our standards really apply to are, are infrastructure items that we're going to accept.

Randall: We don't apply them to any of the private infrastructure?

Kent: I would say not directly. That is something we can certainly look into a little bit closer. And if there is a revision to that paragraph that we think we should make to make sure we're covered on that, I'm not opposed to that before we take that to city council.

Randall: Okay. I leave it to you.

Don: Could just be PUDs as applicable.

Kent: I'm just not trying to be real prescriptive of what people have to do on their private improvements that we're not going to accept and maintain.

Randall: That makes sense. I just look even like the storm drain where it says they're supposed to be able to receive it on their own property, I guess indirectly, that applies to the public works because we're telling him to keep it off.

Kent: Most of those are items that are those types of things that are covered in section three of our engineering standards, which is our design standards. This has nothing to do with our design standards. This has to do with the actual construction specifications and details that a contractor needs to be able to build things according to our standards.

Randall: That first paragraph is in section one applying to the entire thing, including section three.

Kent: Okay. I see what you're saying there.

Randall: It's not something you've added. That's the wording now.

Kent: That is the wording now. But you're right. This would be an opportunity to clean that up.

*Public Hearing Opened*

*Public Hearing Closed*

**Jett motions for a positive recommendation for the Engineering Standards Revision of Forward 1 with minor modifications to clean up the language per Randall's comment with regards to PUDs; Lunt seconds. All in favor for a unanimous vote**

**CEDAR CITY  
ORDINANCE 0422-26—**

**AN ORDINANCE AMENDING SECTION 1 OF THE CITY'S ENGINEERING  
STANDARDS**

**WHEREAS**, the City has adopted the Engineering Standards to provide basic requirements for the constructions of public improvements and private improvements that can impact the City's public improvements; and

**WHEREAS**, the City is adopting the 2026 APWA Utah Manual of Standard Specifications and 2026 APWA Utah Manual of Standard Plans; and

**WHEREAS**, the City Council finds that it is in the best interests of the health, safety, and general welfare of the citizens of Cedar City to change the City's Engineering Standards as proposed.

**NOW THEREFORE**, be it ordained by the City Council of the Cedar City, in the State of Utah, as follows:

**SECTION 1:**        **AMENDMENT** "SECTION 1 FORWARD" of the Cedar City Engineering Standards is hereby *amended* as follows:

**AMENDMENT**

**SECTION 1 FORWARD**

~~The Cedar City Engineering Department has prepared the following edition of the~~

~~**CEDAR CITY ENGINEERING STANDARDS**~~

~~These standards shall be used for all work located within public streets, rights-of-way, and easements within Cedar City.~~

~~Nothing in these standards shall be construed to prohibit the construction of higher type improvements, as approved by the City Engineer.~~

~~These Standards meet with the full approval of the City Engineer, dated February 23, 2022.~~

~~Kent Fugal, P.E.  
Cedar City Corporation  
City Engineer~~

~~These Standards were approved by the City Council of Cedar City by Resolution dated January 25, 1995, with revisions approved as follows:~~

~~March 27, 1996 March 1, 1997 March 18, 1998 June 9, 1999 October 18, 2000 June 12, 2002  
September 8, 2004 July 12, 2006 August 27, 2008 February 9, 2011 September 19, 2012  
September 19, 2014 August 24, 2016 September 18, 2019 July 28, 2021 February 23, 2022~~

The Cedar City Engineering Department has prepared these CEDAR CITY ENGINEERING STANDARDS, to be used for all work located within Planned Unit Developments, public streets, rights-of-way, and easements within Cedar City, Utah. Nothing in these standards shall be construed to prohibit the construction of higher type improvements, as approved by the City Engineer.

Cedar City Corporation has adopted the 2026 APWA Utah Manual of Standard Specifications and 2026 APWA Utah Manual of Standard Plans (collectively the "APWA Standards") as its standard construction specifications and standard drawings, in conjunction with the City-specific requirements listed in Sections 4 and 5 of these Engineering Standards. In the event of a conflict between the APWA Standards and the requirements of Sections 4 and 5, Sections 4 and 5 shall govern unless the contrary is approved in writing by the Cedar City Engineer for a specific instance or project.

The term "Engineer" in the APWA Standards or any sections of these Cedar City Engineering Standards shall refer to the Cedar City Engineer. The terms "City" and "Owner" in the APWA Standards or any sections of these Cedar City Engineering Standards shall refer to Cedar City Corporation.

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Phillips	_____	_____	_____	_____
Cox	_____	_____	_____	_____
Wilkey	_____	_____	_____	_____
Schmidt	_____	_____	_____	_____
Galan	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
STEVE NELSON, MAYOR, Cedar  
City

\_\_\_\_\_  
RENON SAVAGE, RECORDER,  
Cedar City

CEDAR CITY COUNCIL

AGENDA ITEMS – 10

DECISION PAPER

**TO:** Mayor and City Council  
**FROM:** City Attorney  
**DATE:** April 13, 2026  
**SUBJECT:** Ordinance amending Section 2.1 of the Engineering Standards regarding infrastructure improvements  
**DISCUSSION:**

Per the request of City Engineer Kent Fugal as well as previous City Councils, this proposed change details the conditions when a developer can be required to extend public improvements and utilities to the end of a development in order to facilitate interconnectivity and reduce the extra load that isolated subdivisions place on the City's infrastructure.

The Planning Commission gave a positive recommendation for this amendment.

Please consider whether to pass this ordinance modifying Section 2.1 of the City Engineering Standards.

5. PUBLIC HEARING  
Engineering Standards  
Revision  
(Recommendation)

Section 2.1  
The General Requirements  
For Public Improvements

Kent Fugal

Kent: We're talking about the general requirements for public improvements, Section 2.1 of our engineering standards. I think the best way to lead into this is to tell you why we're looking at this. When Cedar Meadows and Lamplight were developed, nowhere along this entire western boundary were there any roads stubbed to the west. What that resulted in is that if you want to move between these developments, you either have to go out on the highway or go all the way down to Center Street to be able to move between them. Otherwise, there's no interconnectivity, not even any pedestrian access between these neighborhoods. You end up having to go down at least to 25 North to get across and get up there. There's no other way to get through. When the property to the east develops, nowhere between Highway 56 and Center Street is there a place that we'll be able to get through. We'll be faced with the exact same thing we are on the west side. By contrast, when you look at the Mountain Shadows subdivision, not only do we have our master-planned Center Street that comes through that's stubbed out so that can be continued over to Westview, but there are other stub roads that were put in to allow connectivity between that subdivision and adjoining subdivisions. That's kind of the lead-in to what we're trying to accomplish with this. Going to this actual section of our engineering standards, this general section we've proposed some changes to the wording on this, trying to make sure that when we're talking about improvements of a public need, that we're including all of the infrastructure, the streets, water, sewer, drainage, but also gas, power, communications. We want to make sure that we've got connectivity of all these things between developments. Currently we have in there "the required improvements shall extend from the nearest acceptable point of existing improvements." Well, that's kind of a given. You've got to go connect to it somewhere. You're going to go where it's the nearest. But then we say "it needs to provide for future extension to adjacent properties." But what we had in there before was just "and shall be compatible with applicable city master plans." We've revised that some. We tried to strengthen that to say that when applicable, improvements must also comply with city master plans. There's not always a city master plan that applies to a given project. But when there is, it needs to comply. What it says currently is that "all water lines shall be installed to the boundaries of the development." We're completely silent on anything else having to be extended to the boundaries of development. For some reason, water was singled out and said, "That has to be extended." But even though we said up here before that all of these other things need to happen, we only said that water had to be extended.

Hitz: Would this rectify that issue we had a few weeks ago where someone wanted to just be responsible for, like, 100 yards of the road?

Kent: Not necessarily. That's a little bit different because that's where we have this master planned road. That was on Center Street. We have this master planned road. And then the question on that was, do they need to improve both sides of the road. You guys made the recommendation, and we were glad that you did. It was in line with what we were hoping you would do of saying that at least across the frontage of that of that property and the little gap that we had on the east end, let's fill that in with the improvements on the south side. Our ordinance actually requires that. When that went to city council, we did not get support from city council for that. City council approved a deferral agreement to not put in any of the improvements on the south side. But that's really kind of a separate issue. That's not here. We're really trying to address the interconnectivity of our infrastructure between developments. I was in just some conversations with Tyler Romerl, and we were talking about this issue. He had looked at our at our wording here. He made some suggestions on some ways to strengthen this. I appreciated him taking the

time to do that. I then took what he had sent to me and made further revisions. In some cases changing something that he had said and in other cases just adding to. Now what we're really saying is that when no topographical barriers exist, that all improvements shall be installed to the boundary lines of the development. And then topographical barriers include but are not limited to mountains, canyons, and extremely steep slopes. He had in there natural drainage channels. The reason I pulled that out is because natural drainage channels come in all different sizes, and some of those are very easy to span. I didn't want to say that even just a minor drainage ditch was a topographical barrier. But we do say not limited to. If there is a drainage channel, the drainage channel certainly can be a topographical barrier if it, in fact, functions as a barrier. Then we say topographical barriers, as determined or agreed to by the city engineer - it's not just up to the developer to say what a topographical barrier is - that when those exist, then access for bicycles, pedestrians, and maintenance vehicles to the boundary lines of the development may still be required in the absence of stub streets. So if there are no stub streets, there may be reasons why we still need to let people get to some open space that's just outside of the development, or we have a need for maintenance purposes to get to some facilities that the city has in that open space. Maybe it's a sewer line that goes through it or something like that. We inserted in there- wording that access for those things may still be required even if there aren't any stub streets there. Then we said, "Streets and new subdivisions shall continue the alignment of existing streets and adjoining subdivisions or their proper projections when adjoining property is not subdivided." Then we say, "Streets, alleys, and utility lines shall be arranged in a manner which will, insofar as possible, facilitate convenient extension and connection thereof to future streets, alleys, and utility lines developed by the owners of adjoining property." At the time their property is plotted. So what we're really trying to get at on this is there needs to be stub streets like we saw on Mountain Shadows, so that neighborhoods can be cohesive rather than having these artificial separations everywhere one developer ended and the next one started. That's what we're really trying to accomplish with this. I'm hopeful that this wording does what we intended to do. I feel pretty good about it, but I'm certainly interested in any other thoughts you may have.

Tom: I'm shocked that, that, uh, that happened. But when those subdivisions went in, and Jennifer would be well aware of this as a real estate agent, Cedar City was on fire. I mean, you thought you were buying dollars for 50 cents when it comes to land and, and developing. It was just insane. I can see where things got missed, but I'm shocked still.

Kent: And there are plenty of other examples around town. I picked out that because you could see such vivid demonstrations all within one area.

Davis: But also, we didn't have the wording then to help make that happen. We didn't have the teeth.

Randall: A couple councils ago, we tried to bring one of these in, and they said without better guidance, they were not going to enforce it. So this was an invitation from our council a couple of years ago to get this in. We kind of had a rough go on that one.

Hitz: You're looking to minimize exceptions, right?

Kent: Yeah. We're not trying to we're not trying to go out and tell people exactly what needs to happen, but we're saying that there needs to be that interconnectivity. We need to get these improvements extended to the boundaries of the subdivisions so they can be picked up on when the next property develops. We're trying to get all of that in here but still provide some flexibility for them to lay a project out in a way that makes sense.

Don: I think this one is hugely important.

