



Cedar City

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

CITY COUNCIL WORK MEETING- Amended **September 2, 2026** **5:30 P.M.**

Mayor
Steve Nelson

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

City Manager
Paul Bittmenn

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street. 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
 - Constitution Week Proclamation. Mayor Nelson
 - Staff Comments
- IV. Business Agenda
 - Staff
 1. Consider purchase of Police K9 Vehicle in the amount of \$52,090. Jimmy Roden/ Darin Adams
 2. Consider purchase of Service Body for 2027 Chevy in the amount of \$54,266.88. Mike Phillips
 3. Consider purchase of Masticator in the amount of \$84,850.04. Mike Phillips
 4. Consider approval of Fiddlers Canyon Trail Extension UDOT Agreement. Bill Maxwell/ Kent Fugal
 5. Consider purchase of budgeted Broom Sweeper in the amount of \$372,005. Eric Witzke/Ryan Marshall
 6. Consider bylaws for new committee. Mayor Nelson
- V. Closed Session
 7. Imminent Litigation. Randall McUne

Dated this 31st day of August 2026.

Amber Ray
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 31st day of August 2026.

Amber Ray
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.

Steve Nelson
(435)590-5586

Robert Cox
(435)559-0785
crobert@cedarcityut.gov

Waldo Galan
(435)592-4116
gwaldo@cedarcityut.gov

Scott Phillips
435-701-7884
sphillips@cedarcityut.gov

Phil Schmidt
435-559-2522
sphil@cedarcityut.gov

Carter Wilkey
801-688-2992
wcarter@cedarcityut.gov

**CEDAR CITY COUNCIL
AGENDA ITEM #01**

DECISION PAPER

TO: Mayor and City Council

FROM: Jimmy Roden

DATE: 17 August 2016

SUBJECT: Police K9 Vehicle

PROBLEM: As part of the current fiscal year budget, the City Council approved and funded the replacement of multiple aging vehicles within the Cedar City Police Department fleet. Although funding for these vehicle replacements has already been approved, City purchasing policy requires purchases exceeding \$50,000 to receive specific approval from the City Council.

Most of the police vehicles being purchased during this replacement cycle will be Ford Police Interceptor Utility vehicles at a cost of \$46,760 each and therefore do not individually exceed the \$50,000 threshold. One of the approved replacement vehicles, however, will be assigned as a K9 vehicle and requires a larger platform to accommodate the police service dog and associated K9 equipment.

The Police Department has previously utilized Ford Expeditions for K9 assignments because their larger size provides the additional space necessary for the K9 kennel, emergency equipment, and other equipment carried by the K9 handler. The Department intends to continue using this vehicle platform for the replacement K9 vehicle.

The cost of the Ford Expedition is \$52,090, requiring City Council approval pursuant to City purchasing policy.

RECOMMENDATION: The Police Department obtained three bids for the Ford Expedition, including bids from two State of Utah contract vendors. Cedar City Motor Company submitted the lowest bid at \$52,090.

Cedar City Motor Company was also the successful bidder for the Department's other replacement police vehicles, Ford Police Interceptor Utility vehicles, at a cost of \$46,760 each.

Funding for the replacement vehicles, including the K9 vehicle, was previously approved by the City Council as part of the current fiscal year budget. The requested action does not represent an additional budget request, but rather seeks the specific Council authorization required for an individual purchase exceeding \$50,000.

Staff recommends that the City Council approve the purchase of one Ford Expedition from Cedar City Motor Company in the amount of \$52,090 for use as a Cedar City Police Department K9 vehicle.

**CEDAR CITY COUNCIL
AGENDA ITEM #02**

DECISION PAPER

TO: Mayor and City Council

FROM: Mike Phillips

DATE: 30 Aug 2026

SUBJECT: Request to purchase a Service body for the 2027 Chevy 3500.

PROBLEM: The Fire Department was approved to purchase a new Squad 11 in the FY 26/27 budget for \$255,000—this request is part two of the project.

This bid is a piggyback bid of the Utah County bid which is allowed in our purchasing policy. They are also on the Sorcewell contract list. The bid price on the service body for the Chevy 3500 Chevy Chassis is \$54,266.88 from Highway Products. Highway Products has built our last two service bodies and the last six pickup packs for our command vehicles.

RECOMMENDATION: To approve the contract with Highway Products for \$54,266.88

Sales Quote 75080



Date: 6/1/2026

Description: Tyler Turituri - 541-538-5393
Quote Date: 5/29/2026
Expires On: 7/29/2026
Sales Person: TYLER TURITURI

HIGHWAY PRODUCTS, INC
7905 AGATE ROAD
WHITE CITY OR 97503
541-826-3551 Fax: 541-826-3607

PLEASE REVIEW INFORMATION FOR ACCURACY

BILL TO:

Cedar City Corporation
Rhean Carlson
Cedar City Fire Dept
10 N Main ST
Cedar City, UT 84720
435-592-3632

SHIP TO:

Cedar City Fire Dept
Mike Phillips
291 N 800 W
Cedar City, UT 84721
435-592-3632

CUSTOMER PO:

SHIP VIA:
FOB: QUOTE

CONTACT: Mike Phillips
EMAIL: mike.fire@cedarcity.org
PHONE: 435-592-3632

LINE #	QTY	Description	Unit Price	Total
1	1	134x50x96 AL SVC BODY CHEVY 3500 DRW 84" CA 84 CA DRW 50" Height Service Body • 5052-H32 1/8" aluminum, 3003 diamond plate on formed bumper, with 6061 diamond plate deck for improved durability. 6061 T6 extrusions for all structural cross members. • All compartments at 50" height. 2-wheel well boxes on each side, with lift/drop door compartment configuration. • Dual 3/8" steel security rods on front and rear compartments prevent would-be thieves from being able to pry open compartments. • Rainmaster style doors with external raingutters prevent water for accessing the box, and the seals only are needed to prevent dust from entering the boxes. Highway Products invented this style of enclosure in the mid 80's and have perfected it since. • Premium customized T-Handles designed to outlast your truck. No cookie-cutter off-the-shelf cheap handles. • Price includes install kit - high density Rumber spacer for galvanic corrosion protection and dual L-Brackets with rubber insulation for long-term reliability. Plug and play wiring harnesses - no splicing wires. Front crossframe box ***	30,074.91	30,074.91
2	1	Service Body Mount Kit Price includes - high density Rumber spacer for galvanic corrosion protection and dual L-Brackets with rubber insulation for long-term reliability. Plug and play wiring harnesses - no splicing wires.	200.00	200.00
3	1	Dome Hatch For Bed	2,716.88	2,716.88
4	2	Dual Lid Topper Box Driver and passenger side ***	4,252.50	8,505.00
5	8	Topper Box Trays 4 each side	118.13	945.04
6	1	3 Stack Drawer Slide Bottom mount of driver side front compartment	1,350.00	1,350.00
7	1	LED Compartment Lighting	1,063.17	1,063.17

Sales Quote 75080



Date: 6/1/2026

Description: Tyler Turituri - 541-538-5393
Quote Date: 5/29/2026
Expires On: 7/29/2026
Sales Person: TYLER TURITURI

HIGHWAY PRODUCTS, INC
7905 AGATE ROAD
WHITE CITY OR 97503
541-826-3551 Fax: 541-826-3607

LINE #	QTY	Description	Unit Price	Total
8	1	Reverse Camera/Sensor Mount	118.13	118.13
9	1	HPI 2.5" Receiver Hitch	500.00	500.00
10	1	Powder Coating \$918.75 - Compartment doors & skirts white	918.75	918.75
11	1	XT2000 Truck Slide	1,950.00	1,950.00
12	1	080-00062 - HPI Service Body Install	1,425.00	1,425.00
13	30	830-00014 - ENGINEERING CHARGE Design fee	150.00	4,500.00

*All Prices Shown in United States Dollar

Quotes are valid for 30 days, unless otherwise noted. Please sign and return to sales representative.
Customer becomes responsible for full retail value, and payment, of any project 7 days prior to project start date.
Custom Projects - in the event of cancellation, customer is liable for engineering and setup costs.

Sub Total: 54,266.88
Freight: \$ 0.00
Grand Total: \$ **54,266.88**

Authorized Signature: _____ Date: _____

Customer Truck Information:

MODEL YEAR	2027
VEHICLE MAKE	GMC / CHEVY
VEHICLE MODEL	3500
BED LENGTH	CAB AND CHASSIS
AXLE STYLE	DUAL WHEEL
CAMERA/SENSOR	CAMERA & SENSOR
CAB TO AXLE	84

AGREEMENT No. 20 25 - 810**AGREEMENT**

THIS AGREEMENT is made and entered into by and between Utah County, a political and corporate body of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, and the following CONTRACTOR:

Name: HIGHWAY PRODUCTS INCContact Person: TYLER TURITURIAddress: 7905 AGATE ROADPhone #: 541-538-5393City: WHITE CITY State: OR Zipcode: 97503Email: tyler.turituri@highwayproducts.com

Legal Status of Contractor:

☐ Sole Proprietor☐ Non-Profit Corporation ☐ Limited Liability Company (LLC)☐ Partnership☒ For-Profit Corporation☐ Government Department: _____**1. PURPOSE OF CONTRACT**

This agreement is to obtain the following products, services, or products and services (be specific):

PROVIDE AND INSTALL VARIOUS STYLES OF TRUCK SERVICE BODIES ALONG WITH ALL MATERIALS AND
LABOR REQUIRED FOR SAID INSTALLATION AS PER RFP #2025-18.

2. CONTRACT COSTS

Contractor will be:

☐ paid a maximum of \$ _____ for costs authorized by this agreement;☒ compensated in accordance with ATTACHMENT B: CONTRACTOR's Proposal.**3. CONTRACT PERIOD**The term of this agreement shall commence on: ☐ _____, or ☒ the date of execution of this agreement.This agreement shall terminate on 10/1/2027 unless terminated early or performance has been completed.**4. ATTACHMENTS**

The following indicated attachments are fully incorporated into this agreement:

☒ A: Utah County Standard Terms and Conditions☒ F: RFP #2025-18☒ B: CONTRACTOR's Proposal☐ G: _____☐ C: Special Provisions☐ H: _____☐ D: Utah County Procurement Compliance☐ E: General Liability and Workers Compensation Certificate

Except as explicitly modified by ATTACHMENT C: Special Provisions, any ambiguities or conflicting terms will be resolved by granting deference to the terms of ATTACHMENT A: Utah County's Standard Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on 17th day of September 2025.

