Cedar City

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Mayor
Steve Nelson

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

City Manager
Paul Bittmenn

CITY COUNCIL MEETING
November 4, 2026
5:30 P.M.

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

I. Call to Order

II. Agenda Order Approval

III. Administration Agenda
- Mayor and Council Business
  - Introduce James Leavitt, Southern Utah Director for Celeste Maloy. Scott Phillips
  - Cedar City Birthday Celebration Scott Phillips

IV. Consent Agenda
1. Approve minutes dated October 7 and 14, 2026
2. Ratify bills dated October 14,16, 22, 29, and November 2, 2026
3. Approve agreement allocating water acquisition credit among Cedar 106 parcels. Randall McUne/ Cedar 106, LLC
4. Approve bid from DSI National in the amount of $51,548.73 for the Airport Terminal CCTV Expansion. Tyler Galetka
5. Approve airport planning consultant Adurra. Tyler Galetka

V. Action Agenda
6. Consider amending Coal Creek Gravel mining rights lease. Paul Bittmenn
7. Consider a resolution adopting Budget Policy. Terri Marsh

VI. Public Comments

Dated this 2nd day of November, 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 2nd day of November, 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.

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COUNCIL WORK MINUTES
October 7, 2026

The City Council held a meeting on Wednesday, October 7, 2026, at 5:30 p.m. in the City Council Chambers, 10 North Main Street, Cedar City, Utah.

MEMBERS PRESENT: Mayor Steve Nelson; Councilmembers: Robert Cox; Waldo D. Galan; R. Scott Phillips; Phil E. Schmidt; Carter Wilkey.

STAFF PRESENT: City Manager Paul Bittmenn; City Attorney Randall McUne; Finance Director Terri Marsh; City Recorder Amber Ray; City Engineer Kent Fugal; Police Chief Darin Adams; Fire Chief Mike Phillips; Leisure Services Director Ken Nielson; Senior Engineer Jonathan Stathis; Public Works Director Ryan Marshall.

OTHERS PRESENT: Sue Longson, Miriam Keener, Brant Parker, Scotty Harville, Ann Clark, Diane and Mike Dreyer, Tom Jett, Tonya Payne, Bill Payne, Jeff Richards, Vickie Graham, Russell Westwood, Hunter Shaheen, Dallas Buckner, Laurie Scholzen, Caleb Leavitt, Paul Monroe, Christian Simmons

CALL TO ORDER: Councilmember Schmidt gave the invocation; the pledge was led by Scotty Harville.

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

ADMINISTRATION AGENDA – MAYOR AND COUNCIL BUSINESS; STAFF COMMENTS: ■ **Mayor:** Scotty, I just want to thank you publicly for what you and the rest of your crew does for veterans. My father-in-law passed away, and they came to the funeral service and performed the ceremony, and it was really meaningful for me and my family, so thank you. ■ **Wilkey:** First time meeting since the Harvest Decorating in the Downtown. I want to give a personal shout-out to Councilman Phillips and the people that he has, and I don't think our citizens know the work and the actual financial responsibility that Councilman Phillips takes on himself to make our town look the way it is. I want to thank him publicly for all that he does for our downtown because it looks awesome.

PUBLIC HEARING TO CONSIDER A GENERAL PLAN CHANGE FROM CENTRAL COMMERCIAL TO BUSINESS/LIGHT MANUFACTURING AND A ZONE CHANGE FROM INDUSTRIAL AND MANUFACTURING (I&M-2) TO INDUSTRIAL AND MANUFACTURING (I&M-1) IN THE VICINITY OF 226 N 3325 W. GO CIVIL/ RANDALL MCUNE **Dallas Buckner:** This is a zone change request out at Diamonti Industrial Subdivision. I've done, several of the projects over here on the east side. We're working on a commercial building permit, going through sketch plan and working with staff, the landowner likes the table of uses for this better in I&M-1, which are more towards business commercial versus I&M-2. Diamonti Subdivision as a whole is I&M-2 and I&M-1. The parcel just to the north of us is split zoned a little bit, and then we're kind of the first full parcel in I&M-2. That's the reason for the zone change. We're putting in some shell buildings, flex space, and for the size of the project and what they anticipate for tenants, it is going to be I&M-1. The table of uses is more friendly to business commercial versus heavy manufacturing. I&M-2 kind of excludes some of those more business commercial uses. I think all of Diamonti is actually general planned commercial, but it was developed like an industrial subdivision. I think when they did the subdivision they just left it

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and let it ride, but for this one we wanted to change it to I&M-1, and then because we're doing the application we did the general plan as well. **Wilkey:** So it would be creating an island, but it would be creating an I&M-1 island in the middle of a bunch of I&M-2 zoned properties. **Dallas:** It would create an island on the general plan. Everything around this is zoned industrial. Right now it's split zoned I&M-1, so the south portion of Diamonti is I&M-2, the north portion is I&M-1, but all of it is general planned commercial. **Wilkey:** Sounds like we need a change in general plan. **Randall:** I would note as well, not that an island is a statutory prohibition anymore, but do note the property to the north of it, because it's split zoned where it is, we would treat that entire thing as open to more. Which more or less means they're going to use it as I&M-1, because it allows them to. As much as we'd love it if we could have council consenting to just moving that line, that's a little harder here because we haven't asked that neighbor yet. Just know that's how it's treated, and when they actually get applications, we'll treat that as an I&M-1. **Schmidt:** So Mosdel and Holiday, their buildings are built, I believe, but are they I&M-1 use? **Dallas:** Holiday, I don't think is built. Pioneer Floor is to the south, they're built. They're I&M-2. It's just a warehouse, basically. **Schmidt:** But it would classify as I&M-1, what they're doing? Basically for everything here, I&M-1 is a better zone. I&M-2, that's paving, gravel pits, asphalt, all that, and that doesn't really fit here. I&M-1 is a great zone, so I don't blame them for trying to change. I think this is a good thing.

Public Hearing Opened
Public Hearing Closed

Councilmember Phillips moved to put this item on the action agenda; seconded by Councilmember Cox; vote unanimous.

PUBLIC HEARING TO CONSIDER A ZONE CHANGE FROM ANNEXED TRANSITION TO RESIDENTIAL – SINGLE FAMILY (R-1), RESIDENTIAL – SINGLE FAMILY (R-2-1), RESIDENTIAL – TWO UNIT (R-2-2), RESIDENTIAL – MULTIPLE UNIT (R-3-M), AND CENTRAL COMMERCIAL (CC) IN THE VICINITY OF WESTVIEW DRIVE AND SOUTH MOUNTAIN DRIVE (BAUER MEADOWS RDO). GO CIVIL/ RANDALL MCUNE **Dallas Buckner:** This is out at the Bauer Meadow RDO. When RDOs come in and are approved, it doesn't change the underlying zone. We've come through and done several different projects out here, and the area that we're requesting the zone change is just the areas that we didn't ever come through and do the zoning for. We're proposing five different pods. R-1, R-2-1, R-2-2, R-3-M, and Commercial. When the RDO got approved, we had done a buffered approach. The R-2-2 closest to South Mountain and Westview, a strip of R-2-1, then R-1. Everything is in conformance with what was approved originally. **Randall:** I think this is the closest one I've ever seen to matching the RDO. We might actually be within inches. It's exactly the same map. **Phillips:** Do you have any projections on development? Not what is being developed, but how soon. I am very concerned about the continuing of more subdivisions and more housing out there without alternate traffic routes for the people so they're not infringing on Eagle Ridge. **Dallas:** We have gotten technical approval from staff on the fourth phase of The Valley, so this whole valley here will be built out, I would say by next year it'll be under construction and platted. Then we have another valley with a similar concept that we'll move to. Kent Fugal might have some feedback on alternate traffic routes that he brought up in Planning Commission. **Kent:** With that road that we have the federal aid funding for, that funding will become available in July of 2027, less than a year away. I don't think we'll be through the process to be able to bid it and start construction that soon, but certainly by the summer of 2028, we would expect that road to be constructed. It's not that far out into the future. **Phillips:** That helps. That was one of my big concerns. When it is developed, there will be more traffic on South Mountain

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going through Eagle Ridge. **Kent:** By the time we get the right-of-way secured, get the federal aid agreement in place, work with UDOT to hire a consultant, get it designed, and the environmental studies done, it'll probably take us most of the way through 2027 before we're ready to bid the project. **Mayor:** When an RDO is in place, what can cause that RDO to break apart or to be canceled? **Randall:** We don't really have a way other than the same way you created it under the ordinance to change it. You have to go through the same process that we created the RDO with to amend the RDO. **Mayor:** If a developer wanted out of it, that's what they would do? They would go through that process? **Randall:** They'd go through and cancel it and amend to nothing. It's similar in concept we do with most of our plats and everything else to undo. **Mayor:** But there's not an expiration on the RDOs that they naturally go away if for example, they weren't developed in a certain period of time. **Randall:** Not that I'm aware of. It's something we can add to one. If a new one comes up, we can add an expiration date. Development Agreements usually have limits to them. **Mayor:** The only reason I asked that question is just trying to think about the potential outcomes. If the current RDO did have an expiration on it, leaving the annexed transition zone then allows the council to decide what zoning that gets assigned later, versus by doing this now, we are entitling that zoning if the RDO did go away. **Randall:** The struggle that you'll run into is that when we approve an RDO, you're already giving them a reason to invest in it. If you start just throwing out RDOs without some really good justification as to a change in circumstances that we would not have been aware of at the time we approved it, you are going to create some issues for us. If you work with a developer and say, "Hey, can we have some different proposals?" and they're okay with that, that's a totally different concept. But to say yes on one side and no on the other, not only do you feel like Congress, but it can also create some legal issues. **Wilkey:** There's nothing in the RDO that says you have to be ready to develop in order to get the zone change? You can do the zone change any moment after the RDO's been approved? **Randall:** Correct. **Wilkey:** It'd be nice to see if the zone changes are happening as the development's happening, but who knows, we could make the zone change now and nothing could still happen for another 20 years. **Randall:** One tiny clarification that I don't think would be applicable here. There is now a built-in expiration of an RDO, but that's seven years of no progress. We've had progress all the way along on this one. Add to that, and Paul pointed this out when we were looking at it here, this was created in 2021. This RDO was created before that. It may not be applicable. We'd have to look at that. Even under that, they more than meet it. The goal when we do these RDOs, much like when we do some of the old master plan developments, is to allow large developments that are going to take many, many years to build out, to not worry about changing politics as things go along. That's the danger, new people come in, don't like the old plan, but the developers have already been planning on moving forward with this idea. Just as a warning, it's dangerous to go away from RDOs. **Phillips:** I think perhaps the only thing that may have changed and progressed faster than you were building out is the opening and closing of South Mountain. The road itself is closed a lot. **Dallas:** The city has half a dozen water lines that are master planned in there.

Public Hearing Opened

Vickie Graham: I live in Eagle Ridge, and right now they do have the signal lights on it for those water lines. Jackrabbits are alive and well in front of my house. Once they get through those lights, I walk my dog every morning between 7:00 and 8:00, which sounds weird for Cedar City to call at rush hour, but I counted seven cars. My dog heard me call them names that ran the stop sign on the corner, because they come out of those signal lights, and then they hit the four-way stop at the bottom of what we lovingly call the ditch out there, and then they have to come across the hump, and then they hit a four-way stop sign, which they're not stopping at. If any of Cedar City's finest could hear about this and then maybe come hang out between 7:00 and 8:00 in the morning, that's when it's happening. I can see you guys in the corner over there. Please visit our neighborhood

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again. **Phillips:** I saw a police officer out there yesterday. It was about 2 o'clock in the afternoon, because I was out there driving and looking at this. **Vickie:** That's the lull. Please, the sooner the better, because we're going to have all this construction now. 400 houses out there in Bauer Meadows. It used to have a rock that looked like a chair, so I wanted that chair rock, but I never did get it, because it's a bit big for my yard. All that construction is going to just multiply what's happening now with those lights. The good part about the lights is that there is a time when there's no cars. But then they come flying by, and someone's going to get hurt. Between 7:00 and 8:00, the school buses are out there, kids are out, people are out, and someone's going to get hurt. I would appreciate a visit. I appreciate that the road is coming in. I really do. I figured I'd be dead and buried by the time it happened. The sooner the better.

Public Hearing Closed

Councilmember Phillips moved to put this item on the action agenda; seconded by Councilmember Cox; vote unanimous.

CONSIDER RE-DESIGN OF BARRIER ON ROYAL HUNTE DRIVE. RUSSELL WESTWOOD **Russell Westwood:** I represent Jenkins Oil. We are here in opposition to the proposed concrete barrier that is designed on Royal Hunte Drive past the Rally Stop. We understand there's traffic congestion towards Cross Hollow Road and cross traffic between the businesses there. We have some significant concerns to the operations of this business and the safety of the community with adding that concrete barrier. We've met with the city and UDOT. We've had multiple meetings with Kimley-Horn Engineering, who was contracted by UDOT to do the traffic analysis on this city road to have it incorporated into the UDOT project, even though it is a city road. They sent us this truck turn analysis to show how we would supply that fuel station with fuel. After we received the truck turning exhibit, we identified a significant concern because the vehicle that's rendered there is 72 feet long, and the current semi that services that station four times a week is 105 feet long. There's a 33-foot deficit between what will actually work with the concrete barrier and what will not. Because of the discrepancy, we requested that a new turning analysis be completed using the actual 105-foot truck length that services the Rally Stop. We spoke with a girl named Ava, and she subsequently responded by email in response stating that she would provide an updated file in one to two weeks that showed the turn radiuses. Several weeks later, we followed up with no response from Ava, and we, at the end of the day, never received a response from Ava or UDOT regarding the 105-foot request of the modeling. It is not possible for the 105-foot truck to service the gas station and return to I-15 without going over Leigh Hill. Our concern is that the only way for that truck to get back to I-15 is to come in, service the gas station, and then go over Leigh Hill through residential, past the Aquatic Center, past the school zone at the middle school, past the temple, and down the steep Cove Drive on the north side of Leigh Hill. There're a few concerns that we have from the operation standpoint of the gas station. I've walked it many times, and I've been there multiple times in the day. The problem we face is that the semi has to come down Royal Hunte towards the north, turn onto Bentley, pull into the northeastern access point of the business, and then fuel the tanks facing south. Right now, the semi is coming off of I-15, coming down, pulling through, and stopping. They pull over to the concrete wall tight against that other building to allow proper circulation for customers to get fuel while they are unloading the fuel. From there, they leave, pull back out, get in the turn lane, and get on the freeway. They limit their time with other civilians and other drivers on the road. The concern we have, and the topic and conversations we've had with the city is why not have the semi come off of Royal Hunte and pull into here? We don't have enough radius to make that turn at the fuel canopy, to be close enough to the tanks to unload the fuel. The fuel tankers are designed with all of the fueling valves on the passenger side of the truck. In order to fuel the tanks from the driver's side of