Kent: We had the Cedar 106 project just north of 800 North between Lund Highway and 3900 West. They were wanting to vacate a right-of-way they had dedicated because that's not where they want the street now. And they kind of changed around the way the way the general plan designations and zones were oriented through their project. And they wanted a bunch of stuff. Well, we worked out with the

development agreement with them that they agreed to stub roads to the north, to provide connectivity between the different properties within their development because they're proposing to sell these off as different things. But we got them to agree in the development agreement to provide connectivity between those and to stub roads to the north so that when that next big, long piece of ground that runs all the way from Lund Highway to 3900 West develops, we can have some connectivity there. But we did that through a development agreement because we didn't have anything in our ordinance to enforce it. But we got them to agree to that to help them get what they wanted. But this gives us more teeth to be able to press the issue and insist that we get connectivity.

Tom: I still think we should bring something for this body to discuss what we've talked about. I think that you just mentioned 800 North. I suggested we put basically a walk way right through the middle of the neighborhood so it connects with other neighborhoods so the kids don't have to go out, on the roads per se, to access one subdivision after another. And give them credit for their parks, give them credit for their bike trails, you know, that type stuff. To make Active transportation. I think we should really have that discussion at some point. I just think it's important.

Kent: And of course, one good way for us to accomplish that is making sure we get appropriate routes for active transportation on our active transportation master plan because that becomes something that's much easier for us to enforce.

*Public Hearing Opened*

*Public Hearing Closed*

**Davis motions for a positive recommendation to the Engineering Standards Revision to Section 2.1; Jett seconds. All in favor for a unanimous vote**

6. PUBLIC HEARING

Engineering Standards  
Revision  
(Recommendation)

Section 3.2.3  
Cul-de-sacs

Kent Fugal

Kent: We're looking at some changes to our to our cul-de-sac standards.. This is driven primarily by compliance with the fire code. Our current standards for subdivisions is 50 feet radius for cul-de-sacs within neighborhoods that are just local street cul-de-sacs, which is the vast majority of cul-de-sacs in town. We require the 60 foot for cul-de-sacs in industrial subdivisions or commercial. The problem is with the 50 feet, distance from face of curb to face of curb across the cul-de-sac only ends up being 89 feet. So you've got an 89-foot diameter of the drivable surface, from curb to curb, and fire code requires 96. We are short on meeting fire code, even if there are no cars parked in there. And once there's cars parked in there, then we're really, really short of meeting fire code. What started us off on looking at cul-de-sacs was the fact that our cul-de-sac bulb dimensions do not meet fire code. I had a lot of conversations with Mike Shurtz, the fire marshal, and Mike Phillips, the fire chief, about this, and they agreed we needed to pursue this, make our cul-de-sacs to where they meet the fire code. Our current standard drawing has this table where we have all these different dimensions for cul-de-sacs on different types of roadways, including arterial streets. We're never going to terminate an arterial street in a cul-de-sac. It just doesn't happen. This gets rid of the meaningless part and puts us into a standard cul-de-sac configuration that will meet fire code in our neighborhoods and still accommodate what the needs of the industrial areas where we have larger vehicles that need to be able to turn around. The other thing is we looked at the maximum allowable length of the cul-de-sac. There was a lot of discussions with city council in one of their meetings last year where someone was requesting a variance to our maximum cul-de-sac length. And they had asked us to take another look at cul-de-sac lengths and see if we had lengths

**CEDAR CITY  
ORDINANCE 0422-26—**

**AN ORDINANCE AMENDING ENGINEERING STANDARD SECTION 2.1  
REGARDING THE EXTENSION OF PUBLIC IMPROVEMENTS**

**WHEREAS**, the City has adopted the Engineering Standards to provide basic requirements for the constructions of public improvements and private improvements that can impact the City's public improvements; and

**WHEREAS**, the excessive use of Master Planned and UDOT-owned infrastructure due to a lack of interconnectivity between adjacent subdivisions creates substantial inefficiencies and additional infrastructure costs for the City and the State; and

**WHEREAS**, the City Council seeks to create guidelines and rules for when the City Engineer may require developers to extend infrastructure to the edge of a development; and

**WHEREAS**, the City Council finds that it is in the best interests of the health, safety, and general welfare of the citizens of Cedar City to change the City's Engineering Standards as proposed

**NOW THEREFORE**, be it ordained by the City Council of the Cedar City, in the State of Utah, as follows:

**SECTION 1:** AMENDMENT "2.1 GENERAL" of the Cedar City Engineering Standards is hereby *amended* as follows:

AMENDMENT

2.1 GENERAL

This section defines the general requirements for public improvements within Cedar City.

The improvements shall include all improvements of a public need, including, but not limited to streets, water, sewer, ~~and drainage~~, gas, power, and communications. Required improvements shall extend from the nearest acceptable point of existing improvements. Layout must provide for future extension to adjacent properties, ~~and shall be compatible with~~ When applicable, improvements must also comply with appropriate City master plans. When no topographical barriers exist, all improvements ~~water lines~~ shall be installed to the boundary lines of the development. Topographical barriers include, but are not limited to mountains, canyons, and extremely steep slopes. When topographical barriers (as determined or agreed to by the City Engineer) exist, access for bicycles, pedestrians, and maintenance vehicles to the boundary lines of the development may still be required in the absence of stub streets. Streets in new subdivisions shall continue the alignment of existing streets in adjoining subdivisions.

or their proper projections when adjoining property is not subdivided. Streets, alleys and utility lines shall be arranged in a manner which will, insofar as possible, facilitate convenient extension and connection thereof to future streets, alleys and utility lines developed by the owners of adjoining property at the time their property is platted. Required geotechnical investigation recommendations shall be followed.

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Phillips	_____	_____	_____	_____
Cox	_____	_____	_____	_____
Wilkey	_____	_____	_____	_____
Schmidt	_____	_____	_____	_____
Galan	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
 STEVE NELSON, MAYOR, Cedar  
 City

\_\_\_\_\_  
 RENON SAVAGE, RECORDER,  
 Cedar City

CEDAR CITY COUNCIL

AGENDA ITEMS – 11

DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: April 13, 2026

SUBJECT: Ordinance amending Section 3.2.3 and R6 Typical Cul-de-sac Detail of the Engineering Standards regarding cul-de-sacs

DISCUSSION:

In comparing our cul-de-sac standards to the Fire Code, our standards result in cul-de-sacs that are a few feet shy of the Fire Code. Additionally, the Council had an extensive discussion last year about the appropriate length of a cul-de-sac street. The proposed changes handle both of those issues by requiring a 60-foot radius versus the current requirement of 50 feet, and redefining the allowed length of a cul-de-sac street to be the same for residential and commercial.

The Planning Commission gave a positive recommendation for this amendment.

Please consider whether to pass this ordinance modifying Section 3.2.3 of the City Engineering Standards.

development agreement with them that they agreed to stub roads to the north, to provide connectivity between the different properties within their development because they're proposing to sell these off as different things. But we got them to agree in the development agreement to provide connectivity between those and to stub roads to the north so that when that next big, long piece of ground that runs all the way from Lund Highway to 3900 West develops, we can have some connectivity there. But we did that through a development agreement because we didn't have anything in our ordinance to enforce it. But we got them to agree to that to help them get what they wanted. But this gives us more teeth to be able to press the issue and insist that we get connectivity.

Tom: I still think we should bring something for this body to discuss what we've talked about. I think that you just mentioned 800 North. I suggested we put basically a walk way right through the middle of the neighborhood so it connects with other neighborhoods so the kids don't have to go out, on the roads per se, to access one subdivision after another. And give them credit for their parks, give them credit for their bike trails, you know, that type stuff. To make Active transportation. I think we should really have that discussion at some point. I just think it's important.

Kent: And of course, one good way for us to accomplish that is making sure we get appropriate routes for active transportation on our active transportation master plan because that becomes something that's much easier for us to enforce.

*Public Hearing Opened*

*Public Hearing Closed*

**Davis motions for a positive recommendation to the Engineering Standards Revision to Section 2.1; Jett seconds. All in favor for a unanimous vote**

6. PUBLIC HEARING

Engineering Standards  
Revision  
(Recommendation)

Section 3.2.3  
Cul-de-sacs

Kent Fugal

Kent: We're looking at some changes to our to our cul-de-sac standards.. This is driven primarily by compliance with the fire code. Our current standards for subdivisions is 50 feet radius for cul-de-sacs within neighborhoods that are just local street cul-de-sacs, which is the vast majority of cul-de-sacs in town. We require the 60 foot for cul-de-sacs in industrial subdivisions or commercial. The problem is with the 50 feet, distance from face of curb to face of curb across the cul-de-sac only ends up being 89 feet. So you've got an 89-foot diameter of the drivable surface, from curb to curb, and fire code requires 96. We are short on meeting fire code, even if there are no cars parked in there. And once there's cars parked in there, then we're really, really short of meeting fire code. What started us off on looking at cul-de-sacs was the fact that our cul-de-sac bulb dimensions do not meet fire code. I had a lot of conversations with Mike Shurtz, the fire marshal, and Mike Phillips, the fire chief, about this, and they agreed we needed to pursue this, make our cul-de-sacs to where they meet the fire code. Our current standard drawing has this table where we have all these different dimensions for cul-de-sacs on different types of roadways, including arterial streets. We're never going to terminate an arterial street in a cul-de-sac. It just doesn't happen. This gets rid of the meaningless part and puts us into a standard cul-de-sac configuration that will meet fire code in our neighborhoods and still accommodate what the needs of the industrial areas where we have larger vehicles that need to be able to turn around. The other thing is we looked at the maximum allowable length of the cul-de-sac. There was a lot of discussions with city council in one of their meetings last year where someone was requesting a variance to our maximum cul-de-sac length. And they had asked us to take another look at cul-de-sac lengths and see if we had lengths

there that made sense. We don't want to have a cul-de-sac that's a mile long. You go a mile in there and for people in the back of the cul-de-sac to go anywhere, they have to drive a long way even just to get out to the cross street. But what is an acceptable length for a cul-de-sac? As we looked at the fire code, it's got some different lengths based on how wide the roadway is. The wider it is, the longer the cul-de-sac can be. But it really ends at 750', and it says anything longer than 750 feet requires special approval. We broke this up into two pieces. We're saying that in residential zones we don't want those cul-de-sacs to be longer than 550 feet. Now, this is similar to our existing requirement because existing requirement, we measure from the right-of-way line and we allow 500 feet. We moved it out to measure from the center line of the cross street, which I think is more consistent with the fire code. And we added 50 feet to that. So we're 200 feet less than what would be allowed in other zones, which is the maximum that the fire code would allow, the 750. With any of these types of standards, if there's a situation that really suggests that a different cul-de-sac length should be allowed because otherwise, you leave a piece of the property totally inaccessible, we still have the ability to work with the fire department, is the fire department okay with that, or are there are there some mitigating measures that should be taken to allow it? And we can work that out, and we can approve something a little bit different when it's needed. This is what we're proposing: 550 feet measured from the center line of the of the cross street to the center of the cul-de-sac. We're saying 550 feet in residential zones, 750 in all other zones.

Lunt: Is there any restriction on parking in that cul-de-sac? That seems to be a problem with a lot of places.

Kent: It is a problem in a lot of places, especially when people do 90-degree parking, and they nose in right up to the curb. Technically, to meet fire code, there should be no vehicles parked in there. The only way to address that would be to sign that as a fire lane, no parking, so that it could be enforced. The challenge with that is someone comes over to visit somebody who lives in there, or they need to just drop something off, and they stop, and they park there. How strict is too strict? So we've left that. I don't think that would change the dimensions we're proposing. But whether there end up being some parking restrictions associated with it, I think that's a topic for another day with our fire department to try to determine what is reasonable there. If there's only a couple of cars parked in there, it's usually not a problem.