Signed by:

ATTEST:

AARON R. DAVIDSON

Utah County Clerk



By: _____

Jolynn Clegg
9D962F0F25144C0...
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

DocuSigned by:

Brandon B. Gordon

By: _____

BRANDON B. GORDON, Chair

APPROVED AS TO FORM AND LEGALITY:

JEFFREY S. GRAY

Utah County Attorney

By: _____

Katrina Cole
971CC48366E0441...
Deputy Utah County Attorney

CONTRACTOR

By: _____

Tyler Turituri, Sales

**CEDAR CITY COUNCIL
AGENDA ITEM #03**

DECISION PAPER

TO: Mayor and City Council

FROM: Mike Phillips

DATE: 30 Aug 2026

SUBJECT: Request to purchase a masticator

PROBLEM: The Fire Department was approved to purchase a masticator/mulching head for fuels work in FY 26/27 budget for \$80,000.

The State bid price on the masticator head from Wheeler Machinery is \$99,000 including installation.

RDO Equipment, the John Deere dealer in St George, quoted an installed price of \$84,850.04

RECOMMENDATION: To approve the contract with RDO Equipment for \$84,850.04.

**JOHN DEERE**

Investment Proposal (Quote)

RDO Equipment Co.
831 E Factory Dr
St. George UT, 84790
Phone: (701) 371-6692 - Fax:

Proposal for:
CEDAR CITY STREET DEPARTMENT
716 N AIRPORT ROAD
CEDAR CITY, UT, 84721
IRON

Investment Proposal Date: 8/28/2026
Pricing Valid Until: 9/11/2026
Deal Number: 2071279
Customer Account#: 29670001
Sales Professional: Daniel Hayden
Phone: 1 (435) 523-4227
Fax:
Email: dhayden@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2026 FECON Bull Hog Mulcher	\$69,850.04
			Other Install dual flow kit and controler	\$15,000.00
Equipment Subtotal:				\$84,850.04

Purchase Order Totals

Balance:	\$84,850.04
Total Taxable Amount:	\$0.00
UT STATE TAX:	\$0.00
UT COUNTY TAX:	\$0.00
UT CITY TAX:	\$0.00
UT SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$84,850.04
Cash with Order:	\$0.00
Balance Due:	\$84,850.04

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2026 FECON Bull Hog Mulcher	BH40exc BH040EXC2-FS-38VDB-OLPK14-M

Wheeler

451 North Lund Hwy
Cedar City Utah 84720
(801) 978-0511

Colby Bryant
435-701-0341
cobryant@wheelercat.com

CEDAR CITY FIRE DEPARTMENT

Machine Info	Equipment Description	Info	Sale Price
		<u>Budgetary Price</u>	
2026	<u>** NEED TO ORDER *** HM4015 (320 / 323 MULCHING HEAD)</u>		<u>\$75,000.00</u>
	<u>** NEED TO ORDER ***</u>		<u>\$15,000.00</u>
	<u>SHOP TIME TO INSTALL LINES KIT</u>		<u>\$9,000.00</u>
	<u>CONTINGENCY</u>		<u>\$10,000.00</u>
		Subtotal	\$109,000.00
		Tax	
		<u>Total for Budget</u>	<u>\$109,000.00</u>
Signed _____ Date _____			
Title _____			
Witness _____ Date _____			
Machine is quoted FOB Wheeler's yard in SLC, Utah.			

**CEDAR CITY
CITY COUNCIL AGENDA ITEM #04
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: Bill Maxwell

Council Meeting Date: September 2, 2026

Subject: **Consider a maintenance agreement between Cedar City and UDOT to use a culvert for the Fiddler's Canyon Trail to cross Main Street.**

Discussion: City staff have worked with UDOT to secure access for the Fiddler's Canyon Trail to use an existing culvert that crosses Main Street near the intersection with Nichols Canyon Road. Part of that access includes a maintenance agreement between Cedar City and UDOT to maintain the culvert.

Following the discussion after the agreement was presented to City Council on August 5th, City Staff have worked with UDOT to remove the portion of the agreement requiring a gate to be installed at the culvert. City Staff have reviewed the agreement and recommend it be signed.

Please consider approving the maintenance agreement between Cedar City and UDOT.



State of Utah
Department of Transportation

Maintenance Agreement	Project Description: Fiddler's Canyon Trail Extension Local Agency: Cedar City	Authority No.
Pin: 20623 Job/ Project: 74440		Date Executed

THIS AGREEMENT is made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, ("UDOT"), and **Cedar City**, a municipal corporation of the State of Utah, (the "City") (collectively, the "Parties").

RECITALS

WHEREAS, UDOT has right-of-way on SR-130, Main Street in Cedar City, Utah; and

WHEREAS, the City wishes to construct and maintain the Fiddler's Canyon Trail Extension, in accordance with Utah Code § 72-3-109 and Utah Admin Code R918-6, a portion of which trail crosses the UDOT right-of-way under a bridge, and through a UDOT-owned box culvert ("Trail-Culvert Area") at MP 5.4 of SR-130, as shown in the Plans attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the Parties desire to enter into a cooperative agreement stating their roles and responsibilities for the Trail Extension.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated herein, and for other good and valuable consideration, which the Parties agree is sufficient, the Parties agree as follows:

- I. Work. The City is responsible for construction of the Fiddler's Canyon Trail Extension, including the Trail-Culvert Area, as described in Exhibit A and as follows:
 - A. All construction expenses are the sole responsibility of the City.
 - B. The City shall not impact or damage any roadway or utility improvements within the UDOT right-of-way.
- II. Operation and Maintenance. The City agrees to operate the Trail Extension and perform all maintenance work in connection with the Trail-Culvert Area, and to maintain the Trail-Culvert Area in a good, proper, and safe condition for use by the public. Maintenance includes, but is not limited to: repairing pavement surface, snow removal, clearing debris, repair all asphalt and striping, maintaining integrity of walls, pruning, mowing, replacing material, repairing systems, erosion control, drainage, weed control, litter control, landscaping, trees, irrigation, graffiti removal, and removal of signage or other installation in the right-of-way unless authorized by UDOT in writing. UDOT shall not be responsible for any funding for maintenance or performing any work for maintenance of the Trail-Culvert Area. All maintenance expenses are the responsibility of the City.
- III. License. UDOT hereby provides a non-exclusive license to the City access to construct and maintain the Trail-Culvert Area so the City can perform the City's responsibilities as stated in this Agreement. This license extends only to the UDOT right-of-way under the bridge at MP

5.4, and does not allow the City, its employees, agents, contractors, or invitees to access the roadway surface above the Trail-Culvert Area.

- IV. Encroachment Permit. The City must obtain a permit from UDOT for construction of the Trail-Culvert Area. If maintenance of the Trail-Culvert Area requires work within the SR-130 roadway, then the City must obtain a separate encroachment permit from UDOT, and any traffic control must be implemented according to the MUTCD guidelines.
- V. UDOT Ownership. UDOT will remain the owner of the right-of-way and the real properties on which Trail-Culvert Area facilities are installed.
- VI. Inspection. UDOT reserves the right to inspect the Trail-Culvert Area upon completion of construction and at any time during the City's operation of the Trail-Culvert Area. UDOT must approve in writing any significant changes to the Trail-Culvert Area before any work may begin.
- VII. UDOT Needs. UDOT reserves the right to use any portion of the right-of-way, including the Trail-Culvert Area. UDOT also reserves the right to use the entire non-travelled portion of the right-of-way for snow storage. Furthermore, UDOT will not be held responsible for damage to the landscaping caused by snow removal operations.
- VIII. Transportation Purposes. Upon request by UDOT in connection with UDOT's transportation purposes, the City shall remove and/or relocate the Trail-Culvert Area at the City's expense within a reasonable time acceptable to UDOT and UDOT will not replace or reimburse the City for the trail improvements.
- IX. Utilities. The City shall avoid utilities that may be affected by the Trail-Culvert Area. If the utilities cannot be avoided, such utilities shall be relocated or repaired at the City's sole expense.
- X. Risk of Loss.
 - A. The City agrees to hold accept all risk of loss in connection with the Trail-Culvert Area, including, but not limited to, the risk of property damage and personal injury to users of such Trail-Culvert Area, and all claims and losses associated with such path. The City agrees to hold harmless, defend, and indemnify UDOT, its officers, employees, and agents from and against all losses of every kind and character (including but not limited to claims, demands, suits, actions, and proceedings) that arise from or relate to this Agreement, the City's performance of this Agreement, or the City's negligent or wrongful acts or omissions. UDOT is a governmental entity of the State of Utah and nothing herein shall be interpreted as waiving the damage limitations or any other provision of the Utah Governmental Immunity Act. Nothing in this Agreement is intended to create additional rights to third parties. This indemnification obligation shall survive the expiration or termination of this Agreement. Nothing in this Agreement alters the Utah Governmental Immunity Act.
 - B. In addition to the indemnification obligation set forth above, the City, at its sole cost, shall repair or replace (to UDOT's satisfaction) any damaged property that belongs to UDOT. The City shall promptly notify UDOT of any such damage, and shall also give UDOT prompt notice of any potential claims or losses that may affect UDOT. At all times. The City shall not alter or install improvements on UDOT's property without UDOT's prior written consent.
- XI. Term. The initial term of this Agreement will be ten (10) years. At the end of the ten (10) year period, this Agreement will be automatically renewed by five (5) year increments unless a Party provides written notice of termination to the other Party at least thirty (30) days prior to expiration of the current term.

XII. Termination. This Agreement may be terminated as follows:

- A. By mutual agreement of the parties, in writing.
- B. By UDOT for the City's default in performing its obligations as set forth in and reasonably contemplated by the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the City. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination, delivered as per Paragraph XIV. The Agreement will not terminate if the City commences a cure within such thirty-day period and diligently pursues it to completion. If the breach is not remedied within such time period, then UDOT may send a notice of termination and this Agreement will terminate immediately upon delivery of such notice.
- C. By the City if it ceases to operate the Trail Extension. If the City terminates the Agreement, the City shall be responsible for all the costs that UDOT incurs prior to the termination; or
- D. By UDOT for the convenience of the State upon written notice to the City.

XIII. Communication. The Parties agree that as day-to-day maintenance or communication needs arise related to the Trail-Culvert Area, the following Party staff shall act as points of contact:

For UDOT: Cedar City Station Supervisor

For CITY: Parks/Outdoor Facilities Division Head

XIV. Miscellaneous. The following terms apply to this Agreement:

- A. Notices. Any party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

<u>To UDOT:</u>	<u>To CITY:</u>
Utah Department of Transportation 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: _____	With a copy to: Assistant Attorney General (UDOT) 4501 South 2700 West Box 143600 Salt Lake City, UT 84114

- B. Further Assurances. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action. The parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.