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the truck, we would have to run the hoses underneath the truck, and we'd have to double the length of our hoses. The driver would be on the opposite side of the truck fueling the tanks from where the valves are. If a spill occurred or anything happened, we would have a much longer response time to a shutoff valve. That's the number one concern of why we can't come into the property and then get back onto Bentley, then head back south on Royal Hunte. The next concern that we've discussed with UDOT and the city is using a smaller truck. It's just not a practical solution that Jenkins Oil can viably survive. Jenkins Oil has to travel from Cedar City to the Chevron refinery in Salt Lake City. It's a 10 to 12-hour round trip, to load the tanker, travel, and leave the port. They have to do all of those things to get there to deliver the fuel. We would cut our efficiency by 39% if we were to go from a 105-foot truck that holds 13,000 gallons to a 75-foot truck that holds 8,000 gallons. We feel that our goal is to reduce the number of tanker trips and not increase them, especially not through a residential area or across any school zones. We're quite concerned with the impact that our customers are going to receive and what our cost is going to incur due to the shorted efficiency of having to use smaller trucks. More deliveries result in higher freight costs, more tanker trips, greater fuel and transportation expenses, which we would then lose a competitive edge that every other fuel supplier in Cedar City market uses. We would have a much higher cost per gallon to provide fuel for our customers doing that. Ultimately, these additional costs would put Jenkins Oil at a competitive disadvantage in the Cedar City market. The Rally Stop there at Providence was specifically redesigned a few years ago to handle a higher capacity of fuel so that we could limit the deliveries. There was a large investment. The Jenkins have invested millions as well as Chevron to that station. The Chevron deal they have is based on volume of sales. If they don't meet that volume of sales, Chevron is going to require a refund or a buyback for the investments for the volume-driven business model. Another concern we have, aside from shortening the truck length, is if the concrete barrier were to stay, per the design there, our secondary access, which is that northeast corner by Grifols, becomes our primary entrance and exit. It's stopping all traffic flow back to the I-15 corridor, leaving the gas station going southbound. That driveway is 27 feet wide. That's where the dumpsters are, and that's where all of the employee parking is. It's also the main delivery location where we have 21 deliveries on average per week of semis that deliver all of the goods that are sold there in that store, not only fuel, but the food, beverages, and so on and so forth. When the semis there are delivering product, we cut that drive aisle to about 12 feet wide, and it creates an obvious concern for vehicle circulation and congestion on that side of the project. We feel that it's not an efficient or desirable long-term traffic solution for our customers to use. Another thing I'd like everyone to really look into is where the congestion actually is coming from. We looked at all of the traffic studies that UDOT provided, and the distance of the intersections to the main Cross Hollow intersection, where a majority of the accidents happen and the congestion. The majority of the congestion appears to originate from the three access points closest to Cross Hollow Road. Number one being Panda Express and Mountain America, which is 125 feet from the intersection, Cafe Rio and Starbucks, which is 150 feet from the intersection, and Sage Drive, which is approximately 225 feet from the intersection. UDOT has specific access management standards regarding the proximity of access points to major intersections. All three of these access points are located within 300 feet of the Cross Hollow Road intersection and are therefore in violation to a current design standard that UDOT holds. We looked at the traffic data that UDOT lastly updated in 2024, and the annual average daily traffic study conducted by UDOT shows that Royal Hunte Drive receives on average 2,700 cars per day, and Sage Drive receives on average 5,200 cars per day. Cross Hollow Road is an average of 5,800 cars per day. So we see, we need to look at the statistics there. That shows statistically that the traffic and the congestion is coming from Sage and those two business accesses within 300 feet of the intersection. The traffic is not going north up Royal

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Hunte over the hill, other than the local traffic that's used daily there. We believe the focus should be on addressing the actual source of congestion rather than eliminating the access movement that is crucial and critical to the safe operation of the Rally Stop. Statistically, this shows that the traffic is coming from those three spots, per the UDOT study. We've walked this with Kent. We've been on site many times. We've been there when it's busy. We've been there when it's not busy. We've noticed that primarily the two busiest times in the day are when school starts and when school gets out. We propose a solution that we feel is going to address the main congestion on Royal Hunte but also provide a safe solution to the citizens here in Cedar City. That solution is, we are proposing a shortened concrete barrier that ends at the southern property line of the Rally Stop. Under our proposal, the barrier would end approximately 392 feet from the Cross Hollow Road intersection and 95 feet from the Sage Drive intersection. This would allow traffic coming from Sage Drive to travel north and then perform a U-turn at the new signal there on Bentley. At the same time, it would preserve the necessary access for the Rally Stop and its 105-foot fuel tankers. This solution would also shorten the proposed concrete barrier, potentially reduce construction costs and saving taxpayer dollars by installing the barrier only where it's actually necessary due to the traffic study. Lastly, our primary concern is safety. We feel that it would be the safest decision for the city, Jenkins Oil, and the residents of the city to stop the concrete barrier at the southern property boundary of the Rally Stop to allow the 105-foot semi to safely access the I-15 corridor as it currently does, rather than having to pass over Leigh Hill, through the school zone, and down the north face of Leigh Hill, which is a very scary road in the winter. It's very steep. You guys know how many times you've had to replace that block wall, sections of it, when cars hit it. Our concern is a 105-foot semi going through that neighborhood and down that hill in the winter. The proposed barrier may solve one traffic movement, but it creates another problem, forcing large commercial fuel tankers onto a route that includes a school zone and residential streets. That does not eliminate the truck's traffic, it simply moves it elsewhere and potentially somewhere less appropriate and more dangerous. **Phillips:** My apologies, I meant to call you back today. I got crazy busy, so I didn't want you to think I was avoiding you. I'm glad you brought a solution. As you were going through, I thought- what's the solution? Believe me, we have talked about this a lot in the last year and a half. When this barrier goes up, whether it's shortened or whether it stays as planned, the traffic on Sage Drive is going to change because they will no longer be able to turn left at all. They're going to go to Bentley if they're going to head down that way, I would assume. The traffic on Bentley will double. I'm concerned about that. I get where you're coming from. It would help me understand what the green, yellow, and purple mean on this. **Russell:** The green and the purple lines show the UDOT exhibit that was presented to us as a solution of how we should deliver fuel to that. UDOT tried to show how we could go around the block to safely get back to I-15 without going through a school zone. **Wilkey:** Why don't you show us why that does or does not work. **Russell:** The first option was to go down Bentley all the way to the end. To turn right onto Sage Drive. To do that, we would be in oncoming traffic to make that swing with what they showed as a 73-foot semi. You couldn't do that in a 105-foot truck. Then they have us coming back down to Regency Road right there where the Vasa Fitness is, to turn there, which with a 73-foot truck, we would have to enforce and require a no-parking solution across the curb line there because there's overflow parking from the gym and movie theater there. That road is always congested. The point being was that the 74-foot truck could barely do it. The 105 could not. That's what services the fuel station. That's where our concern comes from. From a logistics standpoint, how do we efficiently deliver fuel to this store safely? **Phillips:** So in your discussions with your folks, have you had any thoughts about whether the barrier is shortened or whether it remains the same, about changing? You are going to get increased traffic on that northeast entrance into your fuel station, you just are. You've got to look at it and see, regardless of what the barrier does, how can you accommodate all

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those additional cars that are going to come in that way because they can't come in the other way. **Russell:** Unless it was shortened to the southern property line, then the traffic could move as it currently does, freely, left, right. **Phillips:** But it's a valid point that likely when there's a stoplight, people are going to go over to the stoplight because they don't have to fight the traffic to turn left. I see your dilemma, I understand what it is. **Schmidt:** I talked with Russell earlier today and looked at this. Going down and around Bentley would not be a good thing for a semi, especially that long and fuel trucks because there's all kinds of cars down that way. To me, if you could come in from the freeway and turn right, and we talked about this, you'd have to adjust where your hoses go, but then go back up to Bentley and then come out Bentley to the stop sign. Kent, could we just make that barrier such that it would allow a 105-foot truck to make a left turn at that stoplight? **Kent:** I think adjusting the exact location of the end of that median curb to accommodate a turning movement is very doable. I think UDOT would be agreeable to that. **Schmidt:** I think, Russell, it might not be the simplest for you. I think for the traffic that's going to be increasing on these roads, I think that's your best bet. If I was you, that's what I would ask for. If we put that barrier such that he can still make that left turn, I think for everything else that we'd be moving around, that is by far the best thing to look at. **Russell:** If you're going to shorten it some, why not shorten it clear down? It doesn't change anything. The problem we have with that solution really stems from the design of the fuel tankers. All of the fuel tankers are designed to be unloaded from the passenger side. If we were to do that, the operator would have to hook his fuel lines up. We'd have to run double the hose length underneath the tanker, and then they would have to walk around the semi or crawl under it to change the valves, which is a much slower process to unload fuel to get back on the freeway. **Schmidt:** For right now, though, Kent, what do you think the chances are with UDOT shortening that barricade clear down to their south property line? **Kent:** If I may, let me give a little bit of background on this. The traffic analysis for this started long before Kimley Horn was hired to do the final design of the project. As part of the environmental study, there was a lot of traffic analysis that was done. That traffic analysis is what determined that this was the preferred solution for the operation of the interchange. What becomes important on this is that with this intersection at Cross Hollow Road, Providence Center, and Royal Hunte being such a key intersection, if that doesn't function well, the interchange itself is negatively impacted. That's why UDOT cares. That's why UDOT is spending so much money to widen that intersection and add dual lefts on all four approaches, adding right turn bays where they don't exist today, all those kinds of things, and then widening our roadways back for some distance, both directions, and also funding putting in a traffic signal at Bentley. That's all to protect the operation of this intersection because it is so key to the operation of the interchange itself. They're investing well over $100 million in this project, and they need to take those steps that will protect that investment and keep everything operating efficiently, which translates to safely. Inefficient operation always leads to safety problems. To keep the overall solution operating safely and efficiently, their traffic analysis determined that that median curb needed to run all the way down to Bentley. That's what that was. When I was first approached on this, I said, "Let me go back to the design team, see if there's any additional traffic analysis that could verify or refute the conclusions that came out of the environmental study." They came back with essentially the same answer that the previous consultant had come up with, that that's what was needed. That's why they're proposing that. We've got the same issues in other locations on the project. Same kinds of things. That's what drove that. In terms of where exactly this ends, if the truck that's being used couldn't make the left turn without encroaching, the stop bar in the left turn bay could be moved back a few feet. The barrier could end back a few feet to be able to accommodate that turning movement. I think that's an adjustment UDOT would be more than happy to make. They have told us pretty explicitly, removing the median barrier down through there is not an option. There are so many drive

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approaches right in there. You've got a couple of them for the Rally Stop. You've got two over here for the taco place, orthodontics. There's so many accesses there that if that is removed and left turns are occurring at all of those driveways like they do today, that creates too much disruption to that traffic, creates inefficiency, creates safety problems that would prohibit the intersection at Cross Hollow from functioning through the potential it needs to function to protect the investment in the interchange. So that's UDOT's position that they've expressed. From my traffic engineering background, I agree with them 100% that that's what should happen. **Wilkey:** We met out there yesterday, which I appreciate you calling me and us going out there. Unfortunately, islands and U-turns are not a trailer's best friend. I get this better than most. But we're talking about medians. These medians stretch from this on the north end, they go south. They go all the way west to the end of Walmart, and they go all the way east under the freeway, across the intersection, all the way almost to where the new Smith's is. There's not going to be left-hand turns to be had anywhere in this entire end of town after this project is all done. A couple of concerns I have, this is not to say I don't agree with you or disagree with you, but just some real concerns. One, how do we go back to UDOT and say, "We don't like your plan"? That's a real concern. I'm not going to lie. Two, let's say we ended the barrier, kept it straight so it doesn't start to curve, and we ended it at the red line. How do you still make that left out of there without the tail pup going over that barrier? I don't think the truck can make that left-hand turn either. He's not going to be able to come out. We'd have to actually take that red line and move it even further to the south because your truck trying to come out of that entrance. If we were even to consider that, which I don't know if UDOT would even listen to us, I would want to see the modeling on that to make sure that even works. And my biggest concern is people aren't going to go to the light to make the left. As soon as that island ends, they're going to flip around right there, and it's going to throw off the whole concept because you're going to have people flipping left-hand turns there, people turning right at a Del Taco, people doing all this stuff, and it's just going to throw off the circulation. That's a real concern. My other concern is every business is losing left-hand turns. Walmart's losing lefts, Café Rio, the list goes on and on and on of who's losing left-hand turns, and we're going to make an exception here? The hard part for me is how do we make such a big change for four deliveries a week. We're making an entire intersection change because of four semis that come. It's a hard lift. I'm just being honest with you. It's a hard lift for us to say, "We disagree, UDOT." **Russell:** My response to that would be is because that concrete barrier where it's ending at the Bentley intersection is the lowest traffic study section of this new proposed intersection revisal. It's going to residential. It's not going to more commercial. It is, in a sense, a dead end for commercial traffic, as it should be. No commercial traffic should go over Leigh Hill. That would be our position to argue, that being at the hammerhead of the dead end of the commercial. The U-turn is still going to have that turn lane and that turn pocket to go to the light where they should and an additional 93 feet past that intersection of where that significant traffic is coming off Sage. **Cox:** What influence can we have if we wanted to do this with UDOT in this program? Do we have the ultimate say when it comes because it's on a city street, but we're using their money to do the whole thing. So where are we at with that? **Kent:** Because this is a federally funded roadway project, it has certain standards it has to meet. There would be some design exceptions that would need to be granted in order for this design to change because the analysis shows that this is what is needed. So to deviate from that would require that type of approval. I don't think UDOT's interested in trying to pursue that. I think they certainly have heard concerns on this. They've been willing to revisit the traffic analysis, make sure that the answer is what they think the answer is, and that has come back to support that. I don't see at this point that they're going to give any ground. If the design were to change right now, it would probably require reopening the environmental study. It would significantly delay the project. I don't see that as even a possibility. **Cox:** So they can shorten a little bit, but they can't a