Tom: So we're not changing the diameters of the cul-de-sac as long as that entrance into the cul-de-sac is less than 550 feet?

Kent: We're changing both because right now, we're allowing a cul-de-sac that this radius dimension here is 50 feet, which does not provide adequate for fire code. We're changing that to 60. So we are making the bulb itself larger, and then we're modifying the length of the cul-de-sac to where it's a modest increase on a residential area, but we are adding another couple of hundred feet for non-residential areas where cul-de-sacs would be. And the reason I feel like that makes sense is you let's say you've got a cul-de-sac in an industrial subdivision. Those tend to be fairly large lots. You're not really serving a lot of properties within that cul-de-sac. Allowing that to be somewhat longer doesn't carry the same negatives that you have in a residential area. You've got an area there that you cannot access anything to either side. There's only one way in and out. You don't have that street connectivity that helps neighborhoods be cohesive. Any cul-de-sac is kind of a negative to that, although we recognize that there are people who really enjoy living in cul-de-sacs. This is trying to balance that. We're trying to say, "Okay. Cul-de-sacs can be allowed, but there should be a limit on, on their length." There are cities, even here in Utah, that say, "In new development, cul-de-sacs are not allowed, period." We didn't want to go to that point, but we thought, let's make sure we have some reasonable limits on the cul-de-sac length and make sure that the cul-de-sacs meet fire code.

Tom: Are you locked into the 60-foot? What if 65? That would give you 10 more feet of circle. Have you

looked into that? Would that be an advantage for the city?

Kent: You do start running into issues of how you're going to make that work when you're trying to lay a subdivision out. You've got this road going back in there that has lots on either side, you get to the cul-de-sac bulb, and now those lots have to take on a completely different shape to make them work. You still have to meet setback requirements off of that right-of-way line. It starts getting very difficult to fit a home in there. The larger we make that, the more the more we're making it really difficult for people to develop.

Tom: I just wondered if access for 5 foot on each side would be better.

Kent: We were kind of viewing the 60 feet as more of a practical maximum.

Tom: And you guys have analyzed to make sure that lots can still adequately be developed?

Kent: Yeah. And there are a lot of cities that have 60-foot requirement because of fire code. It still works.

The developers have to plan for it as they're laying out their subdivision. Maybe they don't make those lots on either side of that road as shallow as they might otherwise. Maybe they make them a little deeper and a little narrower so that they get enough depth that they can make the cul-de-sac bulb work. We get it too big; it becomes problematic for them. It really does. We didn't want to create problems. 60 feet is still workable in a development layout, but it accomplishes what we need to with fire code compliance. And then the other part of this, our current standard says is that if measured from this right-of-way line, you go more than 30 feet, then there needs to be a temporary turnaround. The big problem I see with that is if this is more than 30 feet long. If you tried to put a temporary turnaround there, you're going to leave one or both of these lots basically unbuildable until the road goes through. And then when someone tries to connect to it, you've got a section of roadway that's not even built for them to be able to connect to. We want to have streets stubbed out to adjoining property that can then be extended in the next development over. Our maximum length of a stub without putting in a temporary turnaround is working against us. It's making it difficult for developers to do what we're asking them to do. So last, we wanted remove that barrier to getting these roadways stubbed to the to the end of their development so that they can be extended in the future. That's why we're looking at a longer distance. We're looking at going back closer to what the old standard was before we shortened it up to the 30 feet. We are using the same measurement standard going from the center line of the edge of the cross street, and we're saying 150 feet maximum. That's what the fire code says is the maximum length of a dead end without a turnaround under fire codes. They're saying if it's 150 feet or less, there's no reason to have a turnaround. The fire department doesn't need to go in there and turn around. Over 150 feet, you need to. So that's why we're saying 150 feet on this and measuring it in the fashion that we had agreed with the fire department was the most consistent with the fire code measuring from the center line of the cross street. If we take everything from what we've talked about on this drawing and go back to the text, in residential zoning districts, shall not exceed 550 feet in length from the center line of cross street to center point of cul-de-sac. Then we say cul-de-sac streets in all other zoning districts shall not exceed 750 feet in length from center line of the cross street to center point of cul-de-sac. And we say the turnaround radius at property line of cul-de-sac streets in all zones shall be not less than 60 feet. Before, it said not less than 50 feet for residential areas and 60 feet for commercial and industrial areas. Now, we're saying 60 feet everywhere. Then we've added this language here saying a temporary cul-de-sac is required on any street that ends in a temporary dead end where the length of the street is longer than 150 feet from center line of cross street to temporary dead end. We've added another provision here where one or more lots front the dead end street that do not have frontage on the cross street. If you just have the corner lots, and you're stubbing a street in between them, there's no reason to put a temporary turnaround on the end unless it's excessively long. If it's just a short stub between two houses, we generally don't need to plow snow in that. But if we've got a house back in behind one of the corner houses that has their frontage onto it, that changes

things. Where one or more lots front the dead-end street that do not have frontage on the cross street. Once again, if there's a reason to make an exception somewhere or maybe they can provide a hammerhead turnaround, maybe there are some cases where we could approve it, working with the fire department. Generally, there would need to be a temporary turnaround if they have lots to front it, or it's longer than 150 feet.

Tom: Out behind Spanish Trails where those modular homes are. It's a real long road, and they have three cul-de-sacs, but they're not dead ends. They widen out. Is that classified as a cul-de-sac also?

Kent: I would say no. But there are there are reasons to do that. Sometimes, they'll do that where they need a temporary turnaround, but they don't want to just end the improvements with a gravel turnaround. You'll build something like that and then just have a short stub going out of it. And then the next phase comes, and you can pick it up and take it further. There are various reasons why someone might want to do that, but it doesn't change the fact that you still have a long dead end. That may or may not overcome the fire code compliance issue. But there are reasons that it makes sense sometimes to do what you saw there. One of those types of things could be say there's a situation where you are trying to develop the property with topographical barriers around it that you can't really access any other way, we say, "You know what? This needs to be an 800-foot, 900-foot-long cul-de-sac." Well, a mitigation to that might be to do exactly what you're talking about at the midpoint. If I, as the city engineer or a future city engineer, were to make a decision that the developer wasn't happy about, they can always appeal that. We're not trying to take away their ability to appeal that and take an issue before city council if they feel like it needs to go before city council. The city council has empowered us to work with developers to resolve issues, to meet specific circumstances associated with the development and move forward.

John Webster: I know that fire trucks and school buses shall venerate your name forever after for increasing the size of the cul-de-sac bulb. I think it'll be great.

*Public Hearing Opened*

*Public Hearing Closed*

**Davis motions for a positive recommendation for the Engineering Standard Revisions to 3.2.3; Lunt seconds. All in favor for a unanimous vote.**

The meeting was adjourned at 6:20 p.m.

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Amber Ray, Planner

**CEDAR CITY  
ORDINANCE 0422-26—**

**AN ORDINANCE AMENDING SECTION 3.2.3 AND DETAIL R6 OF THE  
ENGINEERING STANDARDS REGARDING THE LENGTH OF CUL-DE-SAC  
STREETS AND THE RADIUS OF CUL-DE-SACS**

**WHEREAS**, the City has adopted the Engineering Standards to provide basic requirements for the constructions of public improvements and private improvements that can impact the City's public improvements; and

**WHEREAS**, Fire code requires cul-de-sacs to have a 96-foot diameter, but the City's current standard results in an 89-foot diameter; and

**WHEREAS**, the City Council seeks to revise the allowed length for cul-de-sac streets; and

**WHEREAS**, the City Council finds that it is in the best interests of the health, safety, and general welfare of the citizens of Cedar City to change the City's Engineering Standards as proposed.

**NOW THEREFORE**, be it ordained by the City Council of the Cedar City, in the State of Utah, as follows:

**SECTION 1:** AMENDMENT "3.2.3 CUL-DE-SACS" of the Cedar City Engineering Standards is hereby *amended* as follows:

AMENDMENT

3.2.3 CUL-DE-SACS

Cul-de-sac streets in residential zoning districts shall not exceed ~~500~~550 feet in length from edge centerline of cross street to center point of cul-de-sac. Cul-de-sac streets in all other zoning districts shall not exceed 750 feet in length from centerline of cross street to center point of cul-de-sac. ~~and~~ The turn-around radius (at property line) of cul-de-sac streets in all zones shall not be less than ~~fifty feet for residential areas and~~ sixty feet for commercial and industrial areas. Paved cul-de-sacs with curb and gutter and sidewalk will be required on the permanent end of any City street. A temporary cul-de-sac is required on any street that ends in a temporary dead end where the length of the street is longer than 150 feet from centerline of cross street to temporary dead end or where one or more lots front the dead end street that do not have frontage on the cross street. A fire hydrant will be required at the end of each Cul-de-sac.

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

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	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Phillips	_____	_____	_____	_____
Cox	_____	_____	_____	_____
Wilkey	_____	_____	_____	_____
Schmidt	_____	_____	_____	_____
Galan	_____	_____	_____	_____

Presiding Officer

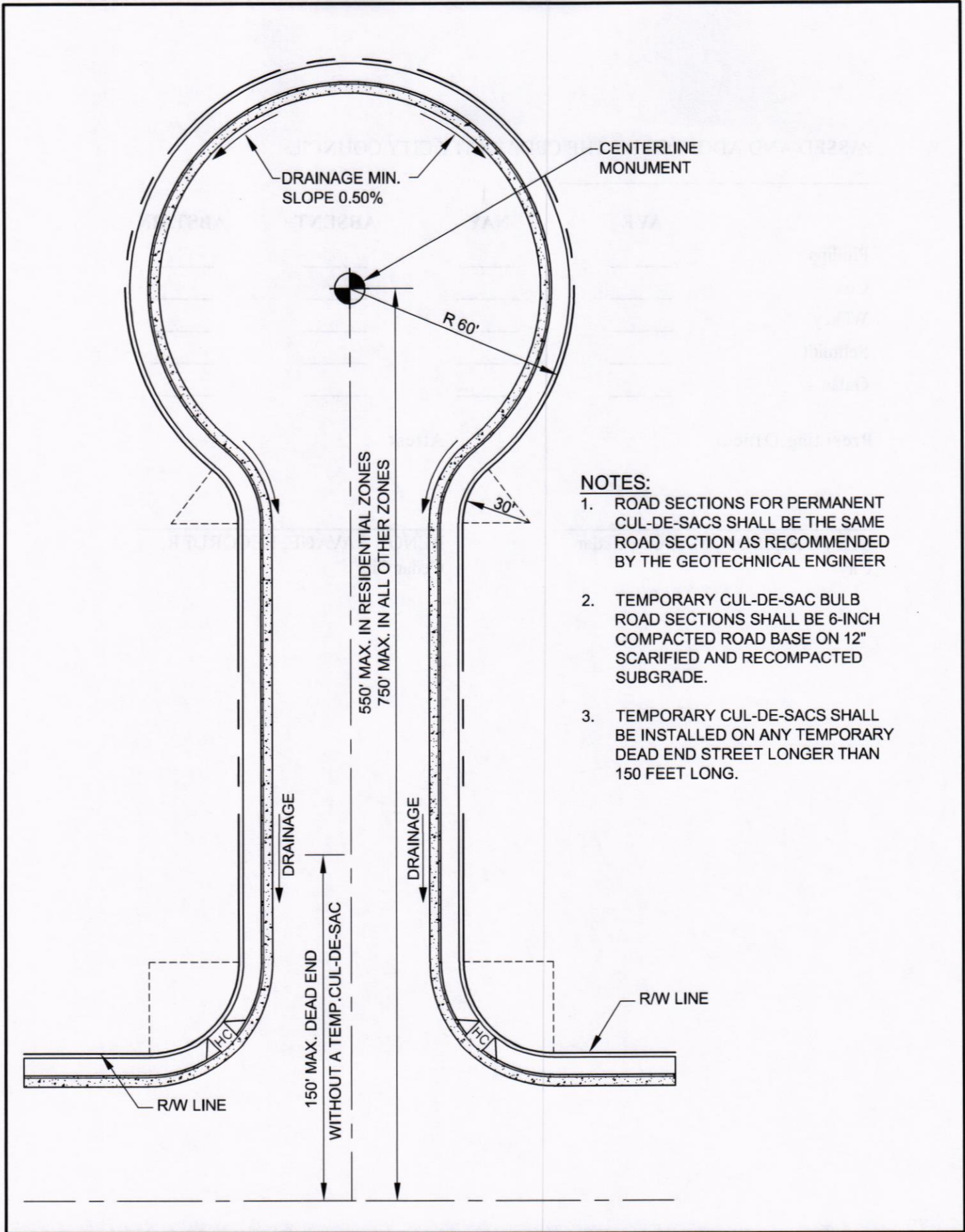
Attest

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STEVE NELSON, MAYOR, Cedar  
City