- C. UDOT Actions. UDOT's action or inaction when providing a consent, review, acceptance, or approval, or when taking other action hereunder, for any conditions, inspections, plans, specifications, or work, is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same.
- D. General. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. No party may assign or delegate this Agreement and actions required by it without the other parties' prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed under an assumption to interpret it against a drafter. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet in good faith in an effort to resolve it. All rights and remedies in this Agreement are cumulative and nonexclusive and do not limit any other rights and remedies of the parties. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party's authorization, and that this Agreement's terms do not violate other contracts and commitments of the party. This Agreement may be signed in counterparts and signed electronically.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

Cedar City]				Utah Department of Transportation			
By		Date		By		Date	
Steven Nelson, Mayor				Kirk Thornock, Region Director]			
By		Date		By		Date	
ATTEST: Amber Ray, City Recorder				ATTEST: Jami Gentry, Administrative Assistant]			
By		Date		By		Date	
Title/Signature of additional official if required				Comptroller Office			

CEDAR CITY CORPORATION **PURCHASE ORDER**

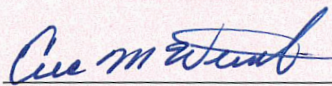
DATE OF REQUISITION 7-1-26	ACCOUNT NUMBER 10-79-741	PURCHASE ORDER NO. 33882
DEPARTMENT Street	DEPT. HEAD ERIC WITZKE	TOTAL BUDGET
PAY ☒ PAY	PREAUTHORIZATION ☐ REG ☐ BLANKET	DATE ENCUMBERED
		CURRENT BALANCE

QUANTITY	DESCRIPTION	AMOUNT
1	X Broom BRMxxxx Sweeper	\$372,005⁰⁰
	FY 26/27	
TOTAL		\$372,005⁰⁰

1. Attach W9 for NEW vendors.
2. Give NAME and ADDRESS of vendor
3. Allow sufficient time for processing
4. Copy: Pink - A/P, Yellow - Department

Vendor Number _____

Authorized Signature



Controller _____

City Manager _____

NESCON LLC**4638 E INGRAM ST****MESA AZ**

NO ONE IS AUTHORIZED TO BUY WITHOUT A PURCHASE ORDER



Nescon, LLC
4638 E Ingram St
Mesa, AZ 85205-3211
Payables@Xbroom.com
480-505-0001
EIN 450620419

Invoice

Date	Invoice #
8/17/2026	10454

Bill To
Cedar City Utah Streets Department 10 N Main St Cedar City, UT 84720

Ship To
Cedar City Utah Streets Department 716 N Airport Rd Cedar City, UT 84721

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
33882	Net 30	TLF	8/17/2026			
Item Code	Description	Qty.	U/M	Price Ea...	Backorder...	Amount
200-XB-FL-CDL	2027 Freightliner CDL Dual Steer Model M2 Plus L9 Cummins 8.9L/300HP 860TQ Allison 3500 6 SPD VIN: 1FVACXFEXVHXK2130 Equipped with XBroom SN: BRM1775	1	ea	355,000.00	0	355,000.00
06-XB-OPT-CAM1	Single Camera System	0	ea	1,400.00	0	0.00
06-XB-OPT-CAM2	Dual Camera System	1	ea	1,600.00	0	1,600.00
06-XB-OPT-CAM4	Quad Camera System	0	ea	2,200.00	0	0.00
06-XB-OPT-BEACON	Beacon, Wired to Top of Hopper, Includes Work Light in Hopper	1	ea	750.00	0	750.00
06-XB-COPT-WHL	Aluminum Wheels 6 Polished Turbo	1		2,200.00	0	2,200.00
06-XB-COPT-CHM	Chrome Heated Mirrors	1		450.00	0	450.00
06-XB-COPT-CFB	Chrome Front Bumper	1		500.00	0	500.00
06-XB-COPT-PWDL	Power Windows/Door Locks	1	ea	450.00	0	450.00
06-XB-COPT-FCV	Front Cab Visor	1	ea	400.00	0	400.00
06-XB-OPT-ABAMBR	Advanced Arrow Board. 25' LED 4" Amber Lights with Separate Controller. Can Flash Sequential Chevrons, Arrows, Alternating Diamonds, and Horizontal Bar.	1	ea	2,700.00	0	2,700.00
06-XB-OPT-ABCLR	Advanced Arrow Board. 25' LED 4" Clear Amber Lights with Separate Controller. Can Flash Sequential Chevrons, Arrows, Alternating Diamonds, and Horizontal Bar. Includes Clear Brake/Turn/Reverse/Marker Lights.	0	ea	3,200.00	0	0.00
06-XB-OPT-MBWFR	Wafer/Spacer Main Broom (STANDARD)	1	ea	0.00	0	0.00
06-XB-OPT-MBSTRIP	Optional Main Broom (Strip)	0	ea	2,600.00	0	0.00
06-XB-OPT-MBTUBE	Optional Main Broom (Tube)	0	ea	2,600.00	0	0.00

Subtotal

Sales Tax (8.3%)

Total

Payments/Credits

Balance Due

Any applicable Sales Tax is the responsibility of the purchaser.