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lot? I want to understand what our power is. **Kent:** By shortening it a few feet to accommodate a turning movement, that doesn't change the concept of how this would function. It just accommodates a turning vehicle. The other part, that's much different than a change that alters what all of the analysis said needs to be done. Russell did comment about with that other route that if that were to happen, there would likely need to be some parking restrictions in some places. That's something I would definitely support. We would be here in front of you to say we want to paint some of these curbs red to keep some of these areas clear for trucks to be able to make the turns. I think that's very reasonable that we would do that, and I would support that 100%. **Russell:** I would like to respond to your question, Robert. We were told directly by UDOT, at the end of the day, the decision comes down to the city. So that is why we're here, because it is a city street and because the city requested UDOT's assistance in designing the intersection. So at the end of the day, it is a city street, and the city has the overall decision on that design. **Galan:** If I understand correctly both sides of this, number one priority, and I think you would agree, is safety. We don't want that truck going over the hill. It could be dangerous going down the hill on the other side. There are schools, the Aquatic Center, small residential streets. Safety number one. Number two is the economic impact on your business. The economic impact has to do with the difference between the larger truck versus the smaller truck. Everything else you said outside of those two things become informational, but they're not important, to be quite frank. Whether the hose has to go underneath or not, I know you can manage that. The most reasonable position, I think, right now is to go back with Kent's support and figure out how much to shorten that green line up there so you can make that left turn and then deal with the rest of it because you're going to maintain your economic viability. You're going to mitigate all of the potential safety issues, and you're not going to have to deal with red-lining little streets on the side and so on and so forth. My suggestion is let's go back, let's figure out how to shorten it to make that left turn and have them come in this way and be done. I don't think there's another viable alternative without disrupting a major process, even if it's up to us to make all the changes. When the two main concerns, which is safety, but financial viability is really important, and it takes care of that. **Russell:** I think we are going to be impacted by that barrier economically. If that's the decision and the route we're going to go, I would like a response from UDOT because we have requested multiple updated designs and to feel like we've just been ghosted or left with unanswered questions. **Galan:** You definitely merit a response. Kent, you're willing to get that no matter what takes place here? **Kent:** Yes. I know you mentioned Ava was the one you had communicated with. She is on the public relations side with the design team, and she's the one who has been dealing a lot with the property owners on various issues. She probably hasn't given you something because maybe she hasn't gotten that back. I don't know. I can certainly talk to the consultant's project manager to see if we can shake something loose from them to send over to Russell. **Cox:** I would also, for their benefit, like to ask the state road, “If we put it back there, what does it do to the project and the funding?" We at least ought to ask the question and get an answer. I think we have more power than we're giving ourselves credit for. **Galan:** Can we address that? I don't see a big difference, other than the fact that it's more convenient with the hoses, to take that whole green line all the way back. The turning radius is not going to improve any, whether he does it from the top corner or that side. The only issue is where the hoses end up over the tank. To risk having to have a renegotiation and a payback and whatever for all of the design and an environmental additional study, it's not worth the trip. **Cox:** It's worth the question. **Galan:** It's worth the question. It was answered. **Cox:** He didn't answer, though. He kind of danced around and didn't say what the city asked. It's not going to cost us anything to ask the question and see what we can do. **Phillips:** A little bit different, but on the topic, Russell you mentioned, and I would agree with you, I've been concerned for years about the non-compliance that the current driveway is at Panda Express, Mountain America, Starbucks, as well as Sage

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Drive. My question to you, Kent, in the course of Kimley Horn and UDOT doing all this study, did they look at any of those about requesting that those driveways be altered or changed or closed or redrawn as done in different locations? **Kent:** I'm not sure what they looked at in terms of potentially closing driveways. I know they are hesitant to do that, especially when it's not on their roadway, to mandate the closure of a driveway. **Russell:** The city could move to do that. **Phillips:** So we do have some power because it is a city street? **Cox:** That's my point. I think we can ask the question and get an answer straight instead of guessing or making assumptions that it's not going to happen. **Russell:** We feel that we've asked multiple questions to fully evaluate the situation and to see what the economic and safety impact is going to be for us to service our customers. We haven't received any direction or answers to the questions. I feel like UDOT's moved from 0 to 100. There's no enforcement. There's no right-hand or no left-hand turns allowed. There's no four-way or three-way stop sign at Bentley. Let's see what this is going to do to the traffic before we jump to the conclusion of putting a concrete barrier all the way down that road in the meantime before the design is finalized and construction starts so that we can see if eliminating those two access or three access points help alleviate the congestion there because most of the congestion comes from those three. **Phillips:** It just seems to me in the last part of my comment that Sage Drive will become a road to nowhere. **Schmidt:** I just talked to the project manager, Devin Squires, on this project two days ago. It's very close to coming out to bid. I can tell you right now, working with UDOT, they are not going to want to look at a lot of different things. If Kent asked him, "Can we move this back?" they'll probably say yes. If he says, "Can we look at a whole new study to see if we can move this back?" You're going to probably be told no because the project is closed. It's federally funded. The more we change things around now, the more chances it gets delayed really bad. **Russell:** I've been asking UDOT for six months for a response. That's where my frustration is, why I have come here to the city. **Schmidt:** I think the easiest thing might not be the best for you, but the easiest thing to work with UDOT is we move that back a little bit and you make a left-hand turn. I could see that. If you're going to try to talk to move the whole thing, you're going to hit a wall. **Russell:** Because they've waited until the last minute. **Cox:** He deserves an answer. And we deserve to ask the questions. **Mayor:** It's frustrating for a citizen to not have us figure out can we do it or not. **Cox:** Do the state roads or the city have the ability to do all this stuff? I want a straight answer. We need to ask the questions so we can get a straight answer. **Kent:** I have been told by UDOT, by their PM, Devin Squire, that they're not going to be changing the design. We've had similar requests at other locations on the project. The answer is no. That'll be the answer on this one. Whether we go in later and do something after they're done, I guess that would be a city decision. I would certainly recommend against changing what UDOT is building now, but that is a decision we could make once UDOT's out of the picture. **Cox:** Can you get them to send you an email or document the decision so that we know that we don't have any power in making this decision? **Kent:** We can do that. **Wilkey:** Is there a way to get the modeling to see if the truck would fit with the no parking? If the truck would fit going down by South Central and then coming back and going through Regency. I know it's not a great option, but to Councilman Galan’s point, it's safe and it's only an extra quarter of a mile or half a mile. Economically, it's viable. It's still safe if we have to red-curb in front of Vasa or the old Wingers. **Kent:** I think that the trucks should be able to make that. They're saying the trucks come down, make the turn onto Bentley, and then turn in here to come to the tank. This curve right here is much, much tighter than anything on that route going down around the other way. If they can make this, they can make those others. **Wilkey:** Can we just get some modeling? **Russell:** We've asked that same question for six months. We'd love to see a traffic analysis of what our turn will be around those points with our truck. Before we jump to a conclusion, I think we need to look at all of our options and viable routes to be able to make a decision. We've now pushed this to the 11th hour, and it feels wrong as a citizen to not get any

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answers or feedback from UDOT on a city road. **Craig Gubler:** When you guys say come down around Vasa and come down Sage and come up and hit that stoplight and try to turn doubles around on that barrier, that truck's not going to make that corner. **Mayor:** If we had modeling. **Eric Jenkins**: Jenkins Oil. If you did move that back, it would make it a lot easier. But I don't know for sure getting a truck that big in and out of there. Altogether, I'd just like to say I think this design is unsafe, and it's going to make business hard. This is one of our best stores. We're going to eliminate half of the people that come in off Leigh Hill. It's going to destroy our business, and it's going to be unsafe. **Wilkey:** To one thing that you just said, people coming down off of Leigh Hill, currently come down and they make what could be considered an illegal left-hand turn into your location now. What's the difference between them turning left right into your store versus making a left at the light and then pulling in the back entrance? **Eric:** Well, most people probably aren't going to do that. They get in there, then they have to backtrack and come out. If they can come in and then go back out and go to I-15, it's way more convenient. That's what that is, a convenient store. If it's not convenient, they don't do it. It will eliminate half our business. I know this. We've had it happen to us in other locations. It just will. Our business will die. **Schmidt:** Once this project is done, there's not a person in town that's going to use the same traffic pattern that they've been using because it is going to change everybody. So they're all going to get used to a new way. **Eric:** I know UDOT really wants to do this to protect their investment. I'm against it because I want to protect my investment. We've spent a lot of money out there, and now to just have that store destroyed, I guess it's easy for everybody else to just say, "Oh, well, you're going to do this, tough." I don't think it's right. **Galan:** It's not easy. We have been talking about and it wasn't articulated before until you just came up, but we could read the tea leaves. You don't want that barrier past that red line because it curtails the traffic turning left into your store, which would be more convenient. That was obvious to us from the very beginning. We didn't address it because you didn't mention it out loud. But now that you have, clearly, that's an obvious reason for getting rid of that. Sometimes I think that it's even a better reason than the turning radius. Because at the end of the day, you can cut that thing back however many feet, and you'll turn the truck there. The main issues, again, are two. Safety, over the hill, and even going through the movie theater. I don't like that idea at all. That's getting a massive truck through residential and commercial areas that could be also a safety issue. The best alternative is to get you out of there safely. So safety is one. The other one is economics. I'm not sure if you've quantified. Obviously, you feel strongly enough that there is going to be a detrimental impact financially on your business if that green stripe is put in there. I don't know what percentage of your total business comes down the hill and turns left. **Eric:** We believe it's more than half our business comes off Leigh Hill. **Galan:** So that's a consideration. To me, that's an additional argument for having the question finally answered. **Eric:** If I didn't think it would matter, I wouldn't be here. I don't like speaking in public. I don't like any of this stuff. That's life or death for us right there. **Galan:** We understand. We've been talking about it since the whole conversation started. That's an obvious reason for getting rid of that, more than the turning radius in my book, because it's a business. So let's get the questions asked and answered, and then we'll try to figure out how to mitigate the impact.

Public Comment:

Laurie Scholtzen: We own the dental building across on this intersection. So we also own the lighthouse. This probably affects me the most. To speak to the comment that he made of being in the 11th hour and the power that all of you have, we're about three years down the road, in my opinion, had UDOT had a full plan when it first came out, I would like to believe that all of you sitting here would have maybe reevaluated their original plan. When we purchased this building, we did our due diligence, and this median was not here, nor any of this. This was like the second phase or third phase of their proposed project. Getting any information back from UDOT, I think

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I'm at least two years into this process that it had been public for a full year before we were even notified. I just wanted to publicly say that it would have been really great if city council could have been a lot more informed. It was just always publicized, south interchange. I don't know that anyone sitting in this room understood how many businesses have been affected when all is said and done. I don't know if we'll need to change the traffic pattern because I don't know if anyone's going to be coming there because they can't get in and out of any of the businesses that they are used to accessing. In specific to this particular spot, one of my big questions when evaluating this, because UDOT has not responded or given me any answers. How do I access my building? When the light goes in, what looks like is an entrance right at the light is not. We actually are $20,000, not exaggerating, just into engineering how we can get an entrance in there. Our estimates are over a quarter of a million dollars plus purchasing property from the medical center that's right there. It's a one-way only entrance. How this ever got approved however many years ago, I have no idea. When we start talking about safety and traffic, I don't know where my patients are going to be entering our property at all. **Wilkey:** Where do they exit? **Laurie:** In theory either out through Walgreens, which then they have to make left or right or out any of those others where there is an exit. I don't know how it was approved. Probably none of you were here sitting here and know either because it was so long ago. **Wilkey:** So how does this change anything, though? They're still going to enter right there. **Laurie:** Maybe. **Wilkey:** They're either going to come down the hill and turn right. They're going to turn left off of Bentley and then turn right. Or they're going to come up from the south, make the U-turn, and pull in. **Laurie:** That's my question, though. When you start talking about safety coming down that hill, I do think at some point they're going to say, "You can't make a U-turn there because of safety." Therefore, then I have no access into my business. What is city council doing to help protect our business? We can see the long-term impact on the businesses, not just me, but all of those. But specifically mine, I wouldn't come to me. I would find a new place, a new location. I don't understand how this whole traffic flow is going to work. I'm here to say, I, too, agree with shortening that median so that then we have the option of getting patients in and out of our building and/or can someone please help us get something out of UDOT to say, "What are we expecting for a traffic pattern?"

Brant Parker: I have also asked UDOT for information on this project as soon as it was announced. I sent emails out, and I've met with Councilman Phil as soon as it was announced. We met about questions that I had, and I haven't had any responses. I would not go to Vasa to get to Bentley to get over there. That's not reasonable. If we shorten that barrier, I don't know what the traffic technique is called, but where I can do a U-turn without crossing the white line, then that would also shorten it enough for the tractor trailer to go over that direction. I would anticipate that most people leaving those restaurants are going to go north and then do a U-turn. If we say no U-turns right there, now all the traffic's going down Sage and either going over the overpass there or going over the hill to get to 200. I don't know how much money, there's been a lot of traffic studies on the school area over there, and that voids all the traffic studies that were done over there just because all the Sage traffic is going to be going that direction. Related to a different turtle on the north side of town. There was high-density residential put in, and I said, "Hey, all this traffic is going to go through my neighborhood." I was told by the council that, "No, they're going to take this main road and use that as an exit out of the high-density area. They're not going to go through your neighborhood." Now UDOT's considering putting a turtle blocking that section as well. Whoever's in UDOT really likes turtles that block traffic. Maybe figure out who that person is. My overarching question that has never been answered by the council or by UDOT is, is there a light scheduled to come out of Walmart to go west? **Phillips:** No. **Brant:** My suggestion originally was an intersection between Walmart and Home Depot. There's that tiny street, make that into a light so that people could exit and go north. **Schmidt:** We have thought about that, but the streets across

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do not line up. **Brant:**. Can you move it? **Schmidt:** Kent and I talked about that. The streets on the opposite sides do not line up. So it's not really conducive to do that. Isn't there not a public involvement entity engaged by UDOT for these type of things? Is that public? Is it Harmony Public Involvement? Maybe you could reach out to them and they can rattle their chain as well. Because the common thread here is UDOT has not responded. **Brant:** I've reached out to two different entities that kind of try to rein in UDOT when they do stuff like this, and no responses from those as well. **Kent:** I do believe that Harmony Public Involvement is involved. They're not the lead on it. It's Kimley Horn who is leading that. But I do believe that Harmony Public involvement is also involved. **Phillips:** There was a public comment period, and there was a large display in Festival Hall about a year ago or a year and a half ago on this whole project where they were talking about they were proposing to do. **Kent:** They had multiple public open houses. They had one over at Cedar Middle School. They had quite a few. **Brant:** We're killing two businesses potentially with this particular turtle. My main concern is still if you're leaving Walmart and you want to go west, how do we do that? As we build out more subdivisions to the west, more people are going to be trying to do that. One more comment on the red curbs. I live by Canyon View, and red curbs are not enforced ever. The chief of police has made public comments several times when we bring up red curbs that there's no intentions of trying to enforce red curbs because it's just not worth the resources. Now we're saying to this business, "Hey, we'll paint your red curbs and that'll solve all your problems." Why are we going to enforce that red curb but not the red curbs by the school?