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RENON SAVAGE, RECORDER,  
Cedar City



**NOTES:**

1. ROAD SECTIONS FOR PERMANENT CUL-DE-SACS SHALL BE THE SAME ROAD SECTION AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER
2. TEMPORARY CUL-DE-SAC BULB ROAD SECTIONS SHALL BE 6-INCH COMPACTED ROAD BASE ON 12" SCARIFIED AND RECOMPACTED SUBGRADE.
3. TEMPORARY CUL-DE-SACS SHALL BE INSTALLED ON ANY TEMPORARY DEAD END STREET LONGER THAN 150 FEET LONG.

SHEET NO. <b>R6</b> FILE: R06	<b>TYPICAL CUL-DE-SAC</b>	<b>REVISIONS</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="font-size: small;">DATE</th> <th style="font-size: small;">DESCRIPTION</th> <th style="font-size: small;">BY</th> </tr> </thead> <tbody> <tr> <td style="font-size: x-small;">7/2021</td> <td style="font-size: x-small;">TEMP. CUL-DE-SAC LENGTH CHANGED</td> <td style="font-size: x-small;">J.A.S.</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	DESCRIPTION	BY	7/2021	TEMP. CUL-DE-SAC LENGTH CHANGED	J.A.S.							<b>CEDAR CITY</b> 10 NORTH MAIN STREET CEDAR CITY, UTAH 84720 PH. (435) 586-2063	SCALE: N.T.S. DATE: 3/2026 DRAWN: T.B.M. CHECKED: J.A.S.
DATE	DESCRIPTION	BY														
7/2021	TEMP. CUL-DE-SAC LENGTH CHANGED	J.A.S.														

CEDAR CITY COUNCIL

AGENDA ITEM – 12

TO: Mayor and City Council  
FROM: Tyler Galetka, Airport Manager  
DATE: April 15, 2026  
SUBJECT: JT Resources Inc (Massage Vending) Agreement at the Cedar City Regional Airport

DISCUSSION:

Approve Concession Agreement with Massage Vending, a JT Resources Inc company, in the Cedar City Regional Airport Terminal Building:

On March 6, 2026, the airport posted a Request for Proposals (RFP) for massage vending services in the main lobby and the new airport terminal expansion area located beyond the security screening checkpoint. One (1) RFP was received on the March 13<sup>th</sup> deadline by Massage Vending. The submittal by Massage Vending was satisfactory and met all the requirements.

The proposed agreement is for Massage Vending to provide massage chair services on a 12-month trial basis. Massage Vending is to provide a minimum of two chairs for this contract, one in the secured area, and one in the lobby. They will be permitted up to a maximum of four chairs. A standard 10% revenue share model will be used.

The attached contract received a positive recommendation from the airport advisory board.

Please consider the approval of this contract with Massage Vending.

## AIRPORT VENDOR AGREEMENT

This agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Cedar City Corporation, a municipal corporation and political subdivision of the state of Utah, hereinafter referred to as CITY; and Massage Vending, a JT Resources Inc company, hereinafter referred to as VENDOR.

**WHEREAS**, CITY owns the Cedar City Regional Airport, which includes the Airport Commercial Terminal and parking areas. The Airport provides scheduled commercial airline service and general aviation operations, serving as a key gateway to southern Utah. The Airport is seeking concession solutions that meet passenger needs while aligning with the Airport's commitment to safety, cleanliness, and customer service. The airport's commercial service currently includes one airline: SkyWest Airlines, a Delta Connection to Salt Lake International Airport; and

**WHEREAS**, VENDOR has proposed, on specific terms, providing massage chairs to the CITY to be located at the Cedar City Regional Airport Terminal owned and operated by the CITY, and

**WHEREAS**, the CITY believes it to be in the interest of the citizens of the CITY to work with VENDOR to provide the massage chairs, and

**NOW THEREFORE** it is hereby agreed between CITY and VENDOR that adequate consideration exists to support this agreement, and both agree as follows:

1. **Scope of Services:** Except as provided herein, VENDOR shall provide the following services;
  - A. VENDOR will provide the services covered by this instrument to include at a minimum of two (2) massage chairs in the Cedar City Airport Commercial Terminal.
  - B. VENDOR shall furnish all the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work.
  - C. VENDOR shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, regulations, ordinances, and standards.
2. **Cleaning:** VENDOR shall be responsible for the cleaning of all installed equipment at the Cedar City Airport Terminal.
3. **Revenue and Compensation:** VENDOR shall pay City a concession fee of ten (10) percent of gross sales. Payment shall be made on the tenth (10<sup>th</sup>) day of the following month. Gross sales shall be reported to the airport each month.

**4. Utility services and liability limitation:** CITY will provide and pay for utility service to the vending areas. VENDOR will be permitted to store its product in the vending area, but this will be at VENDOR's own risk. CITY will not be liable for damage to or loss of VENDOR's product due to utility failure, fire, flood, theft, act of God, or any other cause that may lead to damage to VENDOR's product. This limitation on liability for loss includes negligent acts, gross negligent acts, and intentional acts committed by CITY, its agents, employees, volunteers, and assigns. VENDOR may seek recovery from those individuals responsible for damaging their product, but CITY shall not have any liability.

**5. Equipment:** VENDOR will be responsible for installing, repairing, or replacing any equipment that is damaged, beyond normal wear and tear, or destroyed during VENDOR's use. As of signing this agreement VENDOR has inspected the equipment in the vending area and confirmed that it is in good working order. Any other equipment needed by VENDOR will have to be provided by VENDOR.

**6. Customer Service:** The VENDOR's service to the customer will reflect on CITY. VENDOR's agents, employees, and volunteers shall exhibit attitudes and actions toward the public that exemplify customer service. All employees, volunteers, or agents for VENDOR shall be eighteen (18) years of age or older. VENDOR shall comply with all provisions of State and Federal labor laws. VENDOR, its employees, agents, and assigns shall not exhibit any signs of alcohol, tobacco, or illegal drug use while working in the capacity of selling product during an event under this agreement.

**7. Special Conditions:** VENDOR understand that the airport operating environment presents to the operator a set of unique challenges that do not exist in a typical restaurant or shopping center setting. Listed below are some of the key factors that affect concession operations at an airport:

- A. Customers have a limited amount of time to spend in the boarding area
- B. Airport customers are primarily airline passengers traveling with carry-on luggage and in some cases wheelchairs and strollers. Any facility changes must be designed to accommodate passengers and their luggage
- C. Deliveries/maintenance must be made in accordance with City directives, policies, procedures and meet TSA requirements.

VENDOR understands that airline passenger activity and distribution are subject to change due to a variety of reasons outside of the Airport's control, including but not limited to public health emergencies, airport construction and reconfiguration, changes in airline traffic, airport security requirements, and other economic factors impacting airline travel patterns.

**8. Security Considerations:** VENDOR shall comply with all City and airport related security regulations as prescribed by 49 CFR Part 1542, and agree to employ such

measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the airport. VENDOR shall comply with Transportation Security Regulation Part 1542 and City security policies as presently outlined in the Airport Security Plan, as such Plan may be amended from time-to-time. VENDOR shall pay any forfeitures or fines levied upon it, or the Airport through enforcement of Part 1542, or any other applicable federal, state, or local regulation, due to acts or omissions of the VENDOR, its employees, agents, suppliers, invitees, or guests and for any attorney fees or related costs paid by the CITY because of any such violation. VENDOR shall comply with all current and future airport and FAA rules and regulations and policies and procedures in place for the airport. VENDOR will be responsible for obtaining all necessary Airport ID badges during the term of the Lease and Concession Agreement. All costs for complying with security regulations shall be the sole responsibility of the VENDOR. Any fines imposed by the CITY because of the VENDOR's actions or non-compliance with rules, regulations, policies, or laws shall immediately be paid to the CITY by VENDOR. The cost of obtaining an Airport ID badge shall be the sole responsibility of the applicant. The CITY shall have complete control over granting, denying, withholding, or terminating security clearance for VENDOR's employees. Clearance is required for all employees upon being hired or assigned to the airport. VENDOR shall not permit any employee to begin work until the CITY clears the employee through the airport's vetting process and issued the necessary documents, ID badges and credentials in order to enter sterile area.

**9. Airport Concession Disadvantaged Business Enterprise (ACDBE):** The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, applies to this concession. It is the policy of the Cedar City Regional Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. These requirements apply to all concession firms and suppliers, including those who qualify as an ACDBE. An ACDBE concession specific goal of 0.37 percent of purchases of goods and services has been established for this concession. VENDOR shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26 to meet the concession specific goal for ACDBE participation in the performance of this concession. VENDOR shall submit the following information: (1) the names and addresses of ACDBE firms and suppliers that will participate in the concession; (2) A description of the work that each ACDBE will perform; (3) The dollar amount of the participation of each ACDBE firm participating; (4) Written and signed documentation of commitment to use a ACDBE whose participation it submits to meet a contract goal; (5) Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime VENDOR's commitment; and (6) If the contract goal is not met, evidence of good faith efforts. Sample documents that may be used are provided in Attachment 4.

**10. Title VI – Civil Rights:** CITY, as Sponsor of the Cedar City Regional Airport, assures that no person shall on the grounds of race, color, national origin (including limited English proficiency (LEP), sex (including sexual orientation and gender identity), creed, or age, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (PL 100-259), Section 520 of the Airport and Airway Improvement Act of 1982, and related authorities (hereafter, "Title VI and related

requirements”), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives U.S. Department of Transportation (DOT) funding. Title VI also prohibits retaliation for asserting or otherwise participating in claims of discrimination. The CITY requires nondiscrimination assurances, as prescribed by Federal Aviation Administration (“FAA”), from each tenant, contractor, and VENDOR providing an activity, service, or facility at the Airport. Assurances must be included in any related lease, contract, or franchise agreement between the City and each tenant, contractor, and VENDOR, as well as in any similar agreements with their own subtenants and sub-contractors. VENDOR shall

**11. Compliance with Law:** All of VENDOR's operations shall comply with current or future state and federal law as well as all CITY ordinances and airport regulations.

**12. Term:** This agreement shall be effective upon being signed by both parties and for an initial period of one (1) year. If after the initial one (1) year term of this agreement is complete CITY and VENDOR wish to continue to operate under the same terms and conditions on a year to year basis, then parties may do so under the terms of this agreement without the necessity of entering into formal written extensions of this agreement.