Nescon, LLC
 4638 E Ingram St
 Mesa, AZ 85205-3211
 Payables@Xbroom.com
 480-505-0001
 EIN 450620419

Invoice

Date	Invoice #
8/17/2026	10454

Bill To
Cedar City Utah Streets Department 10 N Main St Cedar City, UT 84720

Ship To
Cedar City Utah Streets Department 716 N Airport Rd Cedar City, UT 84721

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project		
33882	Net 30	TLF	8/17/2026					
Item Code	Description			Qty.	U/M	Price Ea...	Backorder...	Amount
06-XB-OPT-MBDP	Main Broom Down Pressure Option			0	ea	1,000.00	0	0.00
06-XB-OPT-MSH	Mild Steel Hopper Option			1	ea	0.00	0	0.00
06-XB-OPT-SSH	Stainless Hopper Bottom / Door / Hinge Tubes / Hinge Pin			0	ea	11,100.00	0	0.00
06-XB-OPT-WL	Work Lights on Top of Rear Panel			0	ea	400.00	0	0.00
06-XB-OPT-FH15	Fill Hose Kit w/ 15' Hydrant Hose			1	ea	400.00	0	400.00
06-XB-OPT-FH25	Fill Hose Kit w/ 25' Hydrant Hose			0	ea	475.00	0	0.00
06-XB-OPT-WHTB	White Tool Box			0	ea	0.00	0	0.00
06-XB-OPT-SSTB	Stainless Steel Tool Box			1	ea	650.00	0	650.00
06-XB-OPT-DC	Door Controls (Broom, Hopper, and Gutter Broom Tilts)			0	ea	1,000.00	0	0.00
06-XB-OPT-WD	25' Wash Down Kit			0	ea	300.00	0	0.00
06-XB-OPT-CC	Custom Color Option ()			0	ea	2,500.00		0.00
06-XB-OPT-LP	Light Package (8 Strokes, 1 Light Bar)			1	ea	2,600.00	0	2,600.00
06-XB-OPT-FLBS	Freightliner, Broom & Shovel Holder			1	ea	305.00	0	305.00
06-XB-OPT-KWBS	Kenworth, Broom & Shovel Holder			0	ea	305.00	0	0.00
06-XB-OPT-PWH	Pressure Washer/50' Hose			0	ea	4,000.00	0	0.00
06-XB-OPT-PF	Poly Flights			0	ea	1,020.00	0	0.00
06-XB-OPT-PIR	Piranha Brushes for Gutter Brooms			0	ea	1,060.00	0	0.00
06-XB-OPT-Winter	Winterization Kit			1	ea	250.00	0	250.00
06-XB-OPT-PESK	Poly Elevator Shim Kit			0	ea	400.00	0	0.00
06-XB-OPT-10M	10" Mirrors			0	ea	225.00	0	0.00
06-XB-OPT-HM	Hopper Mirror			0	ea	125.00	0	0.00
06-XB-OPT-HDS	Hopper Door Seal			0	ea	700.00	0	0.00
06-XB-OPT-RTB	Round Endslide Tie Bar Assembly w/ Heims			0	ea	300.00	0	0.00
06-XB-OPT-MBCI	Main Broom Cover Inserts			0	ea	400.00	0	0.00

Subtotal

Sales Tax (8.3%)

Total

Payments/Credits

Balance Due

Any applicable Sales Tax is the responsibility of the purchaser.



Nescon, LLC
4638 E Ingram St
Mesa, AZ 85205-3211
Payables@Xbroom.com
480-505-0001
EIN 450620419

Invoice

Date	Invoice #
8/17/2026	10454

Bill To
Cedar City Utah Streets Department 10 N Main St Cedar City, UT 84720

Ship To
Cedar City Utah Streets Department 716 N Airport Rd Cedar City, UT 84721

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
33882	Net 30	TLF	8/17/2026			
Item Code	Description	Qty.	U/M	Price Ea...	Backorder...	Amount
06-XB-OPT-360LP	360 Light Package	0	ea	1,200.00	0	0.00
06-XB-OPT-HDL	Hopper Dump Light	0	ea	400.00	0	0.00
XB-OPT-FR	Freight For Transporting XBroom - (Subject to Change)	1	ea	3,500.00		3,500.00
XB-OPT-DF	Dealer Doc Fee	1	ea	250.00		250.00

Any applicable Sales Tax is the responsibility of the purchaser.

Subtotal	\$372,005.00
Sales Tax (8.3%)	\$0.00
Total	\$372,005.00
Payments/Credits	\$0.00
Balance Due	\$372,005.00

Cedar City Cares ~~(CCC)~~ Committee

~~Cedar City Cares (CCC) exists to strengthen community pride by organizing volunteers to care for Cedar City's public spaces through routine maintenance, cleanup, and beautification projects. Working in partnership with Cedar City, we encourage residents to serve their community by picking up litter, controlling weeds, maintaining public landscapes, and completing other simple service projects that help keep our parks, trails, streets, and public spaces clean, welcoming, and well cared for.~~

Motto:

~~"Small acts of service. A community that cares."~~

Bylaws

Cedar City Cares ~~(CCC)~~ Committee

Article I – Name and Creation

~~The name of this organization shall be Cedar City Cares (CCC) Committee is established to strengthen community pride by organizing volunteers to care for Cedar City's public spaces through routine maintenance, cleanup, and beautification projects. The Committee encourages residents to serve their community by picking up litter, controlling weeds, maintaining public landscapes, and completing other simple service projects that help keep our parks, trails, streets, and public spaces clean, welcoming, and well cared for.~~

Motto:

~~"Small acts of service. A community that cares."~~

Article II – Purpose

The purpose of Cedar City Cares is to organize volunteers to assist Cedar City in the routine care, maintenance, and beautification of public spaces through community service.