Ann Clark: I think this is a nightmare, and I'm going to tell you why. When you do this kind of stuff, first of all, let's be all honest about UDOT. Look at the intersection we have right there by Walmart, the crisscrossing, and everything else that they're now going to redo. I don't have a lot of faith at all in UDOT, especially with the left-hand turn island they put over here on 200 North that backs up the traffic because not all the cars can fit into the left-hand turn. UDOT, I have a problem with that to begin with. I feel sorry for all these businesses because here's the truth. I live up on the hill. I come down, I turn left into that gas station, I go to Bruno's or whatever. When you make it so difficult that then they've got to go down, turn to Sage, wind around, I think it causes much more chance of a problem and traffic. People get irritated, they whip around, they try to do U-turns. I really would think about that. The other thing I want to say is I was sitting at Club Dell eating tacos one night, and I can't remember what semi-truck was coming out of there and making a turn, but it didn't make it. When they crank it too much, does it cut the fuel line or the brakes or something? That semi was stuck there, and they were trying to turn out of that. I think we really have to think carefully. I think it affects their business, true, but also if it can't make the turn, even if you try to make the turn, if you think you could squeak by two inches to make the turn, they make a wrong calculation, they can't. That truck was stuck there.

Laurie: The other thing I wanted to mention that I didn't was the proximity of our front door to the street. UDOT has taken eminent domain of, I think we ended up five feet on this building that we're talking about. There was a proposed that was like 5, 10, 15. I am concerned about that stoplight being so close to our front door where I have kids coming and going in and out of the front door. That is a big safety concern for me. I don't know if you can see it from that drawing. When you have trucks coming in like that and coming in straight to where our door is. Right now, our only access for our patients is that front door.

Wilkey: In a week with getting some answers from UDOT, hopefully, see if we can get some modeling. I doubt we'll get it in a week, but we can maybe get an answer on when we can get it.

Councilmember Wilkey moved to put this item on the action agenda; seconded by Councilmember Schmidt; vote unanimous.

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CONSIDER THE FOLLOWING BOARD APPOINTMENTS: ACTIVE TRANSPORTATION: RELEASE MATT BOLUS, APPOINT EMILY RHOADES. AIRPORT BOARD: REPLACE JYL SHULER, APPOINT SAM DODD. LIBRARY BOARD: RELEASE BRENT SORENSON, APPOINT CHRIS HAUGHT. LEISURE SERVICES: REAPPOINT HEATHER JOHNSON. MAYOR NELSON **Emily Rhoades:** I met a few of you last year when I campaigned for mayor. I am seeking appointment on Active Transportation. I am very excited about sustainable mobility. It's something that I've studied personally, not really professionally, but it's an interest of mine. I'm from Cedar City originally. I grew up here, graduated from Cedar High School, and then went to Utah Tech University for a bachelor's in accounting. I went to Japan for six years and got my first master's degree in international business from Rikyo University in Tokyo. Then came back here to be closer to family. Got a second master's degree in business analytics from SUU. Started working for the Leavitt Group as their data scientist. I have two kids. One is five and one is two, so they keep me quite busy. I'm also a full-time student at Southwest Tech. Working on software development, just another interest of mine. I want to enhance my coding capabilities. I am uniquely interested in sustainable development and sustainable mobility. I'm very, very excited about this opportunity

Councilmember Phillips moved to put this item on the consent agenda; seconded by Councilmember Wilkey; vote unanimous.

CONSIDER TRANSFER OF LADDER TRUCK TO ANOTHER COMMUNITY. MIKE PHILLIPS **Fire Chief Mike Phillips:** We ordered a ladder truck over four years ago. It's supposed to be coming late this fall. We don't have room for it, so I have to push a truck out. I'd like to relocate that truck to Paragonah Fire. The county pays a portion of Paragonah's budget, and Paragonah in the past has come back to fires in Cedar City, and so we'd like to move that vehicle over there. **Phillips:** They'll take care of the maintenance and the liability? **Chief Phillips**: Mr. Barton said he'd take really good care of it over there. He really wants the new one, but I won't give him. **Wilkey:** If we were to put it on public surplus, it would bring probably $10,000. **Chief Phillips:** We paid $120,000 for it in 1980.

Councilmember Phillips moved to put this item on the consent agenda; seconded by Councilmember Wilkey; vote unanimous.

CONSIDER CROSSING GUARD FOR CANYON VIEW. DARIN ADAMS **Police Chief Darin Adams:** Coming to you to request some funding for an additional crossing guard to be placed out at the location of the two schools that converge, Canyon View Middle School and Canyon View High School. As you know, there's a crosswalk out there that was elevated and painted. It's busy. There was an incident earlier this year, as you're aware of, with a student that was hit. Our SROs have been really diligent out there since that time, crossing students. Obviously, it's made an impact, but they're not able to be there every day, obviously, with their duties. We have crossing guards at four locations currently within the city. **Schmidt:** Is this a police officer or is this a public person? **Chief Adams:** A civilian crossing guard. Generally work about 45 minutes to an hour in the morning and the same in the afternoon. **Paul:** The police department could probably absorb most of this in their budget. If they feel they need to ask for more resources, they will.

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Councilmember Phillips moved to put this item on the consent agenda; seconded by Councilmember Cox; vote unanimous.

CONSIDER SURPLUS OF ITEMS. COREY CHILDS/ RYAN MARSHALL **Corey Childs:** It's time to get rid of some more junk. We use publicsurplus.com. We only have four items, so not too much this year, but we'd like to get your approval to sell these. **Phillips:** Was the snowblower one for a vehicle, or was it just a small snowblower for sidewalks and stuff? **Cox:** It's huge. It's an Oshkosh.

Councilmember Phillips moved to put this item on the consent agenda; seconded by Councilmember Cox; vote unanimous.

CONSIDER BIDS FOR THE QUICHAPA WELLS REHABILITATION PROJECT. JONATHAN STATHIS/ KENT FUGAL **Jonathan Stathis:** This is the project that we've been discussing for quite a while that we're getting started on. To rehabilitate four of the wells in the Quichapa area. This is the first part of a larger project where we're looking at reducing the pressure and chlorinating the water coming in from Quichapa. The state has not given us a choice on this one. As we looked at this project, there were two options for awarding the bid in the bid documents. The first option was to award the project to two separate well drillers. The reason for that was because of the quantity of work and the timing of getting the projects done. We weren't sure we were going to be able to have one driller that could do the whole thing. The other option was to award it to one well driller. When we got the bids back, Widdison Well Services, they're out of Draper, they were the low bidder on both contracts. In discussions with Widdison, initially, they mentioned that they could do all four wells. I got a call from them this afternoon, and they said they don't think they're going to be able to. They think the time frame's too short, and they don't want to risk going over the deadline. **Schmidt:** They're okay to do two wells? **Jonathan:** Yes. In terms of cost, if we split it between two well drillers, the lowest cost would be to have Widdison do wells five and eight, and then Grimshaw Drilling do wells seven and six. **Cox:** They're willing to take those two as opposed to the other two? **Jonathan:** Widdison would prefer to do seven and six. But in terms of the city's cost, it would be better to have them do five and eight. **Cox:** But they're in agreement that they will do five and eight? **Jonathan:** Yes. **Cox:** They're the low bidder. To be fair to them, if they're willing. **Randall:** Under the idea that we don't have a single one that can do both. We just can't count them as a local bidder because they do not meet all the requirements. **Schmidt:** Did Grimshaw agree to go down to Widdison's price? I heard they said they would. **Jonathan:** Initially, we were looking at invoking the local bidder because we thought that Widdison was going to do both. Now that Widdison can only do one set, now it's going to fall to us. That would be the recommendation. That would be the lowest cost of the city. I've checked references on Widdison. They have very good reviews. We've worked with Grimshaw Drilling before. We feel comfortable working with them. Now, just to be clear, there are two companies called Grimshaw. There's one, Jay Grimshaw Drilling, and then Grimshaw Drilling. This is an offspring of Jay Grimshaw Drilling. This is Aaron Elton.

Councilmember Cox moved to put this item on the consent agenda; seconded by Councilmember Schmidt; vote unanimous.

CONSIDER BIDS FOR THE COVERED OUTDOOR ARENA PROJECT AT THE CROSS HOLLOW EVENT CENTER. SHANE JOHNSON/KENT FUGAL **Shane Johnson:** We have the pre-engineered metal building on site. This is just to construct it, the concrete footings and the erection. We received seven bids. The low bidder is Doug Hunt Construction. The issue is, to get

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the building permit to actually get the building built, there's the impact fees. Scott and Ken are here to discuss that. That's the next item. But we don't have enough in the budget. **Phillips:** Do we have any kind of a rendering or anything of what this is going to look like on the site? I brought this up when we purchased the building. I still have concerns about what it's going to look like from Cross Hollow Road as I look at the Diamond Z Arena and the Iron Rangers. Do we have any elevations? **Shane:** I don't think we have the perspective from the street. **Cox:** It's just a covered barn that they can warm up out of the rain. **Mayor:** Let's combine these two agenda items because they're connected. **Scott Christensen:** There's no way that I can ask our donor to pay those impact fees. I've already talked to her. She would not be willing to do that. She's not happy with that. I don't blame her. I don't know what all those are, that is just outrageous, really. That would destroy the project. I've got that arena booked about 17 times already for next year, not counting for all the other events that we will be getting booked. If we can't start going forward, then I'd have to start canceling those. **Cox:** It looks like the most egregious one is the transportation for almost $85,000. Is that based on square foot, the footprint? It's not the same as a closed-in building. We're just going to augment a lot of the events that are already there. We're not increasing traffic. Most of the facilities out there have been very generously funded by private organizations. **Wilkey:** I do have some similar concerns. But before we get to that, in history, as a city, we pay our own impact fees on everything? We pay our own permit fee on everything? **Paul:** Yes. **Mayor:** I've had some conversations about the why of that. The overall concept is they're different pots. If somebody builds a facility, a structure, a building, an apartment, a house, whatever it is, then there is impact that's created on the overall system. That doesn't change whether it's done by the public sector or the private sector. The concept of why we've done that is to say, even if we build a building, we're creating an impact. We need to make sure money gets put from this fund or from this pot to this pot that's specifically designed to make sure those things get taken care of, rather than if there's a shortfall, we'll take care of it maybe down the road. Then we really just still use other people's impact fees and never pay for it. **Wilkey:** Focusing then on the transportation one, if we were building a new arena and we were now creating a destination, we're creating a huge transportation impact. You're not adding more events, this isn't going to bring in the same as adding a brand new thing. **Paul:** The only reason we're building it is to bring in more business. We're not building it just to build it. He says he's already got it booked and sold. We're building this, and we built the add-on to bring in more business. **Scott:** It's definitely going to bring in more business, and it's going to enhance the businesses that we have. **Mayor:** Out of the 17 that you say you have booked, how many of those are also using other facilities on site? **Scott:** Probably 80% of them. **Cox:** They're augmenting the event 20% of the time. **Wilkey:** How many are coming because of that? **Scott:** Zero **Wilkey:** Of the 17, they were already coming. They're just booking that in addition? **Scott:** I'm going to be able to move them and hopefully book bigger events in the ones that are there now. It will give us a place for our smaller events to go to. **Paul:** He moves these small events to the outdoor covered arena. He books in a new event in the big, enclosed arena. **Wilkey:** Why is drainage zeroed out? **Paul:** On-site detention. **Scott:** No water, sewer, bathrooms, anything like that. There's what traffic we're going to have. We can't do it with the donor money. I don't think that's fair to any donor that ever donates any money to the city to ask them to pay for impact fees. I just don't believe that's fair. A lot of people I've talked to, they don't believe that. They say if that's the case, then they shouldn't be donating to that because it shouldn't be coming out of that. This lady has donated, it'll be almost $3 million by the time we get done here. That's a lot. I think it's going to benefit the city not only right now, but it's going to benefit them for years to come. I don't know what the impact fees were for those buildings next to us, it should have been in the millions. **Phillips:** It was. I really appreciate what you've done. I think we all do with how you've turned around the event center and the way we've got things booked and the growth we've

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seen. I'm concerned this is a very slippery slope if the city is going to waive fees for its projects, but we don't waive them for other people's projects. That puts us in a very difficult position as council members. We've got to look at that very carefully. I get it, that's a lot of money for transportation, but then maybe we can afford to put some more asphalt out there on some of the parking areas of the Diamond Z Arena. **Scott:** In other city entities, they generate it within their regular budget. If a city is going to build something, then they are going to generate that into the budget, the impact fees. So we're not taking it from the arena and giving it to the streets or not taking it from the water and giving it to the arena. **Paul:** You're a general fund operation. Every cent that goes to the arena is general fund money. The solution, if you don't want to ask the donor to pay it, the city pays it. Pay it out of the general fund and move the general fund money over into the impact fee fund so that it goes to the proper places. **Cox:** That was going to be my comment. I called the Utah League of Cities and Towns and said, "How is this dealt with?" They said some cities in their ordinances just don't charge an impact fee because it's kind of like almost double dipping because the taxpayer is going to pay for it one way or the other. They said the way that they get around this, especially with donors like yours, is we say the city is going to absorb that. We're going to have a note in the file that the general fund, when we have a surplus, is going to chip away at these impact fees that are accrued and have the city absorb that from the general fund, which I think is the most fair way to do that. I also think we need to look at the actual transportation impact because who in the world is going to build a viable business when you pay that kind of fee? They're going to move out in the county like they do. **Paul:** The county is not going to be able to not charge impact fees. The more they act like a city and try to provide services, the more they're going to have to charge impact fees. **Schmidt:** Councilman Phillips made a good point. We're charging businesses, we also need to pay. We can pay for this, we can do it on a general fund, and the city can absorb it.

Councilmember Cox moved to put this item on the action agenda; seconded by Councilmember Schmidt; vote unanimous.

CONSIDER WAIVING A PORTION OR ALL OF THE IMPACT FEES FOR THE NEW COVERED OUTDOOR ARENA AT THE CROSS HOLLOW EVENT CENTER. SCOTT CHRISTENSEN/KEN NIELSON *Discussed with previous agenda item.*

Councilmember Cox moved to put this item on the consent agenda; seconded by Councilmember Schmidt; vote unanimous.

Paul: Our impact fees we just adopted have a section in them, particularly towards transportation impact fees, that allows a business coming in that's being assessed this fee to look in the transportation manual and see if there's a more applicable category that would reduce that fee. I would suggest we direct engineering and planning to look in that transportation manual to see if there's a more applicable category that could possibly reduce the fee. That way, we stay within the structure of what we passed and we say everybody else has to do. The second thought is- we had a long discussion, in relation to grants, during budget that said if we need to spend 50-60 thousand dollars to go out and secure grants worth far more money, then it's worth it to us. I think this is the same situation. The generosity we received from Jean Lopour, if we need to spend some of our own money to follow that up, that's what we need to do. **Mayor:** 100% agree. We definitely do not want her feeling like we're taking advantage of her generosity. **Scott:** This building is going to be beautiful. I've done an impact study fee for what the arena has done with the county in 2026 so far. The estimate they came up with was $4,800,000 of economic benefit from the events. That is just

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by the non-local visitors we have. They made me do one on this new covered outdoor one. So far, just what it's going to be adding is just right at a million dollars just on what I've got booked so far. I think we're doing what it was meant to do out there.