**13. Independent Contractors:** At all times, VENDOR, its agents, employees, and assigns shall be independent contractors and not employees of CITY. VENDOR its agents, employees, and assigns are not entitled to any benefits from CITY, they are not volunteers of CITY, and they are not covered by any of the CITY's insurance policies. VENDOR shall be responsible for all expenses incurred by VENDOR in the performance of *its* services pursuant to this agreement including but not limited to workers compensation, unemployment, and long-term disability coverage for VENDOR's employees, agents, and assigns.

**14. Termination:** Either party shall have the right to terminate this agreement with or without cause upon giving sixty (60) days advance written notice of its intent to terminate. Upon termination VENDOR agrees to turn over to CITY all keys to the facility and return all equipment belonging to CITY in such a condition so that it is clean and in good working order.

**15. Hold harmless, indemnification, and required insurance:** In addition to any other limitations on liability contained herein, VENDOR agrees to indemnify and hold CITY, its elected and appointed officials, its employees, representatives, agents, and assigns harmless and agrees to indemnify them from any and all injuries or damages incurred as a result of VENDORS's acts and/or omissions in performing its services pursuant to this agreement

VENDOR shall obtain and maintain adequate public liability insurance from a reputable insurance company in amounts satisfactory to CITY and shall cause CITY to be

named as additional insured on such policies. VENDOR agrees that CITY may adjust the required insurance amount on a yearly basis in order to maintain insurance that exceeds the liability caps contained in the Utah Governmental Immunity Act. VENDOR shall also be responsible to provide such workers' compensation insurance, unemployment insurance, and long-term disability insurance as may be required by State law.

**16. Integration and amendment:** This agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof. This is an integrated agreement; any reviewing authority shall look only to the four corners of the agreement in an effort to determine the intention of the parties when entering the agreement. Unless otherwise specifically provided herein, this agreement may only be amended by a writing duly signed by authorized representatives of both CITY and VENDOR.

**17. Authority to bind respective parties:** The persons signing this agreement have been duly authorized by their respective entities to enter into this agreement and bind their respective entities to the terms of this agreement.

**18. Notices:** Notices required pursuant to the terms of this agreement shall be sent to:

Cedar City Corporation  
c/o Airport Manager  
2560 Aviation Way  
Cedar City, Utah 84721

VENDOR

Electronic correspondence may be sent for items required under this agreement. Electronic correspondence may be sent to: ([gt Tyler@cedarcityut.gov](mailto:gt Tyler@cedarcityut.gov)) and (insert VENDOR's email address). If either party changes their physical address or their electronic mail address they shall notify the other party of the change within thirty (30) days.

**19. VENDOR's restrictions and requirements:** During the course of the performance of this agreement and while occupying and using CITY's facilities VENDOR agrees to abide by the following restrictions:

- A. CITY shall not in any way be considered an agent, partner, or joint user with or for **VENDOR**;
- B. VENDOR shall not use the Cedar City Airport Terminal for any nuisance, offensive, noisy, or dangerous trade, business, or occupation;
- C. VENDOR shall not use the Cedar City Airport Terminal for any activity that violates City ordinances;
- D. VENDOR shall not use the Cedar City Airport Terminal for any auction, liquidation, fire or bankruptcy sale;
- E. VENDOR shall not permit or suffer any waste to the premises;

- F. VENDOR shall not display any posters, brochures, or written material within the Cedar City Airport Terminal that would advertise anything other than the items provided;
- G. VENDOR shall obtain and maintain a valid Cedar City business license;
- H. VENDOR shall exemplify excellent customer service skills. VENDOR'S inability to satisfactorily resolve customer complaints shall constitute grounds for termination of this agreement.
- I. I understand that CITY maintains a harassment free workplace and has a current policy on Harassment and Discrimination. I understand that if I am found in violation of this policy it will result in the termination of this agreement.

**20. Choice of Law, Jurisdiction, and Venue:** This agreement is subject to and shall be interpreted with the laws of the State of Utah. Jurisdiction is vested in the Utah District Court and venue is vested in the 5<sup>th</sup> Judicial District Court in and for Iron County, State of Utah.

**21. Conflict of Interest:** VENDOR represents that none of its officers or employees are officers or employees of the City unless disclosure has been properly made.

**22. Force Majeure:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond the party's reasonable control. CITY may terminate this Agreement after determining that such delay or default will reasonably prevent successful performance of the Agreement.

**23. Headings:** The paragraph headings contained herein are not intended to be substantive provisions of the agreement; they are a convenient guide for the reader. When interpreting the intent of the parties the paragraph headings shall not be binding on the parties. The substance the agreement as a whole shall be interpreted as the intent of the parties.

**24. Agreement not to be interpreted against the author:** CITY and VENDOR have had an opportunity to negotiate this agreement and consult with legal counsel as to the provisions contained therein. This agreement may not be interpreted against the author thereof. Rather the agreement shall be interpreted in a manner so that the intentions of the parties shall be fulfilled.

CITY's signature page.

[SEAL] ATTEST:

RECORDER

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Steven Nelson, 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 Steven Nelsen 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.

CEDAR CITY COUNCIL

AGENDA ITEM - 13

TO: Mayor and City Council  
FROM: Tyler Galetka, Airport Manager  
DATE: April 15, 2026  
SUBJECT: New Land Lease on Airport - 2208 W 1500 N

DISCUSSION:

Proposed - New Construction 100x110 Hangar for private use:

Mr. Jeff Obering, with O&O investment, would like to enter into a new lease on the property located on Lot 2208 W 1500 N. The intent of this lease is to develop a hangar for a separate private entity.

This lease is a typical improved land lease at the airport and meets all the airport rules and regulations. It is a 20-year lease with five, five-year renewables. We have set the rate at 40 cents per square foot in correlation with the approved rate listed on the City's fee schedule.

Please consider approving this lease.

## LEASE

**THIS AGREEMENT**, made and entered on this \_\_\_\_\_, day of \_\_\_\_\_ 2025, by and between CEDAR CITY CORPORATION, 10 North Main Street, Cedar City, UT 84720, a municipal corporation organized and existing under the laws of the State of Utah, hereinafter referred to as the LESSOR, and O&O Investment, LLC, hereinafter referred to as the LESSEE.

### WITNESSETH:

The LESSOR, in consideration of the rental herein agreed to be paid by the LESSEE, and other terms herein to be performed by LESSEE, hereby leases unto LESSEE, that parcel of property located at the CEDAR CITY REGIONAL AIRPORT, Cedar City, Utah, as described in Exhibit A and shown in Exhibit B, which includes 20,687.5 square feet of improved airport property.

## ARTICLE I

### TERMS AND RENTALS

1. Term. The term of this Lease shall be for a period of TWENTY (20) years commencing on the 1<sup>st</sup> day of May 2026, and expiring on the 30<sup>th</sup> day of April 2046, unless sooner terminated or extended as provided by this Lease. During said 20-year period, the parties shall evaluate the consideration set forth in paragraph 3 of this Article every 5 years to determine sufficiency or fairness thereof. Lessor may increase the consideration, at a rate not to exceed the aggregate percentage of increase in the overall national Consumer Price Index for the previous five (5) years and not to exceed a maximum of 15 percent. The lesser of the two rates will be utilized.

2. Option to Renew. LESSEE is hereby granted the option to renew this Lease for five

(5) separate and successive terms of five (5) years each, subject to revaluation of consideration pursuant to Article I, Section 4 of this document, provided, however, that LESSEE shall give LESSOR written notice of its intention to exercise its option at least sixty (60) days prior to the expiration of this Lease and at least sixty (60) days prior to the expiration of each successive five (5) year renewal term. Any termination for failure to exercise such option shall require thirty (30) days written notice to LESSEE. LESSEE may exercise the option within said 30-day period. Prior to the expiration of the final successive five (5) year renewal term or additional extensions, LESSEE may request to extend this agreement for an additional ten (10) years, subject to revaluation of consideration pursuant to Article I, Section 4 of this document, and subject to the following terms:

(a) Leasehold improvements must be in a condition that is acceptable to the LESSOR.

(b) LESSEE will ensure that continuous maintenance will be made to the leasehold improvements throughout the remainder of the contract and not to leave them in a state of disrepair, as determined by LESSOR.

(c) LESSEE understands that the extension of the lease will not be approved if the land may impede on any future airport expansion or redevelopment projects identified in the airport master plan.

3. Consideration. As and for consideration for the terms set forth herein, the parties stipulate and agree to the sum of \$8,275.00, based on \$0.40 sq. ft. per year.

4. Adjustment. Notwithstanding the above and subject to LESSEE exercising its option to renew pursuant to Article 1, Section 2, Premises lease rates shall be adjusted to the then City Fee Schedule lease rates.

## ARTICLE II

### **SPECIAL COVENANTS-CEDAR CITY REGIONAL AIRPORT**

1. Airport Purposes. The LESSEE agrees as a condition precedent to this Lease and to the use and occupancy of the Lease premises that the LESSEE shall at all times use the leased premises for the primary purpose of constructing and occupying one (1) hangar. LESSEE shall commence construction by way of obtaining a building permit within one year from the date of commencement of this Lease. It is the purpose of this Lease to foster air commerce at Cedar City Regional Airport, and it is not the intent of this Lease to provide premises for uses which do not promote the development and use of the Cedar City Regional Airport. All uses normally incidental to an airport such as car rental agencies, limousine service, restaurants, non-aeronautical businesses, insurance sales, and other such incidental services not directly related to general and commercial aviation are expressly prohibited unless specifically permitted or provided for in this Lease. Any assignment or sub-lease of the leased premises shall comply at all times with these conditions as to use and occupancy of the premises. Any primary use or occupancy contrary to the purposes set forth in this agreement shall constitute a breach of this Lease, and any assignment or sub-lease permitted under the provisions of this Lease shall contain this limitation.

#### 2. LESSEE'S PURPOSE.

(a) LESSEE intends to comply with the use and occupancy policies stated in the Lease and will occupy the premises for the purposes of constructing and occupying one Aircraft Hangar.

(b) The LESSEE agrees to notify the LESSOR in writing of any intended change of

primary purpose prior to any such change being made by the LESSEE. Any such change in primary purpose shall be first approved by the LESSOR. The LESSOR shall promptly review the proposed change in purpose, and shall consent in writing to the proposed change if such change is consistent with the purposes set forth in paragraph 1 (Airport Purposes) of this Article. It is understood that these provisions as to change are necessary in order for the City to be advised at all times of the various uses and purposes of uses of all the leased premises on Cedar City Regional Airport.

(c) Failure to commence construction by way of obtaining the building permit within 1 year of the date of commencement of this lease shall constitute a material breach of this Lease Agreement.

(d) LESSEE is responsible for cleanup of all construction refuse from results of any construction on their leased land. All clean-up must be accomplished within fourteen (14) days of completion of construction and issuance of Certificate of Occupancy. If cleanup is not accomplished by LESSEE, LESSOR may at their choosing perform the cleanup and bill LESSEE for cleanup services.

3. Other Uses. The LESSEE shall not use or permit any part of the leased premises to be used for any unlawful purpose or for any purpose or use that may constitute a nuisance or fire hazard. The LESSEE shall not use or allow the leased premises or any part thereof to be used or occupied for any purpose in violation of any law, lawful order, rule or regulation concerning the operation or use of Cedar City Regional Airport. LESSEE acknowledges that they are to abide by all rules and regulations of the Cedar City Regional Airport and that these rules and regulations may change over the life of the lease.

4. Subordination of Lease.

(a) This Lease shall be subordinate to the provisions of any existing or future agreement between the LESSOR and the United States relative to the operation or maintenance of Cedar City Regional Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development or operation of Cedar City Regional Airport.