The ~~Organization Committee~~ shall coordinate volunteer projects that improve the appearance and cleanliness of City-owned property and foster a sense of civic pride and stewardship.

Projects may include, but are not limited to:

- Picking up litter and debris
- Pulling weeds and invasive vegetation
- Cleaning parks, trails, trailheads, and public gathering areas
- Planting and maintaining flowers, shrubs, and other landscaping approved by the City
- Painting or refreshing approved public amenities such as benches, fences, or signposts
- Removing graffiti with City approval
- Assisting with seasonal cleanup events
- Maintaining adopted public spaces
- Other routine maintenance or beautification projects approved by the City

The ~~Organization Committee~~ is intended to supplement the work of City employees by providing volunteer labor for projects that enhance the appearance of the community. It shall not replace work customarily performed by City staff or contractors.

Article III – Relationship with Cedar City

Cedar City Cares is a City ~~committee-supported volunteer organization~~.

~~As needed, the City may will~~ provide ~~the Committee with~~:

- Staff coordination
- Equipment and supplies
- Safety training
- Meeting space
- Project approval

All projects conducted on City property shall be coordinated through the appropriate City department. ~~The City's Public Works Department shall provide such support staff as is reasonably necessary for the Committee. If the Committee requires services that are not available through the Public Works Department, additional City staff may be assigned to support the Committee. Upon appointment of new members, City staff shall provide such training as is reasonably necessary.~~

Article IV – Board ~~of Directors~~Members

The ~~Organization Committee~~ shall be ~~comprised of the following governed by a five- members Board of Directors consisting of:~~

- Four community volunteers appointed by the Mayor with the advice and consent of the City Council.
- One member of the Cedar City Council assigned by the Mayor.-

Board members shall be residents of Cedar City. Board members should demonstrate an interest in community service and civic pride. Board members shall receive no compensation for carrying out their duties as directors-.

The Mayor may remove members of the Board for the following reasons: (1) Misconduct including, but not limited to, commission of a criminal act other than minor traffic violations, and; (2) Excessive absenteeism including, but not limited to, missing three (3) consecutive meetings.

Article V – Terms

The City Council representative shall serve at the pleasure of the City Council.

The remaining ~~Community~~ board members shall serve ~~three~~four-year staggered terms with two members' terms expiring every ~~three~~two years. When the first board members are selected, two members shall be appointed to serve two years and the other two members shall be appointed to serve four years, as determined by the Mayor and City Council.

~~The City Council representative shall serve at the pleasure of the City Council.~~

Vacancies shall be filled in the same manner as the original appointment. If a member is appointed to fill a vacancy, they shall complete that term. All terms shall be deemed to end on June 30th in the calendar year they are otherwise scheduled to terminate.

Article VI – Officers

Each year the Board shall elect:

- Chair
- Vice Chair
- Secretary

Officers shall serve one-year terms and shall remain as an officer until the earlier of their board term expiring or a replacement for the officer's position is selected. Vacancies due to resignation, death, or removal shall be filled by the same method for the balance of the term of the member being replaced. The Chair shall conduct the meetings and shall be a voting member. If the elected Chair is absent, the remaining members shall select, by majority vote, one of the members present to serve as Chair Pro Tempore.

Article VII – Meetings

The ~~Board Committee~~ shall meet at least quarterly as called by the Chair. In order to call for a meeting the Chair must notify all members ~~of the Board~~ at least twenty-four (24) hours prior to the meeting. The notice from the Chair must contain the time, location, and date of the meeting. The Chair shall inform the members of the general subject matter of the meeting. The notice may be sent by mail, email, text, personal contact, or by phone.

A majority of the Board shall constitute a quorum.

All actions require a majority vote of those present. Except as otherwise required by law, any motion before the Board that results in a tie vote shall fail, and no action shall be taken on the matter unless it is reconsidered and approved by a majority vote at a subsequent meeting.

All meetings of the Board shall be conducted pursuant to Robert's Rules of Order as administered by the Chair. In applying Robert's Rules of Order the Chair is encouraged to reject overly formal applications, and adopt the application that favors the following goals: (1) allow the Chair the ability to facilitate or direct the discussion and keep order; (2) protect the ability of all board members to bring up their ideas, discuss them, receive input from the public and staff, and come to their individual opinions and conclusions on each issue; (3) allow all members the opportunity to express their individual opinions and conclusions on each issue through their vote; and (4) assure the majority vote of the Board is the opinion of the board while at the same time protecting the minority of board members' ability to speak, express ideas, and vote.

Article VIII – Duties of the Board

The Board ~~of Directors~~ shall:

- Identify and recommend volunteer service projects.
- Coordinate volunteer activities with appropriate City departments.
- Recruit and recognize volunteers.
- Encourage participation by neighborhoods, schools, businesses, churches, civic organizations, and other community groups.
- Promote a culture of service, stewardship, and civic pride.
- Assist in securing donations, sponsorships, and volunteer resources consistent with the Organization's mission.
- Encourage that all volunteer activities be conducted safely and in accordance with City policies.