CONSIDER A CHANGE ORDER FOR THE 100 EAST ROADWAY PROJECT. BILL MAXWELL/ KENT FUGAL **Jonathan:** The project is fully done now. The road's completely open all the way up to Knoll Street. Everything looks great. This is the final change order. We haven't had any other change orders up to this point, so this is the only one. The total change order amount was $117,500. One thing to note on that is $69,000 of that was for the frontage improvements at Jay Smith's property. Total difference is about $48,000. Jay Smith paid the city, the city paid the contractor. The city's portion is $48,000 of the change order. The project came out of streets, water, and sewer. All of those funds are still under budget, even with this change order. Everything looks good from a budget standpoint. **Phillips:** Does this total include the driving range netting? **Jonathan:** No, it's a separate project that's been budgeted. We're finishing up the design. It's taking a little bit longer than we had hoped, but we're working on it.

Councilmember Schmidt moved to put this item on the consent agenda; seconded by Councilmember Cox; vote unanimous.

CONSIDER A RESOLUTION AMENDING THE CITY'S PERSONNEL POLICY. NATASHA HIRSCHI/ PAUL BITTMENN **Natasha:** To give you a little background of where we started, a few months ago during a council meeting, it came up that the council wanted us to look at our leave policies. A committee was created, which consisted of myself, the city manager, Mayor Nelson, and Councilmembers Cox and Galan. I did some research on PTO policies. We drafted a PTO policy, and it was decided amongst the committee that we would create a policy, take it to the department heads, and then take it to the employees, and then have information come back up. That is the process we went through. We created a PTO policy. We took it out to the employees. We got feedback, and the feedback was pretty much- "Make it like our old leave, we don't like it." So we got rid of PTO and looked at making some changes within our existing policy, and that's where we are today. **Mayor:** Going into this, so people understand. What ended up happening with the comp time, they start 15 years ago at $17 an hour. Now they're at $30 an hour. We have to pay it out at what their current rate is. The city had close to a million-dollar liability because of this. **Cox:** The other thing is that it created a conundrum for departments. People would build up all their time, say "I'm going to retire. I'm going to take the last six months off." But we don't have a budget to add another person to backfill that position. It was creating personnel issues as well. **Mayor:** I want to make sure we understand the why. There's probably other reasons, but those are the big ones of what kind of had this come about. **Natasha:** I'm going to start with the minor changes. Throughout the whole policy, we changed "sick leave" to "medical leave" and broadened that definition. I'm not going to go into the details of all those little word changes. Chapter 5, we made a change to add language to make a resigning employee's last day their physical workday. When an employee gives notice, they don't go on vacation or call in sick or whatever reason, they just give notice and that's their last day, and we'll pay them out any leave accruals that they have. **Wilkey:** What's the difference between a resigning and retiring employee? **Natasha:** We have defined a retiring employee in a different section. They retire from URS. A resigning employee is somebody that's going on to find another job. A retiring employee is somebody that's ending their career. **Wilkey:** They could say they're retiring and go get a job the next week. **Natasha:** We talked about the same thing, but we've never had an issue. We thought about defining that, and we've never had an issue with it. Generally, those that are leaving leave.

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We do have some different places in the policy, in our retirement gifts and things that define what that would be. If you'd like me to add some language there, I can. **Wilkey:** I was just curious because the benefit is that they get what we just talked about. They are allowed to use their accrued time after their last day. That's the difference. **Cox:** Or they give notice and use it all up and then say their last day is after they've used it all up. **Mayor**: One of the things we've talked a little bit about also is having some things in here that we're encouraging people to be with us longer. This is one of those If you're a short-timer, it's different than somebody who's committed to us for at least five years in the way that we treat them when they do leave. We like having some things in there that are also encouraging long-term employment. **Natasha:** I can put a definition in there if that helps. Chapter 7 has probably created a lot of conversation that most of you have heard about. One of the biggest issues, but what started this all to begin with, in Chapter 7, the proposed change reduces the amount of comp time an employee may carry. The proposed change reduces the amount from 480 hours for public safety and 240 hours for non-public safety to 120 hours with a payout each fiscal year down to 40 hours the first pay period in May. If this passes, we would pay out any comp time balances that we currently have down to 40 hours in May of 2027. **Wilkey:** Where does it mention that the public service stays at 240? **Natasha:** It doesn't stay at 240. Everybody goes to 120. Public safety went from 480 to 120, and non-public safety go from 240 to 120. **Wilkey:** So everybody's going to the same? **Natasha:** Everybody's going to the same under this proposal. Everybody would go down to 120. Every May, we'd pay any balances out to 40 in May. The reason for the May payout, because I know it's created some discussion, is a lot of our departments have busy summers. Public Works, Leisure Services, they're busy in the summer. They build up that comp time. They have slower falls, winter. They could use some of that time down. Every hour of comp time is earned at overtime. If they earn an hour of overtime, they get an hour and a half of comp time. The reasoning behind that was to try to help our busy departments that are busy in the summer use that time down in the fall. That issue, as I'm sure you all know, has been a topic from employees. They wish that we could tier it. They understand the liability. They wished that some different options could be considered. I think for the most part, employees have been receptive to the discussion on the comp time. **Wilkey:** But budgetarily, next year's will obviously be the biggest one because we're going to be paying a lot for some people that have accrued, that have maxed them out. **Paul:** We don't know what that's going to look like yet. Some people may use some of that comp time that's been earned between now and then. We ran some preliminary numbers if we would have paid it out about a month ago, we were at $650,000 - $660,000 something around there. **Wilkey:** To get everybody down to 40? **Paul:** Yes. **Natasha**: We looked at that too. I know there's been a lot of discussion that it's going to increase overtime budgets, but as we looked at comp time and what people are earning, people earned this comp time a long time ago, and they've basically been banking it. A lot of comp time isn't used, which if people have earned the comp time and it's being banked, they're being paid overtime now. You might have some departments that this will affect, but a lot of the departments, and I'm not saying every single employee, but many earned the comp time a long time ago, and it's just been sitting there being banked. **Mayor:** It was a very high percentage. The reality, when you looked at the numbers, very few have earned it and used it. They just bank it**. Natasha:** Section 8.11.2 adds annual leave for our firefighters, a higher balance. The reason behind this, several have asked, the fire employees that work the 7K of the FLSA actually work 2,756 hours a year. Everybody else works 2,080 hours. When they go to use leave, they have to use leave at higher amounts because of the amount of time they use or work. That is the reason we have increased their hours, just to give you an explanation there. **Wilkey:** Can we go back to 8.11.1? **Natasha:** There were no changes to that. **Wilkey:** So I can understand it, new hires, they get the 40 hours right up front, and then starting after that, they start accruing. **Natasha:** No. They don't accrue anything until six months

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through one year. We give them 40 hours of vacation, 48 hours of sick, and then they don't accrue any more time until they complete their probation. **Wilkey:** When they hit six months, then they start accruing. **Natasha:** They start accruing, and then they accrue at a higher rate. They accrue 88 hours of vacation in the next six months. **Wilkey:** I looked through this, and I didn't see it, but I could have missed it. It doesn't say what their accrual is. It says what the accrual rate is per pay period for medical leave? **Natasha:** In the 11-plus years, it's 6.77. In the 6 through 10, it's 5.85. And the 1 through 5, it's 4.92. I think that that's pretty close. We didn't change those accrual numbers for everybody. We just added the addition to fire. We've always given them more sick leave, but we've never given them more vacation. As we started looking into this, a lot of other agencies do give the fire employees more because of the extended amount of hours they work compared to everybody else. 8.11.4 has also created some concerns. The proposed change adds a rolling accrual to annual leave instead of use it or lose it in December. This was something that was brought up by department heads. They asked if we could look at something different because currently, the way it is, in December, you lose any time above what you can carry over. You can carry over what you earn in one year plus 40 hours. If you go back up to those accruals, you can carry over, if you're at those tiers, 40 hours above that number there. We did our rolling accrual based upon those same numbers. Currently, as an employee, if I didn't use any time all year long and I carried over 216 from last year, I could be at 392 at the end of December. I'm going to lose all that because I didn't take a single day off. I'd go back down to 216 because I didn't use any of my leave. I could do that if I wanted to. I don't think people do that. We do have people that lose time every December, but not to that extent. **Phillips:** Help me understand. Why do we do this in December when we're on a fiscal year June through July? I just want to understand that. **Natasha:** It's been that way since I got here. I don't have a good answer why it was chosen December. That's the way we've done it. **Cox:** Didn't we discuss on the hire anniversary date, so everyone doesn't go in December and take what they can and then no one's here? **Natasha**: You could do it on an anniversary date. We chose to go with the rolling accrual just because it seemed a little easier to manage. Everybody's in charge of their own time. If I asked everybody in this room when their anniversary date is, most of them wouldn't know. **Cox**: So we just have a rolling 12. But we still have to have a cutoff point for when it goes away, right? **Natasha**: No. If you're in that top tier, once you hit 216, you just would stop accruing. As soon as you use some, you could accrue again. you would still accrue the same amounts every pay period that you currently do. If you hit your cap, you wouldn't accrue any more unless you took some time off. That has created some concern amongst employees. We've heard a lot of feedback from employees that would like that cap to be higher. They feel like the 216 isn't high enough. They want it higher. I did some research to see what others are doing. You could increase that cap one and a half to two times what somebody accrues in a year and be competitive with what other agencies are doing. One of the things is if you do that, it obviously increases the liability because we pay out vacation time. You could consider either reducing what we pay out when people leave or you could keep it the way it is and just have everybody lose their time in December. The one thing about December now is everybody always goes back to example the max is 216. You can accrue up to 300 or 390 or whatever, but you're always going back to 216 in January. **Mayor:** December, everybody takes the time off because they don't want to lose it. It's hard. That's why the rolling accrual is a better model. Really, it's a question of the cap for that and wanting to make sure we're competitive. I don't know how many of you got contacted on this issue or not, but some of the feedback I had about that specific one is that some people like to use that in a block for certain reasons. If it is allowed to go up higher, they still spend it all down. They use it all, but at a certain time. If you cap it, then they can't get the same amount of use out of it as what they've been able to use previously. **Natasha:** Chapter 8.11.7, the proposed change adds language to requiring an employee to work for the city for a minimum of

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five years before we will pay out any of their leave balances. That goes back to the mayor's comment about trying to make people vest in the city. If you stay here and work for us for a while, we'll pay out those balances. We did get some feedback on that, that people maybe wanted that to be a lower number. Five years seems long. **Phillips:** It seems long to me too, but I'll wait till we're all done with everything. **Natasha:** Obviously if that's something the council wanted to consider, you could. Section 8.1.2 just changes sick leave to medical leave and broadens the definition. Section 8.12.9 caps sick leave at 600. Currently, we have unlimited caps on sick leave. It's 3.69 hours a pay period starting after your six months. You get the 48 up front, and then it's 3.69. **Wilkey:** We've had some emails. These are emails that came in kind of last minute, so we've been looking at them. Currently, we don't have anything as far as official maternity, paternity leave. It's just all built into the medical leave, correct? **Natahsa:** We just have sick leave and vacation time. We do not have a short-term disability policy. We've always used our sick leave as kind of the short-term medical leave. We did talk about that with the committee about- do we want a short-term medical leave. I did get a quote to see what that would cost, and I can't remember that amount off the top of my head. I could get that for you if you are interested in that. **Wilkey:** For your information, some of the staff, they've done a lot of research, they've done their due diligence, which is good. What they've essentially said is if you wanted to take a standard maternity leave, you would have to max out that accrual time, it would take you over three years to get a standard maternity leave. That's if you never had a sick day during that 3.3 years. If you come work for us for three years and don't happen to get pregnant or get sick in those three years, then you would have enough sick time accrued to cover your entire maternity leave. **Paul:** Is that an argument to do a sick leave policy? Is that an argument to accelerate the rate at which we accrue medical leave, or is that an argument to look at it? **Wilkey:** It's an argument to possibly look at a maternity leave policy separate from this. **Natasha:** We did talk about that in our committee, and it was decided that we would leave the policies the way they are. We did talk about it is common for other cities to have parental policies. I have some information on different policies. If it's something that you want to give us direction to go look at, I can. **Wilkey:** In the email, the numbers they use, it has to do with a 12-week leave, which I don't know what the industry standard is. My wife was never given 12. Six was what I've been more used to. **Natasha:** The Family Medical Leave Act is 12 weeks. It doesn't have to be paid, but you are required to give your employees, and that covers parental, both for mom and dad, 12 weeks of leave. It does not have to be paid leave. Currently, we give our employees 12 weeks, and we say you have to use any vacation, sick, comp time before you can take unpaid. That's the way that works. Some take 12 weeks; some take 10 days. It's personal preference, what you want. **Wilkey:** We could hybrid it pretty much anyway. We could say if you've used up all your other stuff, then we'll give you three weeks or two. We could do whatever we want as far as the paid portion of it. We have to give them the 12, but as far as any of it being paid. **Natasha:** I have some information. I did look at some policies. In our discussions it was decided not to incorporate that into this. If you want me to look at that, I can bring back some information. **Phillips**: In chapter 8.12.9, where it says caps for sick leave, is it 660 and 795, is that medical leave? **Natasha:** Yes. Sorry, I'm getting used to our new term. I changed it all to medical leave, and then I still call it sick leave. You're correct. Sorry for the confusion. In section 8.12.9, that is we are capping those balances. Currently, we don't cap them. There is no payout. We have employees that are up to 1,900 hours of sick leave. We don't pay it out. In the committee, it was decided to cap those. 480 hours is your 12 weeks of FMLA that you would be guaranteed to take off. Whether you had that leave or not, the city would be required to give you that time. That's what it would take you to get to long-term disability. The city does pay for a long-term disability policy. That was the reasoning behind the 600 was to put it a little bit above what somebody would need if they had a long-term illness and would need to get to long-term disability. **Wilkey:** If they