(b) In connection therewith, the LESSOR has undertaken and may in the future undertake certain obligations respecting its operation of Cedar City Regional Airport and activities of its contractors, lessees and permittees thereon. The performance by LESSEE of the covenants, promises and obligations contained in this agreement is therefore a special consideration and inducement to the execution of this agreement by the LESSOR and LESSEE. The LESSEE further covenants and agrees that if the administrator of the Federal Aviation Administration, or any other governmental official or body having jurisdiction over the enforcement and the obligations of the City in connection with Federal or State aid, shall have made any orders or required recommendations respecting the performance by LESSEE of its obligations under this agreement, LESSEE shall promptly comply therewith, at such times and to the extent that the City may direct consistent with said orders or required recommendations. Failure on the part of the LESSEE promptly to comply with any such notice or direction shall be cause for cancellation of the agreement by LESSOR.

5. LESSEE's Right to Terminate. Should any governmental body, agency, or official, other than LESSOR, prohibit or otherwise prevent for an unreasonable length of time the use of Cedar City Regional Airport in its present condition for a public airport, or should the continued

use of Cedar City Regional Airport as an airport otherwise become impossible or unlawful without the fault of the LESSEE, the LESSEE shall have the option to terminate the Lease on thirty (30) days written notice to the LESSOR, and upon such termination, this agreement shall be at an end. The LESSOR shall notify the LESSEE in writing of the prohibition, and the failure of the LESSEE to exercise the option to terminate within thirty (30) days shall terminate the LESSEE's right of option. The LESSOR shall not be responsible for reimbursement of LESSEE for any improvements that have been made by LESSEE if the lease is terminated for any reason, and ownership of all improvements shall become the absolute property of the LESSOR.

6. Discriminatory Acts Prohibited.

(a) The LESSEE shall furnish any service to be rendered by the LESSEE in connection with or upon leased premises on a fair, equal, and not unjustly discriminatory basis to all users thereof.

(b) The LESSEE, in its use and occupancy of the leased premises, shall not discriminate against any person or class of persons by reason of race, color, religion, sex, age, handicap or national origin.

(c) The LESSOR shall give ten (10) days notice to the LESSEE of any alleged violations of sub-paragraph (a) or (b) and request the LESSEE either correct or justify any such alleged violation. In the event that such allegation remains in dispute, the matter shall be resolved by final decision of the appropriate administrative body or Court of competent jurisdiction. LESSEE shall have thirty (30) days to comply with said decision; in the event of non-compliance, this Lease shall terminate. Any service or rate regulated by a State or Federal regulatory agency shall be deemed to be in compliance with the requirements of sub-paragraphs

(a) or (b) until shown to be otherwise in an appropriate proceeding before the agency.

(d) The LESSOR, at its option, may forthwith terminate this Lease without any liability to LESSEE thereunder for any failure by LESSEE without justification to comply with the provisions of subparagraph (a) and (b), subject to the provisions of the preceding paragraph8).

7. Sign. The LESSEE may not, without the LESSOR's consent, place or erect any sign on the leased premises. At the termination of this Lease, any such signs shall be removed by the LESSEE at the LESSEE's own expense.

8. LESSOR Definition. The LESSOR includes the City Manager and the Public Works Director.

### ARTICLE III

#### DEFAULT AND ENFORCEMENT

1. Acts of Default Defined. Each of the following shall be deemed a default and a breach of this Lease:

(a) Failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements and provisions of this Lease on the part of the LESSEE or LESSOR for a period of thirty (30) days after notice, except that if any default is not susceptible of being cured within thirty (30) days, either party shall be permitted an extension of thirty (30) days to cure such default, provided they commence promptly and proceed diligently and in good faith to cure such default within the thirty (30) day period; or

(b) The abandonment of the premises by the LESSEE, the adjudication of the LESSEE as a bankrupt, the making by the LESSEE of a general assignment for the benefit of creditors, or any insolvency act that jeopardizes LESSOR's rights hereunder, the appointment of a permanent

receiver or trustee in bankruptcy for the LESSEE's property, the appointment of a temporary receiver or trustee in bankruptcy for the LESSEE's property, or the appointment of a temporary receiver not vacated or set aside within ninety (90) days from such appointment, for a period of ten (10) days after notice.

2. LESSOR's Remedies on Default. In the event of any such default by the LESSEE, and at any time thereafter the LESSOR elects to terminate this Lease upon a specified date not less than thirty (30) days after the date of serving such notice, except in case of a default under sub-division (b) of paragraph 1 of this Article in which event such notice shall not be less than ten (10) days from the date of service of such notice, this Lease shall then expire on the date so specified as if the date had been originally fixed as the expiration date of the term, including all options for renewal herein granted, unless such default shall be deemed waived by instrument in writing signed by the LESSOR, or cured by LESSEE before the expiration of the period specified in the notice of termination of this Lease served on the LESSEE. It is expressly agreed by the LESSEE that the written notice may, at the LESSOR's option, by statement expressly included in the notice, be the written notice required by the forcible entry and detainer statutes.

3. LESSEE Remedies on Default. In the event of LESSOR's default, and at any time thereafter, the LESSEE may, upon written notice to the LESSOR, be entitled to the following:

(a) All rights and remedies available at law or in equity, said rights and remedies to be cumulative; and

(b) The option of terminating the lease without further liability, upon thirty (30) days notice filed by the LESSEE to the LESSOR.

4. LESSOR's Re-entry on Default. In the event that this Lease shall be terminated as

provided in paragraph 2 of this Article, or otherwise, or in the event that the premises, or any part thereof shall be abandoned by the LESSEE, 30 days vacancy of the premises without notice shall be deemed abandonment, the LESSOR may immediately or at any time thereafter, re-enter and resume possession of the premises or any part thereof, and remove all persons and property therefrom, either by a suitable action or proceeding at law, or by any other lawful means. No re-entry by the LESSOR shall be deemed an acceptance of a surrender of this Lease or a liquidation or satisfaction to any extent whatever of LESSEE's liability to pay rent and additional rent as herein provided.

5. Right of LESSOR to Re-let. In the event that this Lease shall be terminated as herein provided, or otherwise, or if the premises, or any part thereof, shall be abandoned by the LESSEE, the LESSOR may, in its own name, but as agent for the LESSEE if the Lease be not terminated, or if the Lease be terminated in its own behalf, re-let the whole or any portion of the premises for any period equal to or greater or less than the remainder of said term, for any sum which it may deem suitable and satisfactory, and for any use and purpose which it may deem appropriate, and in connection with any such Lease the LESSOR may make such changes in the character of the improvements on the premises as the LESSOR may determine to be appropriate or helpful effecting such Lease. However, in no event shall the LESSOR be under any obligation to re-let the premises to any lessee which the LESSOR, in the exercise of reasonable discretion, shall deem to be objectionable. The LESSOR shall not in any event be required to pay the LESSEE any surplus of any sums received by the LESSOR on a re-letting of the premises in excess of the rent reserved in this Lease.

6. Damages on Default. In the event that this Lease is terminated by reason or default, or

if the premises shall have been abandoned, whether or not the premises are re-let, the LESSOR shall be entitled to recover from the LESSEE, and the LESSEE shall pay to the LESSOR the following costs:

(a) An amount equal to all expenses, if any, including reasonable attorney's fees incurred by the LESSOR in recovering possession of the premises, and all reasonable costs and charges for care of the premises while vacant, which damages shall be due and payable by the LESSEE to the LESSOR at such time as such expenses shall have been incurred by the LESSOR; and

(b) An amount equal to the amount of all rent reserved under this Lease, less the net rent, if any, collected by the LESSOR on the several days on which the rent would have become due and payable; that is to say, upon each of such days the LESSEE shall pay to the LESSOR the amount of deficiency then existing. Such net rent collected on re-letting by the LESSOR shall be computed by deducting from the gross rents collected all expenses incurred by the LESSOR in connection with the re-letting of the premises or any part thereof, including, without limitation, brokers' commissions and the cost of repairing the premises or removing any structures.

7. Separate Action for Damages. Without any previous notice of demand, separate action may be maintained by the LESSOR against the LESSEE from time to time to recover any damages which, at the commencement of any such action, have then or theretofore become due and payable to the LESSOR under this Lease, without waiting until the end of the then-current term.

8. LESSOR's Failure to Enforce and Non-waiver. No failure by the LESSOR to insist upon the strict performance of any term, condition or covenant of this Lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rentals during

the continuance of any such breach shall constitute a waiver of any such breach or any such term, condition, or covenant. No term, condition or covenant of this Lease required to be performed by the LESSEE, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by the LESSOR. No waiver of any breach shall affect or alter any term, condition or covenant of this Lease, and such term, condition or covenant shall continue in full force and effect with respect to any other than existing or subsequent default or breach thereof, and any other or subsequent default or breach may be enforced by the LESSOR as provided by this Lease.

9. LESSOR's Rights Cumulative. The rights given to the LESSOR in this Lease are cumulative, and in addition to any right that may be given to the LESSOR by any statutes, rule of law or otherwise, the LESSOR may exercise any such rights without limitations.

10. LESSOR's Right to Perform. If the LESSEE shall be in default hereunder, the LESSOR at LESSOR's discretion may cure such default on behalf of the LESSEE for the account and at the expense of LESSEE, in which event the LESSEE shall reimburse the LESSOR for all sums paid to effect such cure, together with interest at the rate of eight percent (8%) per annum and reasonable attorney's fees. In order to collect such reimbursements the LESSOR shall have all the rights and remedies available under this Lease for a default of payment of rentals. The LESSOR shall give thirty (30) days notice to the LESSEE of LESSOR's intent to cure the defect, but no notice shall be required if in the LESSOR's reasonable opinion an emergency exists. The provisions of this paragraph shall survive the termination of this Lease.

11. Rights of Access. The LESSOR shall have the right to enter upon the leased

premises during reasonable hours (except in an emergency) to examine it, to show it to prospective Lessees, to post a "to let" or other similar signs within six (6) months prior to the expiration of any term, and to inspect, repair and take care of any utilities thereon. The LESSOR reserves the right of access and the right to abate any nuisances or hazardous conditions on the premises at LESSEE's account and expense, including reasonable attorneys' fees, existing after ten (10) days notice has been given to abate such nuisance, hazard, provided no notice shall be required when in the LESSOR's reasonable opinion an emergency exists.

12. Surrender of Premises. At the expiration of any Lease term, or upon termination of this Lease as provided herein, the LESSEE shall peacefully and quietly surrender the leased property in as good a condition as it was at the beginning of the initial term, reasonable use and wear and damages by the elements excepted.

13. Design of Building and Improvements. The design of any additional buildings or external improvements to be placed on said leased property by LESSEE shall first be approved by LESSOR as to size, location, and materials used in the installation of the same. Furthermore, the height of any such building erected by LESSEE shall not exceed heights as set forth in FAA regulations.

14. Compatible Land Use. Unauthorized development of residential living quarters by the LESSEE is declared an event of default by the LESSEE under this agreement

15. Landscaping. Landscaping shall be installed and maintained by the LESSEE to conform to the requirements of the protective covenants of the Cedar City Industrial Park at LESSEE's expense.

16. Storage. Storage of any and all materials by LESSEE shall be made within the

building installed by LESSEE on the premises and no equipment, trailers or other items, other than operable vehicles and aircraft, shall be stored outside said buildings. LESSEE shall maintain clean premises and shall not allow the accumulation of waste or garbage. At no time will LESSEE park any aircraft or vehicles on a non-paved surface.