Article IX – Volunteers

Any resident or community organization may participate in volunteer projects sponsored by Cedar City Cares.

The Board is encouraged to partner with:

- Schools
- Churches
- Civic organizations
- Businesses
- Scout troops
- Youth organizations
- Neighborhood groups

Article X – Safety

Volunteers shall follow all City safety guidelines and use appropriate equipment.

Projects involving specialized equipment, hazardous materials, or activities requiring technical expertise shall be performed only under City supervision or by City personnel.

Article XI – Amendments

These bylaws may be amended by a two-thirds vote of the Board, subject to approval by the Cedar City Council.

Vision Statement

We believe a community that is cared for is a community that people care about. By serving together in simple ways—pulling weeds, picking up litter, and caring for shared public spaces—we strengthen not only our city, but also our connection to one another.

Guiding Principles

Cedar City Cares shall strive to:

- Foster a culture of volunteerism and service.
- Help ensure that Cedar City's public spaces are clean, attractive, and welcoming.
- Support—not replace—the work of City employees.
- Encourage residents to take ownership and pride in their community.
- Build partnerships among citizens, businesses, schools, churches, and civic organizations.
- Leave every public space a little better than it was found.

I would also recommend adding a simple **"Volunteer Creed"** that can be printed on T-shirts, event flyers, and volunteer registration forms:

The Cedar City Cares Pledge

We serve with pride. We care for what we share. We leave every place better than we found it, knowing that small acts of service strengthen our community and inspire others to do the same.

Commented [RM1]: Not typically included in bylaws.

CEDAR CITY RESOLUTION NO. 26-0909

**A RESOLUTION OF THE CEDAR CITY COUNCIL CREATING
THE CEDAR CITY CARES COMMITTEE AND ADOPTING BYLAWS.**

WHEREAS, the Cedar City Council is the duly elected governing body of Cedar City and has the authority to create committees for the benefit of Cedar City and its citizens; and

WHEREAS, the Council has an interest in creating a Cedar City Cares Committee; and

WHEREAS, the purpose of the Committee is to organize volunteers to care for the City's public spaces through routine maintenance, cleanup, and beautification projects; and

WHEREAS, the City Council has considered the proposed creation of the Cedar City Cares Committee in an open and public meeting and has determined that it is in the best interests of the health, safety, and general welfare of the City to adopt the herein created committee and included bylaws.

NOW THEREFORE BE IT RESOLVED, by the City Council of Cedar City, Utah, that the Cedar City Cares Committee is hereby created as delineated in the bylaws attached as Exhibit A.

This resolution, Cedar City Resolution No. 26-0909, shall become effective immediately upon passage by the City Council and the signature of the Mayor.

Council Vote:

Phillips -
Cox -
Wilkey -
Schmidt -
Galan -

Dated this ____ day of September 2026.

STEVEN NELSON
MAYOR

[SEAL]

ATTEST:

AMBER RAY
CITY RECORDER

Exhibit #A

Cedar City Resolution No. 26-0909

Cedar City Cares Committee Bylaws

Bylaws

Cedar City Cares Committee

Article I – Name and Creation

The **Cedar City Cares Committee is established** to strengthen community pride by organizing volunteers to care for Cedar City's public spaces through routine maintenance, cleanup, and beautification projects. The Committee encourages residents to serve their community by picking up litter, controlling weeds, maintaining public landscapes, and completing other simple service projects that help keep our parks, trails, streets, and public spaces clean, welcoming, and well cared for.

Motto:

"Small acts of service. A community that cares."

Article II – Purpose

The purpose of Cedar City Cares is to organize volunteers to assist Cedar City in the routine care, maintenance, and beautification of public spaces through community service.

The Committee shall coordinate volunteer projects that improve the appearance and cleanliness of City-owned property and foster a sense of civic pride and stewardship.

Projects may include, but are not limited to:

- Picking up litter and debris
- Pulling weeds and invasive vegetation
- Cleaning parks, trails, trailheads, and public gathering areas
- Planting and maintaining flowers, shrubs, and other landscaping approved by the City
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- Removing graffiti with City approval
- Assisting with seasonal cleanup events
- Maintaining adopted public spaces
- Other routine maintenance or beautification projects approved by the City

The Committee is intended to supplement the work of City employees by providing volunteer labor for projects that enhance the appearance of the community. It shall not replace work customarily performed by City staff or contractors.

Article III – Relationship with Cedar City

Cedar City Cares is a City committee.

As needed, the City will provide the Committee with:

- Staff coordination
- Equipment and supplies
- Safety training
- Meeting space
- Project approval

All projects conducted on City property shall be coordinated through the appropriate City department. The City's Public Works Department shall provide such support staff as is reasonably necessary for the Committee. If the Committee requires services that are not available through the Public Works Department, additional City staff may be assigned to support the Committee. Upon appointment of new members, City staff shall provide such training as is reasonably necessary.

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The Committee shall be comprised of the following five members:

- Four community volunteers appointed by the Mayor with the advice and consent of the City Council.
- One member of the Cedar City Council assigned by the Mayor.

Board members shall be residents of Cedar City. Board members should demonstrate an interest in community service and civic pride. Board members shall receive no compensation for carrying out their duties as directors.

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- Churches
- Civic organizations

- Businesses
 - Scout troops
 - Youth organizations
 - Neighborhood groups
-

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