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want to go anything longer than three days, we will now require? **Natahsa:** We've always required. It says we may. We don't have to. **Phillips:** Assuming that these caps are approved and passed, we also say that it's grandfathered employees if they have these balances. Is this up to July 1, 2027? That includes grandfathered or the time this is passed? **Paul:** This doesn't take effect until January. **Natahsa:** We would say if you're at 595 now, but January 1st, you're at 600, you're grandfathered in at the unlimited cap. **Phillips:** What if you're at 1700? **Natasha:** They get to keep it. It's unlimited. Those that have balances above 600. **Phillips:** Until their retirement. **Natasha:** Until they retire. **Wilkey:** They don't get to keep accruing, though, right? **Natasha:** They would continue to accrue just the way it is. **Natasha:** Anybody over 600, we just grandfathered in. Some of the reasoning behind that is you have employees that have earned that time. It's not paid out. It's something that they didn't use, and we didn't feel like we wanted to take that away. If you guys tell us something different, we can definitely make an adjustment to that. If you want to say if you're above 600, that's your limit, you can't accrue anymore. That's up to you. **Mayor:** On the flip side, you could also make the decision to say if you're a current employee, you stay under the unlimited, and any new hires fall under the new policy. You could do whatever you want to there. **Natasha:** You have flexibility, this isn't set in stone. That's why we're here tonight, to discuss options. **Wilkey:** Any idea on how many have over 600? **Natasha:** A lot. I have a number, just not with me. **Wilkey:** I'm just being curious. We're affecting five people, or are we affecting half our workforce? **Natasha:** You have a lot of people that are above 600. It takes about five years to get to 480 without using any sick leave at all. It's people that have been here for a long time that have those higher balances. **Cox:** Accrual leave doesn't really hurt us on the back end because if they retire, then we don't pay it all out. We only pay up to a certain amount anyway. **Phillips:** You don't pay out any on medical leave. **Natasha:** No. And that's what some of the employees that I've heard from questioned why we're capping the medical leave, if there's not a payout to it, why are we capping it? What's the liability? That's their concern. Like I said, we do pay for a long-term disability policy. We have something in place. The long-term disability that the city pays for does allow an employee to still accrue years of service in the retirement system. There are some protections in place even in the long-term. **Cox:** The cap was kind of giving them enough time for the disability insurance to kick in if that happened. It's kind of a moot point when you get to there. **Natasha:** We also have a donation of leave. If an employee was ill or had a serious illness or had a child or a spouse or something like that, there is something in the policy that allows for a supervisor to ask for other employees to donate time. You can donate up to eight hours. That could help carry them to long-term disability if they didn't have enough time of their own. There is something in the policy that allows for other employees to donate. The last section is 9.2.1, it just is adding language that abuse of the medical leave could result in major discipline. It's always been in there that it could be discipline, but it now says major discipline. It could be suspension, demotion, termination. Those are considered a major discipline. **Wilkey:** At the end of the day, we want you to use it for the right purpose. **Phillips:** This is a pretty dramatic change. I know we've gone through a lot of iterations on it and a lot of meetings. I want to thank Councilman Galan and Councilman Cox and the rest of the committee for their work on this. I think there is some concerns to make sure that we keep morale and we keep staff feeling good about where they work. We've worked hard since I've been on council of really trying to improve compensation so we can be competitive in the market. I think we're there, and we need to continue to work on that. My two concerns would be that I would like us to consider and then maybe have people tell me good, bad, or otherwise, I want to know how come we came to the 120 hours. I would like to propose something that's in between that. From the 240, I would like to propose 180 hours to have us consider rather than 120. Number two, for me, in working and looking at people's employment with companies, I agree that there has to be a period of time for investment before we pay out. I

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would like to have us consider looking at three years rather than five. I think after three years, if the employee has proved himself or herself, I'd like to consider paying that out. I'm open to comments and discussions from anyone. **Mayor:** I want to add one thing before we get too heavy in the discussions. The process in which we went through was intentionally designed to make sure this wasn't a top-down dictate on we're just pulling the rug out from under you. Regardless of what you do when there's change, there will be people that are unhappy. I think the process we've gone through was to give some ideas, give us your feedback. They poked holes and found reasons that some of those ideas were bad ideas. We have modified that as we've gone, to where I think the process and the input that has been given, you're always going to have a couple of people that are not going to be happy and send you emails and call you. But by and large, this has been a very inclusive discussion of how to make this overall better for us as our stewardship over taxpayer dollars while still giving good benefits to our employees. Before we get too heavy into modifications, I just wanted to make that point that there has been a lot of thoughtful discussions with the department heads and down through and back up to reach where we're at. I just wanted to make that point. **Galan:** Thank you, Mayor. That was one of the things that I wanted to emphasize. If we look at where we started, seven months ago, and where we are today, there's definitely been countless hours of discussions and evaluations and also benchmarking. A lot of data has been gathered from other cities and departments across the nation. It's not like we're just arbitrarily getting to the numbers because of one or two overarching reasons. There's been a lot of work that has taken place in here. I'm 99% personally convinced that we're there. I wouldn't mind making a couple of minor adjustments like you suggested, Scott. I haven't seen in the last few weeks any major pushback that would say that we're not where we're supposed to be other than some things are uncomfortable because of the change. Second comment, and this is preaching to the choir here, but I just have to make it public that you have done an incredible amount of work on this Natasha. I don't know how you managed to do everything else that you do. She has taken on this responsibility because there's a monumental amount of data that has to be collected and analyzed. You just articulated an entire policy in less than half an hour, which is amazing. I just want to thank you for what you've done and continue to do. I think we need to move forward. **Wilkey:** A statement to the public, but also mostly just to our employees, as I've thought about this and I've looked at this, I had two things that I wanted to say. One, we're not shareholders. We're not owners in a business. We're not trying to do this to make any of us more money. This is taxpayer money, as you alluded to and as Councilman Galan did. That's part of our job to protect the taxpayer and their taxes. That's one thing that I wanted to talk about. The other thing was, this is me personally, if you were to take this policy as presented, the majority of any employees in a lot of companies would say this is probably pretty fair. I feel that they would truly feel that way. Earlier this year, I left the self-employed sector after 10 years, to going to work for a company that has over double the number of employees that our company does. I get 10 days a year total, plus 11 holidays. That's it. Only after five years do I then start getting more days off every year. I get pay versus benefits and all those other things, I'm probably on the low end of receiving for benefits. I think this is as presented, it'd be hard to argue this is not a fair benefit package, in my opinion, as far as the time-off. I think you guys have done a lot of work. I appreciate the two council members that took this on, so the other three of us didn't necessarily have all those meetings. **Mayor:** To your point, Carter, one of the conversations we did have in the committee was there has to be also a recognition that part of why people choose to work in the city and in government is their natural personalities want the security. A lot of the pushback that we've felt is because it's natural. They don't want to lose that security. I want to be very sensitive to that, which is why we went away from the original PTO idea and came back to what we already had. We don't want to disrupt that idea. **Cox:** Anything that they have earned, they will be paid for. It's just a matter of timing.

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They're not losing anything that they've earned as legally obligated to pay them. **Galan:** I was in the corporate world my entire career. I started with Ford Motor Company in 1978. I was lucky that I got grandfathered into what was back then a common type of package. But because of corporate profit pressures and the changing environments and economies, 90% of everything that I received because I was hired back then, has gone away. From savings, to health insurance, to other types of benefits. If I died, my wife would get a car for life, that kind of stuff. All of that went away because the corporate process, they're always looking at that bottom line number from the top down, and everything rolls downhill. This process was completely different, which kind of made me proud of having been part of this committee because we analyzed, articulated, presented to management, went all the way throughout the organization, and then more suggestions were floated up, which is incredibly fair and unusual when compared to the corporate world. That doesn't happen. I think we're in a great spot. **Schmidt:** I hope none of my employees see all this. Me and Carter are going to be looking for new people. I appreciate everybody working on this. As an employee on the other end, I understand changes are difficult. But if we look at what's best for the taxpayer, what's best for our employees, what's best for our future growth, I think what we have put forth here together, what you guys have all done is very well done. I think the 120 is fine. Five years, I think, is fine. You could go to three. Overall I think this is a very excellent job. Well done. **Galan:** I actually would like us to consider going to three. Between three and five for loyalty, I think I agree with you, Councilman Phillips. At that point, it's semantics. I think we need to go to three, and I would support that. But the 120, I will stick to. **Wilkey:** As far as the three versus five, I would like to give maybe one little plug on why I agree with that. We live in a world now, especially with dual-income houses, where I would hate for somebody who their intention was to stay with Cedar City. Their intention was not to come and then quickly leave us. But things change. Things happen. Their spouse might get a job somewhere else. They have to leave Cedar City earlier than they had planned. I'd hate to punish those, that's why I like the three better than the five. **Schmidt:** I think three is good.

Christian Simmons: You all know me because I hold signs. I do want to work for this city. I'll tell you why I want to work for the city. I see you guys working your butt off every single day. I want to sit on that big nice chair and do it too. I want the public to get to comment after I'm speaking so that way we'll know if Christian should be running for mayor or city council. I want to ask the public for their thoughts and their concerns if I do run for mayor. I will tell you what I will do for mayor. **Mayor:** Does this have to do with the leave policy, Christian? **Christian:** Yes, because I want to make more money. That's why I want to run for mayor. I love the city.

Daisy Burns: Excuse me, I didn't think that this was open for public comment, so I don't have something prepared. I wanted to speak to Carter, what you mentioned about maternity leave. I think you also mentioned wanting to do what's best for taxpayer dollars. I think that's very fair and a very legitimate thing. But I would speak for myself and for some of the people who are interested in starting a family. I think that workforce retention is a really big benefit to employers. For those of us who don't have the time to accrue, like I mentioned, the 3.3 years of no vacation or no sick and maxing out my comp time to get to a maternity leave, that makes it prohibitive for me to stay with the city long enough for something like that, for just one child. Then multiple children, that's a whole other story. I think that there is some benefit in looking at the tax dollars that can be saved with reducing turnover. I know that turnover is something that happens here. That's an angle that I would like you to take from the taxpayer dollar standpoint.

Chief Adams: Thank you, Mayor, council, and staff. I too want to thank you for this process and also give kudos to Natasha and Paul and the mayor, Robert, and Waldo. This has been a challenging process, for sure, but we appreciate the input and the dialogue and the back and forth. Of course, for law enforcement, that drastic cut in comp was tough initially, but I think my

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employees understand that. Many have acknowledged that that is a huge liability, and they understand why that has to be. There's been some discussion on that payout or that drop from May versus the end of the year just because of how they save that up. So that may be a discussion for another time and look what those numbers might be. I think the biggest concern, again, the employees have been grateful for the compensation. We feel competitive, and they appreciate that. I think there was just a little bit of angst when now the leave policy is being cut with regard to retention and how difficult that is to recruit and retain good police officers and the time it takes to ramp them up. With that being said, I think the only other concern that we have is we have many employees with that rolling accrual on the annual leave. There is maybe an instance where employees, if you don't use below your cap, then you don't accrue. Many of our employees save that up for specific times of the year, specific blocks where they take off. I've got a couple that have family out of state, so they generally don't take a lot of time off during the year. They save that up, so when they go back to their home state, they have that time twice a year to go back and spend with family for two or three weeks at a time. There is the potential that once they hit that cap that they may lose out on that accrual. If they were to burn that down and earn either 5.69, 4.92, or 6.77, they would earn that. But if they don't use that time below, there's a chance they don't accrue that throughout the year. I know that part of the rolling accrual, I see the administrative benefit there, I think that could be helpful. But as I've talked to others who do that in other places, the reason that's beneficial is that cap's a little bit higher. For the 216 earners in other places, their cap was 240 or 250. It allows them to accrue more so that if you get to that point and want to save it for those bigger vacations you don't potentially stand to lose some accrual. **Wilkey:** As far as retention and it costing money, I would say your employees are probably the most expensive to train and lose of almost all employees that we have in the city. To your knowledge, how do these things compare to the other police entities, to Enoch, the county, UHP, SUU? How do these new policies compare to those, specifically to officers? Retention is important. But from a monetary standpoint, yours do cost the most. **Chief Adams:** I know specifically for the comp, there's one entity in all of Southern Utah that still holds on to the 480. It's a very small agency. All the others are much lower. What we're proposing is far better than most in Southern Utah for the comp balance. The annual leave is comparable, some are a little better, some are not as good. **Cox:** We're in the realm of being reasonable and comparable. **Wilkey:** For many years, as most people know, there was this officer thing of UHP steals from Cedar, Cedar steals from them. It was mostly pay. Now that I feel pay is pretty comparable, I don't want to see the same thing happen again. **Mayor:** I think we've looked at that, there is some validity. I think your department is the one that uses those chunks probably more than others. Looking at the cap number is a fair discussion to have. If they are accruing it and technically could earn it, then is it okay to push that cap a little bit higher? I think that's a fair discussion. **Phillips:** But what is it? Is it 30 more hours? Is it 25 more hours? What is it? **Chief Adams:** Natasha brought up either one and a half, or two times more. You could go anywhere in that realm. Every employee may be different. **Mayor:** From her research, that's a reasonable number. Being competitive is around one and a half to two. If you use more of what you learned from other municipalities, what would that look like in the policy? **Natasha:** If you looked at doing one and a half times, you would put the cap for 0 to 5 years at 192 hours, 6 to 11 years to 228 hours, and 11 to 16 years to 264. There's no roll over. There's just carries. It would move from 216 to 264 for the highest tier or from 128 to 192 for the lowest tier. Once they hit that, they wouldn't accrue any more time. If you wanted to look at different options with payout, whether you pay out the full amount, whether you increase that, one of the reasons the lower amount was because of the liability. What's the difference if we have 200 hours sitting in comp time or 200 hours sitting in vacation? When an employee leaves, it's still a payout. We're currently paying out large balances when somebody leaves. Part of this process was to reduce that. That's

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why 216 was chosen. If the council wants to do something different and make that higher so that employees can still sit around 216 and still accrue and go back down, that's an option. The one and a half times was competitive in the market. When I looked, it was one and a half to two times what you earn in a year. **Wilkey:** Legally, could we make it so that that cap is higher, but if they were to leave, we would pay out lower. **Paul:** Legally, you don't have to pay out anything on that benefit. The only one you're legally required to do is comp time. Because they learned it. **Wilkey:** From what you saw, the additional 40, is that on the low end of what most places are doing? **Natasha:** 40 hours would be low when looking at others' leaves balances. Some people that are doing PTO have 520 hours of balance. Depending on their policies, what they have, those numbers differ. One and a half times would be a fair number, or you could even go as high as two if you wanted two times what somebody earns in a year. **Mayor:** To be clear, we could stick with only get paid out on X. So, while they're employed, they can use that. But when it's time to leave, this is what you get paid out on. **Wilkey:** We know that some employees probably think about it, but it hasn't been a concern about, "Well, I want to accrue all these hours so that when I leave, I can have a good leaving check." It's so that they can use the time. To that point, we can let them use it. We could maybe bump up the using it time. **Paul:** Past practice from a lot of employees belies that argument. We've had employees that have stocked up comp time for years that have never spent a nickel of it. Outside of public meetings, they're frank with you, and they'll say, "It's a savings account. It's the best savings account around. I get buy-in at $10 an hour and get paid out at $25 an hour. It's a great savings account." If that's the problem we're trying to get away from, it's the same logic with leave time as it is with comp time. If you're going to increase the amount of leave time that people can accumulate, you'd be well served to put in a payout number. **Cox:** Correct. I also think the other side of this is, we want employees to take time on a more regular basis to refresh and reinvigorate instead of just working to the bone. I think we're in a good spot. I really think it's fair and reasonable where we're at, and we want them to take time and get refreshed and come back to work ready to roll.