#### **ARTICLE IV**

##### **GENERAL COVENANTS**

1. Conditions and Status of Premises. The LESSEE represents that LESSEE has examined the leased premises and accepts the premises in the condition in which they are, without representation or warranty, express or implied in fact or by law, by the LESSOR as to the title, nature, condition or usability of the premises for the purposes set forth in the Lease. Lessor warrants that it has title to the property, and the capacity, both legal and actual, to enter into this Lease and to grant the estate free and clear of any other liens or claims.

2. Maintenance of Premises. The LESSEE shall keep and maintain at all times the entire premises in good repair and in a neat, orderly and sightly condition. The LESSEE shall not cause or permit to remain any litter, debris, or other items and materials of any kind whatsoever (including garbage, gasoline drums, whether with or without any value) to be stored or to remain upon the leased premises without the express permission of the LESSOR. The LESSEE shall agree to remove all materials including litter, when so requested by the LESSOR, and upon the failure of the LESSEE to do so within five (5) days after such notification, the LESSOR may so remove or restore the premises at LESSEE's expense.

3. Compliance with Law. LESSEE shall comply with, abide by and conform to all laws, governmental order, City Charter, ordinances, Airport Rules Regulations and Minimum

Standards, including any future amendments thereto, controlling or in any manner affecting LESSEE's use or occupancy of the premises, provided LESSOR shall indemnify and hold LESSEE harmless from damages resulting from hazardous materials not introduced by LESSEE.

4. Inspection. The LESSEE shall permit the LESSOR, or LESSOR's authorized agents and employees, to enter upon the premises at any reasonable appointed time for the purpose of inspecting condition of the premises or the use thereof.

5. Taxes and Assessments. The LESSEE, in addition to the rentals provided for herein, shall pay when due (and before delinquency) all taxes, assessments and charges upon the leased premises, and upon buildings, improvements and property thereon, which are assessed or charged at any time during the term, including all required Cedar City business licenses. The LESSEE shall have the right at all times to protest any assessments of taxes or other assessments or charges, but the LESSOR may require the LESSEE to deposit with the LESSOR any sums in dispute to insure payment in the event that any protest is unsuccessful. This paragraph expressly excludes mechanic's and materialman's liens covered under Article IV-14.

6. Utilities. The LESSEE shall pay and be responsible for all charges for gas, electricity, water, light, heat, power, sewer and other utility services used in or about or supplied to the leased premises.

7. Liability. The LESSOR shall not be liable for injury or damage to persons or property occurring within or upon the leased premises, unless caused by or resulting from the negligence of the LESSOR or any of the LESSOR's agents, servants or employees in the operation or maintenance of the leased premises. LESSEE covenants that LESSOR is to be free from liability and claim for damage by reason of any injury to any person or persons including LESSEE, its

agents, or employees, or property of any kind, whatsoever belonging, including LESSEE's, resulting from any cause or causes whatsoever, except for alleged claims based upon negligence or other misconduct by the LESSOR, while in, upon, or in any way connected with the premises during the term of this Lease, or any use or occupancy hereunder. LESSEE covenants to indemnify and hold harmless LESSOR from all liability, loss, costs (including LESSEE's or LESSOR's attorneys' fees) and obligations on account of or arising out of any such injuries or losses, however occurring, including any acts, negligent or otherwise, by the agents, independent contractors, employees, or servants of the LESSEE, and the LESSEE agrees to defend the LESSOR at the LESSEE's cost (including attorney's fees) against all such claims, actions or suits, brought against the LESSOR.

8. Liability Insurance. LESSEE shall at all times during the term of this Lease maintain in force an insurance policy or policies which will name LESSOR and LESSEE as insured against all liability resulting from injury occurring to persons in or about the premises, the liability for such insurance to be not less than \$600,000.00, for any one person injured, \$2,000,000.00 for any one accident and \$200,000.00 for property damage. LESSEE shall provide a Certificate to LESSOR verifying said insurance. The original of such policy or policies shall remain in the possession of LESSEE, provided however; LESSOR shall have the right to receive from LESSEE, upon demand, a duplicate policy or policies of any such insurance.

9. Subsidence. The LESSOR shall not be responsible for any washout, subsidence, avulsion, settling or reliction neither to the premises, nor for any injury caused thereby to the property of the LESSEE or any person occupying the premises. The LESSOR shall not be obligated to replace, refill or improve any part of the leased premises during LESSEE's

occupancy, in the event of such washouts, subsidence avulsion, settling or reliction.

10. Risk of Loss. No destruction or damage to any building or improvement on the leased premises by fire, rain, ice, snow, windstorm, earthquake, aircraft accident, or any other casualty or action of the elements shall entitle the LESSEE to surrender possession of the leased premises, to terminate this Lease, to violate any of its provisions, or to cause any rebate or abatement in rent when due or thereafter becoming due under the terms hereof, except that if 60% or more of LESSEE's building on the premises are damaged or destroyed through acts of God or acts beyond the control of LESSEE, the LESSEE may terminate this Lease upon 30 days written notice, provided LESSEE shall repair or renovate structures, or remove debris, whichever is most economically feasible. If LESSEE elects to rebuild or remain on the premises, all obligations hereunder shall continue.

11. Repair and/or Rebuilding. Upon the destruction or damage to any building or structure by fire, rain, ice, snow, windstorm, earthquake, aircraft damage, or any other casualty or action of the elements, the LESSEE shall have the right to repair, restore or rebuild the building or structure, so long as construction commences within six (6) months and is complete within one (1) year after the date of such occurrence. LESSOR may extend the above deadlines at LESSOR's discretion. If LESSEE chooses to repair or rebuild, all obligations hereunder shall continue.

12. Condemnation.

(a) If the leased premises, or any part thereof, rendering the remainder unusable is taken by eminent domain, this Lease shall expire on the date when the leased property is taken by a declaration of taking, without prejudice to LESSEE's rights against condemnor, or on the date

when the condemnor is granted possession of the premises and the rent shall be apportioned as of that date.

(b) The LESSEE shall be entitled to the award of the building structures and improvements placed upon the premises by the LESSEE whether existing at inception or subsequently erected, and the LESSOR shall be entitled to the award from the ground leased and for any improvements placed upon and benefitting the premises by the LESSOR or acquired by the LESSOR from the LESSEE or any other person.

(c) The LESSEE shall be entitled to relocation costs if provided by law.

13. Reservation of Rights of Way and Easements. The LESSOR reserves for the purpose of constructing and maintaining City utilities:

(a) The right of reasonable ingress and egress to, over and from the leased premises for these purposes; and

(b) Reasonable easements over, under and through the leased premises for these purposes.

14. Liens and Encumbrances. If at any time during said term, whether during the period of construction or reconstruction of buildings, or at any other times, any liens or encumbrances of mechanic, laborers or materialmen, or secured transactions (not consented to by the LESSOR), shall be filed against the premises or any part thereof, the LESSEE shall, at its own expense procure the liens and/or encumbrances to be discharged by payment, bonding or otherwise as provided by law, and as a condition precedent to this Lease, discharge the liens or encumbrances within thirty (30) days after receiving written notice from the LESSOR that the same is filed or recorded, provided however, LESSEE shall have the right to contest the validity

or amount of any such lien or claimed lien. In the event of such contest, LESSEE shall give to LESSOR reasonable security as may be demanded by LESSOR to insure payment thereof and prevent any sale, foreclosure or forfeiture of the premises or improvements by reason of such non-payment. Such security need not exceed on and one-half times the amount of such lien or claimed lien. The LESSEE, upon reasonable notice and request in writing from the LESSOR, shall also defend for the LESSOR, at the LESSEE's sole cost and expense, any action, suit or proceeding which may be brought on or for the enforcement of any lien or encumbrance and shall pay any damages and satisfy and discharge any judgment entered in such action, suit or proceeding and save harmless the LESSOR from any liability claim or damages resulting therefrom. In the event of default by the LESSEE procuring the discharge as aforesaid of any such lien, or security transaction, the LESSOR may, at the LESSOR's option, terminate this lease, or without further notice procure the discharge thereof by bonding or payment or otherwise, and all cost and expenses to which the LESSOR may be put in obtaining such discharge shall be paid by the LESSEE to the LESSOR as additional rent.

15. Assignment or Sub-leasing.

(a) The LESSEE shall not assign or sub-let any interest in the premises, without the prior written consent of the LESSOR; said consent shall not be unreasonably withheld. Any violation of this covenant shall be subject to the provisions of Article III, Default and Enforcement, of this agreement. The LESSEE covenants not to assign or sub-lease its interest in the premises unless the proposed assignee or sublessee agrees in writing to assume and perform all the terms, conditions and covenants of the Lease imposed by the LESSOR. The LESSEE shall furnish the LESSOR with a copy of any proposed assignment or sub-lease for approval prior to any

assignment or sub-lease, and shall further furnish a copy to the LESSOR of any executed assignment or sub-lease.

(b) No assignment, sub-lease, or occupancy permitted under sub-paragraph (a) of this paragraph shall relieve LESSEE of any of LESSEE's obligations herein, and LESSEE agrees to hold the LESSOR harmless from loss because of the non-payment of rentals, taxes or assessments or other charges incurred on the premises by any assignee, sub-lease or occupant.

(c) Prior written consent by the LESSOR shall not be unreasonably withheld. Consent to the sub-lease or assignment may only be withheld if the proposed sub-lease or assignment, or the use represented thereby, is contrary to the provisions of this Lease, or violates FAA criteria for airport related property.

16. Mortgages and Encumbrances.

(a) The LESSEE covenants that it shall not mortgage or otherwise encumber this Lease (including LESSEE's leasehold estate in the installation of improvements thereon) without the prior consent of the City in writing. Any violation of this covenant shall be subject to provisions of Article III, Default and Enforcement, of this agreement. In no event shall there be at any time more than one existing mortgage of this lease.

(b) The LESSOR's consent to the mortgage or encumbrance shall not be unreasonably withheld. The LESSEE shall furnish the LESSOR with a copy of any security transactions mortgaging or encumbering the premises for the LESSOR's approval prior to any mortgaging or encumbering of the premises, and shall further furnish a copy to the LESSOR of any such executed security transactions.

17. Quiet Enjoyment. Conditioned upon LESSEE's paying the rent herein provided and

performing and fulfilling all covenants, agreements, conditions and provisions of this Lease herein to be kept, observed and performed by LESSEE, LESSEE shall have and may at all times during the term hereby granted peaceably and quietly hold, have and enjoy the leased premises.

18. Buildings and Improvements. At the conclusion of this Lease, any building, fixtures, and improvements then existing on the premises shall belong to LESSOR and all personal property shall belong to LESSEE. LESSEE may, however, remove any building and restore the property to its original condition.

19. Holdover. In the event the LESSEE shall hold over after the termination of this Lease for any cause whatsoever, such holding over shall be deemed a tenancy from month to month only, at the same rental per month and upon the same terms, conditions and covenants as set forth herein. Such holding over period shall include any time employed by the LESSEE to remove any buildings, structures or improvements permitted by this Lease.

20. Modification. The Lease shall not be modified, altered or changed in any way whatsoever unless in writing and signed by both parties hereto.

21. Notice.

(a) Any notice under this Lease shall be in writing and shall be sent registered or certified mail to the last known address of the parties to whom the notice is to be given, as designated by such party in writing. The LESSOR hereby designates its address as: 10 North Main Street, Cedar City, Utah 84720. The LESSEE hereby designates its address as: 943 South Main Steet, Suite 6, Cedar City, Utah 84720.

(b) Any notice shall be deemed to duly govern only if mailed in a postpaid envelope addressed as provided in sub-paragraph

(c) If either party admits, either in writing or under oath, the receipt of notice, evidence of service in accordance herewith shall not be necessary.