Kent Fugal: I just wanted to comment on the maximum carry amount. At my last employer, we went through a similar transition where we went away from the year-end rollover to a maximum carry amount. It worked wonderfully. As a manager, I didn't get a single complaint after it was implemented. I had some people wondering about it before it was implemented, but afterwards, I didn't get a single complaint. It worked really well. It made it easier for us to manage things as a department, all those kinds of things. I think the one thing that made it work so well was the fact that it didn't matter how long you'd been working at the city. Your maximum carry amount was the same. And honestly, I don't understand the logic behind why it would be capped based on your annual accrual amount. I don't see the relevance between the two, between the maximum amount you can carry and how much you accrue in a year. The same goes for our current policy of the maximum carryover at the end of the year being what you accrue plus 40. Why should it be different for one employee than another? I don't understand that. At my last city, we had 240 maximum accrual amount. It worked really well. We had that for probably about five years before I left to come down here to Cedar City, and it worked really well. I love that idea. I'm glad we're implementing that concept, but I don't understand why we're capping them the way we're capping them. The most anyone could carry was 240. It didn't matter whether you'd been there for a year or 25 years. It was 240 is the max you could carry. **Cox:** I don't think you could earn that in one year or two years anyway, so maybe that takes care of itself. **Wilkey:** But the reason why I think we have different numbers, Kent, is because the base number of their hours is different based off the years of service. So when you add 40 to it, everybody's different. **Kent:** That's what I'm saying. I don't see the logic in that. There's a lot of logic in why you accrue more after you've been here more time. But why the max carry would vary based on how long you've been here, I don't see the

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logic in that, just like I don't see the logic in why we cap the rollover based on how long you've worked here.

Hope Lacagnina: Some good points were made. I like how Natasha talked about having a committee. I did notice that the committee did not include any of your average hourly employees. It was Paul, and I think it was her and two councilmen, and the mayor. **Cox:** And the feedback from all the department heads who ask their people. So, it was going both ways. **Hope:** I wanted clarification, on the comp time, where you earn it and where you get paid out, is there no way to pay it out at the rate that they earned it? **Cox:** You can't legally do that. **Hope:** Going back to the different tiers of employees, the one where you get 168 hours of annual leave if you're between 1 and 5 years. What percent of all the employees are in that 1 to 5? I know an entire department that everyone in that department is between the 1 and 5 years, Economic Development. With benefits being reduced, and going back to if anything can offset that reduction, I do like the maternity leave one because personally, I was on maternity leave recently, and it ate up all of my time. I really relied on the comp time. Starting in December, I just stopped taking lunches, and I would just work through my lunches so I could bank it to use it for my maternity leave. 120 hours is three weeks' worth. I was lucky. All of my accrued time did equal out, so I was able to take 12 weeks for that FMLA and have it paid. I think it would be nice if there was something to offset that reduction, something like maternity leave, which wouldn't be applicable to a whole lot of employees. I know that there are some that still are having families. To that point, because we're getting rid of half of the comp time, if we could maybe accrue our time maybe a little faster, get a little bit more with each pay period, that may help maybe not anger so many employees that rely on their time. **Cox:** You could literally bank your comp time. You actually get paid out. You could put it in a bank yourself and accrue it there as opposed to us banking it. You're getting paid for it. It's just a matter of timing. If you did the same thing and just put your overtime in a separate little kitty, you could work up a balance as well. You could take the 12 weeks off for maternity leave unpaid and use the money that you bank. It's the same concept. It's just the city doesn't have the liability of when it's paid out.

Ryan Marshall: I've got similar comments from my staff that Daren had from his staff. I think they perceived that with the vacation accrual. Right now, it is what you earn plus 40 hours. With this new policy, after you hit that 40 hours, you don't accrue anymore. I like the idea that they're talking about maybe going to one and a half because what that would allow is they could earn and accrue that during the year, and then if they take it towards the end of the year and use it up and then stop their accrual, I think that would compensate some of the perception that they're just losing that ability to earn it in that year and use that for the time that they accrue it. That's where they're concerned. That's that perception you were talking about where they feel like something's being taken away from them that they've gotten used to and they've earned. That, I think, would help them to feel better about some of that. I do have a lot of guys as well that will earn it in that year, but then they save it up and use it at a certain time of the year and burn that off. I think increasing that somehow, whether it's 1.5 or whatever, I think would help alleviate some of that concern.

Brant Parker: Maternity leave and paternity leave were the same? That's kind of a new industry thing. **Mayor:** If we did it, it would be both. **Brant:** As mentioned of how do you achieve that level, I think bringing that lower with police officers, that might be an incentive if we want younger officers to come into Cedar City. Being able to get to maternity leave sooner would help there. I also wanted to take a little bit of my time to backtrack. I commented about the Chief of Police, and then he commented back. I went over and privately asked him details. I went to AI on Google, and I said, "When has Brant and the chief of police been in the same meeting that talked about red curbs?" It said, "These three meetings." Then I said, "Okay. I don't want to look through

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three." Then I said, "Okay. Enforcement of red curbs?" And it said, "This is the meeting." Then I go to January 7th of this year, look at the minutes, and that didn't quite match what I was thinking. Then I went to the video of the minutes, and I was able to view that. I don't like AI, but that's one instance where I can go and say, "This is the exact moment that it was discussed."

David Johnson: Maternity leave, paternity leave, whatever you want to call it. First of all, these three ladies are just scratching the surface of staff who find that important. I'll put it this way, I've gone through the old-school way of having my four kids and maybe taking the afternoon off or the morning off while my wife was having the baby, and then maybe she would take a few days or a week at most and rush back to work. I can tell you in my department alone, I've seen turnover from that. In more than one city that I've worked for, I've seen turnover in that. One of the issues that we have here in Cedar City is we and I say issues, you have to understand what I mean by this. We have a lot of long-tenured employees, and we struggle finding people to replace them. If you look, my department of seven, besides Brandon and I, they're all 20-something. The hard part about getting anybody with too much more experience than that is because of pay. So what we get a lot of times is younger professionals trying to come in. That maternity leave, it doesn't need to be 12 weeks. I think that's actually a little crazy. My brother worked for Wells Fargo, and they did that, and he took the full 12 weeks off, and he didn't even have the baby. I thought that was nuts. But I think there should be some consideration for maternity or paternity, whatever we choose to call it, two weeks, three weeks in addition to the vacation, in addition to sick leave. Like these ladies have expressed, there is a different unique need, but I also look at it as far as turnover is concerned, and I also look at it as far as recruitment is concerned. I think those play a key role. I'm sure every department here has seen some of that turnover, mine in particular, because of the type of folks that we're hiring. I wanted to really emphasize some other points that I felt like hadn't been brought up, and it has directly impacted my department with the maternity leave situation. **Wilkey:** I have a quick comment about that. I was part of another organization here in town as a board member, and we had maternity leave. One of the things you'd have to be a little bit careful with is we had a person take their entire maternity leave and then hand us their notice at the end of their maternity leave. We paid them to take the entire maternity leave, and they had intentions to just leave us at the end of it anyways. You have to be cautious about that too. **Mayor:** Well, sometimes it happens where they didn't intend to.

Cox: I think the one thing that we all probably agree on is maybe moving it to three years.

Wilkey: I would say as far as changing this, the only thing that we all agree on is changing it to the three years. Other things we might work through, but as far as what's written, changing it to three years would be the only one. **Galan:** I think that's a takeaway that it's clearly in agreement over here. The other thing is whether we want to be competitive at one and a half times the accrual rate. I would love to go ahead and just put that on as well. **Wilkey:** I did the math it adds 24 hours. At 168, if they're in their first five years. **Paul:** If you go to one and a half, do you want to cap the payout or just leave it? **Wilkey:** I think we should cap the payout. **Paul:** At the yearly accrual? **Wilkey:** Yes. **Galan:** There is one other thing that I don't know how to manage as part of the conversation, with all the points that have been made on parental leave. I think we ought to put that on a separate discussion. **Phillips:** It could be part of the motion. If you want to add, you approve this, with the understanding that in addition, there will be forthcoming a proposal for parental leave. **Paul:** You guys have all said you want to hear a proposal on parental leave. **Natasha:** I have some other cities' policies. I looked at all kinds of options before we drafted this, I have information. **Phillips:** Do you have the opportunity to get that to some employees for feedback before next Wednesday? **Natasha:** I will not have time. I can send it out to department heads, and they can get it out to their employees if you want to send it out. **Phillips:** I don't want to be voting on something if we don't have any feedback. **Paul:** One of the pieces of information that I heard

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floating around is that we should have taken a whole year to do this and had a very large committee looking at it. We can delay it as long as you want. We can go back for feedback as many times as you want. At some point, we're going to have some of our employees that are uncomfortable with any change that we do, and they're going to voice that. **Galan:** Let's get, if you can, whatever policies or direction you have on hand, let's take a look at it in a week. In the meantime, we have consensus. **Mayor:** You've got some direction on some of the things that we want to look at.

Councilmember Wilkey moved to put this item on the action agenda; seconded by Councilmember Galan; vote unanimous.

DISCUSSION ON RENOVATIONS TO WEST CANYON PARK IRRIGATION DITCH. PAUL BITTMENN. Paul: This is a continuation of a discussion that's been going on for a while. We continue to see injuries and accidents in that segment of the ditch, particularly from the little footbridge up towards the water feature. The little footbridge up by the parking lot for the senior center. There's a little footbridge up there. That segment that runs down to the bridge that comes across from the pavilion to the water feature area. We asked engineering what it would take to remove all the concrete that was put in and either pipe it or put it back to a more natural ditch state. That's the numbers you have in front of you. There's one estimate there that says if we bid it all out, and there's one estimate there that says if we have our crews do the demolition, then we bid out the reconstruction. It's less expensive by about $50,000 or so if we do the demolition and somebody else does reconstruction. **Wilkey:** Can you quickly describe to me the difference between rip rap and grouted rip rap? **Paul:** It's grouted, the rocks are a little tighter, it's embedded in cement. **Wilkey:** I thought there was an option of pretty much just turning it back to what it was. **Mayor:** I think it's a difference in the amount of rock. It's just whether it's grouted and cemented in or if it's just sitting there naturally and letting the water. **Paul:** I don't know if there's a substantial difference. **Schmidt:** The real reason to grout is for washout. If you have a lot of water coming. **Paul:** You have to realize this channel is a controlled channel. With the large flood storms, we shut the irrigation ditch off. You're not going to see large volumes. It's always controlled. You wouldn't need to see grouted. **Jonathan:** The reason I included grouted rip rap in the cost estimates is because that's what's in there right now. The rip rap that's going north is grouted. That was there before. I think that's a little bit safer because if it's not grouted, when someone steps in there, they can get their foot caught in-between the rocks. The grout smooths it out a little bit, but you still have the roughness from the rock. You're not slipping, but you're not going to get your foot caught in there and turn an ankle. **Wilkey:** What is the confidence level that simply sandblasting it is going to make any difference after a few months' time? **Jonathan:** It really depends how rough you can get it. We'd have to look at that a lot more closely to see if it would work or not. **Wilkey:** I wish we had a picture of what it looked like before. **Paul:** Well, you do. You just walk down 100 yards and you look at the lower segment of ditch. **Cox:** It's just cemented in river rock, basically. **Paul:** If you go up and sandblast it, you'll clean off all the scum that builds up over the summer, and you'll put some texture to the concrete. As soon as we turn the irrigation water back on next summer, it's going to bring fresh irrigation water and fresh slime and sediment. I don't know if you'll have any benefit from whatever texturizing it did by the sandblasting. **Schmidt:** I'm glad we're looking at doing something. I went up there the other day and spent a couple of hours watching people play in the creek and the little kids, and there's some fun places. But however, the liability. I'm very concerned we're just really going to hurt somebody or kill somebody here. Even with the grouted rip rap, it's going to be rough walking. If you want to do that, you could just take a hammer and go down and break all the cement into pieces. Almost the same thing as rip rap. But

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I'm almost wondering if we just don't get rid of it and we just pipe it. **Phillips:** No. **Mayor:** I agree with Councilman Phillips on that one, for what it's worth. It's too much of a community space that people want to use. It's been that way forever, and we were fine in the old way. So why bury it and take away the amenity completely? **Cox:** Yes, something needs to be done, but let's leave it so people can play in it at their own risk. **Phillips:** Since this is a controlled channel, and obviously, it's diverted and created to carry water through this part of town, which became a park. It wasn't always a park. Is it possible to still get the water where it needs to go for irrigation? We take this and we put culinary water in it, but it is recycled culinary water that comes through and comes back. **Paul:** I think you could put culinary water in there, and I have to make sure that I'm right on this, but if you start recycling that culinary water through, you're going to start running into chlorination problems and water quality problems. You're going to have to build onsite chlorination similar to what you do in a swimming pool application. **Wilkey:** Which of these two options, with or without the rip rap, makes it the most similar to what it was before we touched it, which one is it? **Mayor:** The grouted rip rap. **Wilkey:** I would just like to send it back to what it was. **Mayor:** I should make this statement that I should have done earlier, just so that as we do this for public comment, make sure you keep them to the item that we are talking about right now. **Brant Parker:** This is kind of a black eye for the city and that we spent all the money to change it, and now we're spending more money to fix it. I just wanted to know if there is a system in place to not have a black eye like this happen again. We have all this big project money, and then it falls apart and creates a huge issue. Also, to Councilman Phillips' comment about the recycling, St. George has a riverway that recycles, and there's no slipping issue in that one just as a comparable. **Paul Monroe and Sue Longson: Monroe:** I will address the black eye comment really quickly. This has been our concept. This was not a city idea. This was a Rotary idea. It stemmed from a couple of things. One is that there is water that's passed through, and we wanted to more efficiently have something similar to what St. George has, which was mentioned, and also not waste our good culinary water. What a very purposeful and easy solution we thought at the time when we did that. When we designed it and first put it together, there was lots of reiteration of design that we went through with the city as we put it together. But our intent was never to harm anyone. We're all concerned about those that are slipping and getting hurt. **Cox:** It was a private-public endeavor that paid for this, donated to it. I just want to make sure that that's clear. **Sue:** The Rotary Club started work on this almost 10 years ago, and Paul and I have been the co-chairs of the project for the last 10 years and getting the money together. It's not the city money. It was the Rotary Club raising money and getting grants and contributions from our community and contractors donating work is how the work has been done in the West Canyon Park. Side tracking, we are so excited that the All-Abilities Playground is going to be installed this week, which is amazing. When you've been on a project for 10 years and it's this week, it's exciting. Before we address the slipping issue, I wanted to take this opportunity because we did go through so many design phases. We worked with Paul Bittmenn, Councilman Phillips, Ken and Anthony in Leisure Services. At Ensign Engineering with Rihanna Howard, Justin Christensen, and Josh Knoll for the design. Several iterations to make sure that the slope was correct, the sides were good so they wouldn't be too steep or all the things so that it could be what we thought was as safe as possible. I wanted to thank Roger at Choice Builders and the contractor who put it in because they made on-the-fly changes from what the engineers had done because of their long-time experience. They made the sides and the bottom as rough as they could without it hurting what they thought would be to cut kids' feet. But what we all didn't estimate or underestimate is the algae. I will say that the rip rap that was in there before…**Monroe:** If you were to go back through the minutes, the intent of this and many other councils that we came to and talked about this project is we talked about the safety, where we thought we were making it safer. At that time, we had multiple instances of people that came to us