(d) Any notice, demand, request or other communication required to be in writing shall be deemed to have been given at the time it is duly deposited and registered in any United States Post Office. This provision shall not apply to any payments of rentals or monies required under this Lease.

22. LESSEE Independent Contractor. LESSEE is and shall be an independent contractor, and shall be in no manner whatsoever the agent or servant of the LESSOR. The LESSEE is responsible to all parties for all of its acts or omissions, and the LESSOR shall be in no way responsible therefore.

23. Jurisdiction. It is agreed that any civil action concerning this Lease shall be commenced in a court of competent jurisdiction in Iron County, Utah.

24. Time is of the Essence. It is agreed and understood by the parties that time is of the essence as to each and every provision, condition, covenant or other term of this Lease.

25. Captions. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease, nor the intent of any provisions thereof.

26. Successors in Interest. All of the terms, covenants, conditions and agreements herein contained shall in every case be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, and all terms, covenants, conditions and agreements contained herein shall be deemed to be not only for the benefit of and enforceable against the LESSEE, but also against the heirs, legal representatives, successors and assigns of the LESSEE,

and that the LESSEE shall not be discharged from any liability by any assignment or sub-lease of the premises, or any part thereof, or of this Lease, notwithstanding the fact that the LESSOR has consented to such sub-lease or assignee as a Lessee hereunder.

27. Recordation of Lease. The LESSOR intends to record this lease with the Iron County Recorder.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year set forth above.

LESSOR:

\_\_\_\_\_  
Garth Green, MAYOR  
Cedar City Corporation

ATTEST:

\_\_\_\_\_  
RENON SAVAGE, CITY RECORDER

STATE OF UTAH    )  
                          : Ss.  
COUNTY OF IRON )

This is to certify that on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Garth 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 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

LESSEE:

\_\_\_\_\_  
Jeff Obering  
O&O Investment, LLC

STATE OF UTAH)

: Ss.

COUNTY OF IRON)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ who duly acknowledged to me that he/she/they signed the above and foregoing document.

\_\_\_\_\_  
NOTARY PUBLIC

CEDAR CITY COUNCIL

AGENDA ITEM – 14

TO: Mayor and City Council  
FROM: Tyler Galetka, Airport Manager  
DATE: April 15, 2026  
SUBJECT: AIP 048 – ARFF Apparatus Change Order #1

DISCUSSION:

Approve FAA Change Order #2 for the Aircraft Rescue Fire Fighting (ARFF) apparatus, increasing total project budget by \$11,733.68:

This requested change order will include the final costs of replacing of traditional AFFF foam for the new F3 fire-fighting foam with the delivery of the new ARFF apparatus.

If approved, this change order will be requested on the existing FAA AIP Grant, where the airport will be required to pay 5% of the total cost. The total cost increase will be \$11,733.68, at which the airport will need to budget for an additional match of \$586.68 in this year's budget.

Airport staff is looking for approval to move forward with requesting the final approval from the FAA.

CEDAR CITY COUNCIL  
AGENDA ITEMS - 15  
DECISION PAPER

**TO:** Mayor and City Council

**FROM:** City Manager

**DATE:** April 13, 2026

**SUBJECT:** Consider an indemnification agreement with the South and West Field Irrigation Company.

Before presenting this item to you I need to disclose my conflicts of interest. I am employed by Cedar City, and in that capacity and because the City is the largest single shareholder in South and West Field Irrigation Company, I also serve as the President of the Board of Directors for the irrigation company. Having that in mind, please consider the following.

Cedar City has worked with the Rotary Club for the past couple of years to fund and construct improvements in West Canyon Park. One of the improvements is to the ditch running through the park. The improvements to the ditch included re-shaping the ditch, concreting the ditch, and adding play features and rocks into the ditch. The improvements to the ditch have been publicized as part of a water feature at the park. The ditch is owned and operated by the South and West Field Irrigation Company.

The irrigation company is very concerned about the number of accidents in the ditch since it has been improved. The irrigation company is requesting Cedar City to indemnify the irrigation from liability for the continued use of the ditch as a play feature. In the alternative the irrigation company would request that the City pipe the ditch so as to avoid civil liability and still allow the delivery of irrigation water through the park. Below is a copy of a proposed indemnification agreement.

Prior to making this request, staff solicited the opinion of our liability insurance agency, URMA. In an email URMA stated that they would not recommend Cedar City enter an agreement that would take on the liabilities of the irrigation company.

If you have any questions, please ask. Please consider the following indemnification agreement. Thank you.

**INDEMNIFICATION AGREEMENT**  
**BETWEEN SOUTH AND WEST FIELD IRRIGATION COMPANY, INC.**  
**AND CEDAR CITY, UTAH**

THIS INDEMNIFICATION AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_, ["Effective Date"] by and between South and West Field Irrigation Company, Inc., a non-profit corporation (hereinafter referred to as "Irrigation Company"), and Cedar City, Utah, a municipal corporation (hereinafter referred to as "City").

**RECITALS**

**WHEREAS**, the Irrigation Company owns, operates, or is otherwise responsible for certain irrigation water and water conveyance facilities, including an open ditch or channel that carries the Irrigation Company's water through Cedar City Canyon Park in Cedar City, Utah ("Canyon Park"); and

**WHEREAS**, portions of this irrigation ditch running through the Canyon Park have been used by citizens for recreational purposes prior to the below mentioned renovations; and

**WHEREAS**, educational simulated irrigation equipment and related interpretive features were installed in or adjacent to the ditch by the Rotary Club for educational purposes, and the City has agreed to maintain, inspect, repair, replace, and oversee such equipment and the surrounding public park area; and

**WHEREAS**, the City permits or invites members of the public to enter, use, and enjoy Canyon Park and areas in proximity to the ditch and educational features, while the Irrigation Company's interest in the ditch within Canyon Park is limited to the conveyance of irrigation water and does not include management of public recreation, supervision of park visitors, or public safety measures for park users; and

**WHEREAS**, while the general public, including minors, are using Canyon Park, they are invited to enter in and play in or about the ditch and utilize the educational features for entertainment purposes, and while doing so may suffer injury, including without limitation slips, falls, entanglement, immersion, or drowning; and

**WHEREAS**, the parties desire to allocate responsibility for such risks and to protect the Irrigation Company from claims arising from the City's maintenance and public use of Canyon Park;

**NOW THEREFORE**, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**AGREEMENT**

**ARTICLE I: INDEMNIFICATION**

1. **Indemnity.** To the fullest extent permitted by Utah law, the City agrees to defend, indemnify, and hold harmless the Irrigation Company, its directors, officers, members, employees, agents, representatives, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, liabilities, damages, losses, judgments, actions, suits, proceedings, fines, penalties, settlements, and costs and expenses, including reasonable attorney fees and costs (collectively, "Claims"), arising out of or related to:
  - a. bodily injury, personal injury, sickness, disease, death, drowning, slip-and-fall, trip-and-fall, or other injury to any person occurring in Canyon Park, the ditch, the water therein, or any access point, embankment, crossing, path, fence, barrier, bridge, or park improvement associated therewith;
  - b. the design, existence, installation, inspection, maintenance, repair, replacement, operation, use, or condition of any educational simulated irrigation equipment, interpretive display, signage, structure, or appurtenance located in or near the ditch within Canyon Park;
  - c. the public's entry upon, proximity to, use of, or interaction with the ditch, irrigation water, park grounds, or educational features; and

- d. any act or omission of the City or its officers, employees, agents, contractors, volunteers, invitees, or licensees in connection with Canyon Park or the matters described in this Agreement.
2. **Duty to Defend; Survival.** The City's duty to defend shall arise immediately upon written tender of a Claim by the Irrigation Company. The City's obligations under this Article shall survive termination of this Agreement with respect to any event, condition, act, omission, or occurrence existing or arising before the effective date of termination.
3. **Exclusions.** The City shall not be obligated to indemnify the Irrigation Company to the extent a Claim is finally determined by a court of competent jurisdiction to have been caused by the negligence or intentional wrongful conduct of the Irrigation Company. The existence of ordinary irrigation flows or the mere presence of water in the ditch shall not, by itself, relieve the City of its obligations under this Agreement where the Claim otherwise arises from public access to Canyon Park, the educational features, or the City's maintenance or control of the surrounding area.

## ARTICLE II: LIABILITY INSURANCE

1. **Liability Coverage.** The City shall maintain, through insurance, self-insurance, participation in a governmental risk pool, or a combination thereof, liability coverage reasonably sufficient for the risks assumed in this Agreement, including bodily injury, death, premises liability, and personal injury arising from Canyon Park, the ditch area within Canyon Park, and the educational simulated irrigation equipment.
2. **Additional Insured; Evidence.** To the extent available and permitted by law, the City shall use reasonable efforts to cause the Irrigation Company to be named as an additional insured with respect to the risks assumed by the City under this Agreement. Upon written request, the City shall provide reasonable evidence of the coverage maintained under this Article.
3. **Notice of Material Change.** The City shall promptly notify the Irrigation Company in writing of any material reduction, cancellation, or nonrenewal of coverage applicable to the risks addressed in this Agreement.

## ARTICLE III: GENERAL PROVISIONS

1. **Notice of Claims.** The Irrigation Company shall promptly provide the City with written notice of any Claim for which defense or indemnity is sought under this Agreement, and the City shall likewise notify the Irrigation Company of any claim or incident known to the City that may reasonably implicate the Irrigation Company.
2. **Defense and Settlement.** The City shall control the defense and settlement of Claims covered by this Agreement using qualified counsel; provided, however, that no settlement imposing an admission of fault upon, or any monetary or injunctive obligation against, the Irrigation Company may be entered without the Irrigation Company's prior written consent, which shall not be unreasonably withheld.
3. **Cooperation.** The Irrigation Company shall reasonably cooperate with the City in the defense of Claims covered by this Agreement, provided that the City shall reimburse the Irrigation Company for reasonable out-of-pocket costs incurred at the City's request.
4. **Park Safety.** Except for the Irrigation Company's operation of irrigation water through its ditch, the City shall remain responsible for public access management within Canyon Park, including maintenance of the educational simulated irrigation equipment, associated warning or interpretive signage, and such barriers or other safety measures as the City deems reasonably appropriate for park users.
5. **No Transfer of Ownership or Control.** Nothing in this Agreement shall be construed as transferring to the

City ownership of the Irrigation Company's water rights, ditch, easements, or irrigation facilities, nor as imposing upon the Irrigation Company any duty to manage public recreation or supervise members of the public within Canyon Park.

6. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior oral or written communications relating thereto.
7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
8. **Amendment; Partial Invalidity.** This Agreement may not be amended or modified except by a written agreement signed by both parties. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall nevertheless remain in full force and effect to the maximum extent permitted by law.
9. **Binding Effect; Term and Termination.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns commencing the 1<sup>st</sup> day of January 2025. This Agreement shall remain in effect until terminated by either party upon ninety (90) days' written notice, but termination shall not affect obligations arising from acts, omissions, conditions, or occurrences existing before the effective date of termination.

[Signatures on Following Page]

Executed on the Effective Date Above Written:

**SOUTH AND WEST FIELD IRRIGATION COMPANY, INC.**  
A Utah Non-Profit Corporation

By: \_\_\_\_\_  
Name: Paul Bittmenn  
Its: President

**CEDAR CITY, UTAH,**  
a Municipal Corporation

By: \_\_\_\_\_  
Name: Steve Nielsen  
Its: Mayor

**COUNTERSIGNED & ATTESTED:**

By: \_\_\_\_\_  
Its: City Recorder