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and talked to us about the times they slipped. I personally was there when an older lady, when it was grouted, slipped and hit the back of her head and went in an ambulance to the hospital. We thought we were doing something to make it safer. Are you going to get rid of the algae? No. Are people still going to slip? 100% they are. The question now does become the liability. I don't like Phil's comment about what he suggested, but we do have some other solutions that we have brought to the city. We brought some this spring. At that time from what we understood, the council said, "Well, let's wait and see how the season plans out." I just want to highlight a couple of them. The first one is, it would probably take one kid an hour a day to take a brush and brush it when the stream is running. There's some maintenance that somebody could do. For a high school kid, that may potentially be a reasonable thing. Sue and I both think that that's probably not too much to ask a summer hire kid. I think my kid would probably do it. The next one is non-slip mats, they have holes in them. They're about a half inch thick. I just looked it up while we were sitting here, and it would cost under $10,000 to line the entire bottom. You could buy it in bulk, and it'd be less than $10,000. Line the entire bottom of it to where it basically would be non-slip. You could grow as much algae as you wanted on that, but you would have these large holes throughout the entire thing where you could actually get some grip with your feet, and you likely wouldn't slip. We thought that before, I still think that it's worth a shot. We thought that before with the way we did it, but it potentially is an option to look at for less than $10,000. You'd have to do the sides. You could get a U-bolt so there's no sharp edges on the top and go between two holes, drill two holes, and grout it in. **Wilkey:** You don't think that after time, albeit one year, two years, that those holes are going to fill with algae and the whole thing is just going to become the new bottom? **Monroe:** I've had ideas and came here before and presented safety, and it's failed. **Cox:** I do have concerns with the holes. I use those for steers when we go to shows, and they fill with crap. Then they just become smooth. It is going to fill up and sediment's going to gather in that. It's going to fill up, and then it's going to get algae. Rubber is going to grow algae just like the bottom does. It's going to fill up, and it's going to get packed in. We wash them on them, and we get them wet, and they get crap in them, and they fill up. **Mayor:** It does have constant water that is cleaning it out. **Monroe:** Regardless of that, if you slip and you fall, what are you falling on is going to be rubber. **Cox:** It's certainly worth a try, and it's certainly better than what it is. **Sue:** My concern is that putting it back like it was and having people play in it like it was, is we have now a population that is more litigious, so I don't think it's going to change. **Mayor:** You're arguing to pipe it. That's the argument you just made was to pipe it. Or leave it the way it is, then people are still they're going to be litigious both ways. If we're worried about litigious, then you're arguing to pipe it. **Sue:** I almost start crying anytime I think about any changes because every time I go, everybody loves it and has so much fun there. They're playing with the weirs in there and the tubes sliding down, and it's just so much fun to watch. To see it go away just breaks my heart. But yes, if the concern is liability. **Phillips:** That's the only reason we're here. **Sue:** The only solution to getting rid of liability would be to pipe it. **Cox:** Or fence it. **Mayor:** Or insure it. **Sue:** You could put a pipe in the existing canal because let me tell you, parts of that canal are over 12 inches thick. He put that in there to stay. It is a lot of concrete. Put a grate on either end, cover it with soil and sod, and it would be a park. **Phillips:** We have liabilities with swings. We have liabilities with pavilions with slivers. Do we just not have any parks? **Sue:** And you have the skate park, and then you have the new pump track. **Wilkey:** One of the differences between, what would be considered by most, a natural canal and making a man-made concrete is you add an element of what's called an attractive nuisance. You've now essentially inviting people to come. It's like, for example, having a trampoline in your backyard. You're now liable because having a trampoline, you've created an attractive nuisance, even though a person has to trespass on your property to use it. That's what you've done by making it man-made. It's almost essentially inviting people to come play in it

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versus before it was, "Here is a natural canal, and if you choose to do it." It doesn't mean people still can't sue either way. **Sue:** One of the bigger concerns about putting it back the way it was, they dam it up. They bring rocks over from Coal Creek, and they would dam the ditch. **Wilkey:** Scott just showed me a picture where the water actually went up over the banks because it all dammed up. **Sue:** That's my point. We now have play features there with the bark underneath. The bark's going to be floating everywhere. We will have the new All-Abilities playground there. Then the park will flood and bring all those chips everywhere and onto the All-Abilities playground. That's an issue. If you really want to get rid of liability, you're going to have to pipe it, which breaks my heart. **Cox:** I really wish we could leave it so people could play and not get hurt. Make it a little better than it is because we know that that's not a solution. And people take personal responsibility for their actions and their children. That's where we're not anymore, unfortunately. **Schmidt:** I don't want you to think I'm totally heartless, Paul. I really feel bad for all the kids and the people that fall and they slip and split their head or whatever. I really don't want somebody to get hurt in such a way that they're damaged for life after this. I've watched a lot of kids have fun there, but it's the cost-benefit to me of what we do. We prevent or take away the risk of maybe killing a little kid or even an adult slips in there. Do we try the rubber mats for $10,000 versus one of these? Give it a shot? I would like to be able to use it, but to me, it's very important that it is safe, that we just get rid of the slipping and falling because the slopes and the moss is a bad combination. They're going to get hurt. I really think we need to do something to stop that. **Phillips:** How many complaints, how many phone calls, how many issues? We got a couple of emails which indicated that one slip and a thing on the chin shouldn't cause this, but it is not one slip. **Anthony Pearson:** My guy that works at that park is approached every day, essentially, by a parent that's concerned about kids slipping, whether they've been really hurt or it's just slick. He's approached every day. **Ken Nelson:** It is a constant thing, and definitely, something has to be done. The concept of the mats, Anthony and I took a piece over there, and we looked at it. I think you don't understand our clientele because they'd have that up in a weekend. The pivot lasted like three days. The weirs, they break the handles off. You've got to understand our clientele. The kids are going to put their fingers in the mats, give it a jerk. It's going to be constant. The screws are going to be showing. The U-bolt's are going to be showing. If people left it alone, it might work for a minute, but they're not going to leave it alone. They put rocks in there. They build their own dams. They're obviously going to pull the mats. I agree it's the safety thing. That's the concept we're to. You have to remember that we had to backtrack on this project, and now we have to do some repair work and get it to where we need it to be. We need it to work. It'll have some features of water culinary water up above. The table stuff is really neat. The reason it couldn't be on was because the people that installed the pipes didn't do it right, and they broke the in-ground stuff. There's those things that we can fix. We can have those features up above, but it's your guys' decision on the ditch. **Wilkey:** Do you have any idea on the complaints we got before? **Ken:** Zero. My kids fell in in, we went home bleeding, but that's just part of being in the ditch. We played in Coal Creek too. It's just a different time now. **Mayor:** I don't know if it's just a different time. I would argue there is something to be said because it's designed to go play in, then people expect it to be safe. When they know they're playing in an irrigation ditch, they're not expecting the city to make it safe. Even if people are slipping and falling, there is a different response to that. They're like, "I'm in a ditch. This is just an irrigation ditch, my problem." But if it's designed for me to play in and it's unsafe, now I want to sue somebody. **Ken:** I'm sure they fall on the north side too. I'm sure they fall from the restroom down, that's still grouted. **Cox:** That's no different than a pump track. If you go on that, you're going to accept the inherent risk of what that is. Same thing with if it's an irrigation ditch and that's what it is and we haven't attracted them to something to slip on, then that's what it's going to be. **Wilkey:** Any thoughts on the validity of the idea of trying to

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sweep it off? I'm just going to make sure we cross all of our options. **Anothny:** I personally did that a couple of times this summer with a stiff bristle brush and it took me about an hour and a half to get halfway down, to even do a dent on taking care of the slick surface. **Mayor:** How long did it take to build back up? **Anthony:** Later in the day, it didn't dent the slick stuff very much. I waded through it, I pushed the broom for about an hour and a half, and you go back to where you were, and it was still slick. It's still on there. **Galan:** You said you're going to have a water feature up above. What does that look like? **Ken**: There's a pad up above that Rotary designed to have a pivot. The pivot didn't transpire like we wanted it to. We contacted Big T, and they're going to do a feature using the same kind of apparatus that we put in for the Rotary pivot piece and build it to where it's industrial. It's going to spray water 360, culinary water. BZI created a table, and it worked out great. It's a little table that the kids push, and the water goes down different troughs, different levels, and it has a hand pump and stuff. It works great and is really well done. **Galan:** But is it something where the kids are going to be able to get wet and go down and be splashing and all that? **Ken:** Yes. The piece that Big T is doing is about 12 feet up in the air. All the kids are going to get wet from a 360-degree concept. **Mayor:** For discussions tonight let's just know there's a water feature up above. We got to deal with the ditch tonight. Let's stay focused. **Mary Santera:** It doesn't address all the fixes. It might be just a little bit premature to make a decision tonight. Piping it and filling it with grass and having the water features on top, that's another option. That's way more safe. If you're talking about doing the riprap, you're going to have liability. You're going to have a lot of liability because it's been established that that was attractive and that all these kids are used to playing in it. The mindset is there. You're going to put it back. Now they think it's safe, and it's even more dangerous. In addition to that, we walked this morning down Industrial, and the new bike path has these huge jumps on it, not a single sign. You're going to have problems with that too. Everything that's fun has risk. This is a great town, and I hate to see the litigiousness contract this town with fear. Maybe the solution is to fill it in, but I think putting it back the way it was, that's a mistake. Then you look at the dollars that's involved with that. That park and everything that's in it has cost millions of dollars in donations. To wipe it all out like that, what if we can't divert the water? It's got to go through there because there's an end use. Maybe piping it so that it doesn't get flooded and put grass and dirt over that, maybe that is the option. **Cox:** I wonder if we can't make it so we make it flat, have a waterfall that's covered, and then have it go slow down instead of the big drop. I just wonder if there's other alternatives, like you said, that we ought to look at. **Mary:** Because it really is so much fun. **Sue:** I can address that because that was several engineering meetings, including with Tiger at the university, he sent us drawings. For the irrigation company, that is a particular slope to keep the water at a flow rate. We had several meetings with the engineers, and Paul did calculations on how wide it could be because we didn't want to lose water to evaporation, so that the end users wouldn't lose water. There was a lot of study that went into what we ended up with. **Monroe:** The place where it's sloped the most, it is not slippery. The place where it's level is where it's the most slippery. The biggest reason is because tubes. Everybody going down is cleaning it off where it's slippery. If we're talking options, I don't know what the removal cost is. You shared a study from somebody from the university that talked about drying it out. Potentially, you could do both. You leave the ditch in, and you add a diversion pipe. You allow the ditch to completely dry out for a week on, week off, whatever it is. That would allow the algae or the moss or whatever to dry up and go away. **Paul:** It doesn't do us any good October, November, December, January, February, March, and then the water gets kicked back in in April. Anytime we have that water shut off because of rainstorms or whatever operational need of the irrigation company, I can't tell you how many phone calls we would get here in City Hall, much less up at Leisure Services. "Your water feature isn't on, and I have my kid's birthday party. You need to turn it on right now." People don't understand that that's not ours

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to control. It's the irrigation company's to control. If we do the diversion pipe and dry it out for a couple of weeks, people will be on us again about, "Why isn't there water in my water feature?" **Galan:** I don't know where to go with this thing. We're on a second iteration, which has been an expensive investment, which has created some problems. If we have an opportunity to do something above that and mitigate any further danger of litigation or anything like that, we can just put metal grid over the whole ditch, cover it so that the water goes where it goes, and then focus on putting something that's safe up above so that the kids and the moms and the birthday parties will have a place to get wet and enjoy and get rid of the liability without spending hundreds of thousands of dollars. It's a great idea, but it's not working. If we take it back, it's going to create even more liability. Instead of tearing it out and trying to figure out how to put the rocks together again, let's just cover it with something that lets the water go through. It just seems counterproductive to try to continue to fix something that doesn't get rid of the root issue, which is the liability and the children getting hurt over and over. It's going to grow exponentially the more we touch it and leave it the same. We have to walk away from it in a safe way. **Phillips:** I think we're through the period of all the concern because it's going to turn cold very soon. We've got some time. I don't know if we've explored all the options. Maybe we have absolutely explored all the options, but I don't know that. **Galan:** The very definition of insanity is trying to do the same thing and get a different result. All we've been discussing is, we put this cement in because we thought it would be better and blah, blah, blah. It was attractive and better, but it doesn't work. People get hurt. So now we're talking about taking it back to the way it was in the hope that nobody will get hurt and it'll get better. Well, it won't, that's where we were. We're kind of going in an insanity circle. I don't want the water to disappear. I don't want to pipe it. But if we can just get rid of the liability and then provide an alternative up above, then that's what we should be focusing on. **Phillips:** I think we've got some great options in front of us, but are they the final options? That's my question.

Councilmember Galan motions to table the agenda item; second by Councilmember Cox; vote unanimous.

ADJOURN: Councilmember Phillips moved to adjourn at 9:17 p.m.; second by Councilmember Schmidt; vote unanimous.

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Amber Ray
City Recorder

COUNCIL MINUTES
October 14, 2026

The City Council held a meeting on Wednesday, October 14, 2026, at 5:30 p.m. in the City Council Chambers, 10 North Main Street, Cedar City, Utah.

MEMBERS PRESENT: Mayor Steve Nelson; Councilmembers: Robert Cox; Waldo D. Galan; R. Scott Phillips; Phil E. Schmidt; Carter Wilkey.

STAFF PRESENT: City Manager Paul Bittmenn; City Recorder Amber Ray; City Engineer Kent Fugal; Senior Engineer Jonathan Stathis; Police Chief Darin Adams; Public Works Director Ryan Marshall

OTHERS PRESENT: Scotty Harville, Theresa Freier, Lyle Dover, Russell Westwood, Tom Jett, Dallas Buckner, Laurie Scholzen, Bill Payne, Tonya Payne.

CALL TO ORDER: Dallen Olcott gave the invocation; the pledge was led by Scott Phillips.

AGENDA ORDER APPROVAL: Councilmember Phillips moved to approve the agenda order; Councilmember Cox seconds; vote unanimous.

ADMINISTRATION AGENDA – MAYOR AND COUNCIL BUSINESS; STAFF COMMENTS: ■**Phillips:** I was driving on Main St and noticed that at the Coal Creek traffic light, there are crossing flags that are stuck in the chain link fence. Was that an initiative or the city? We need a bucket or something to not have them stuck in the fence. **Paul:** It is a UDOT road, their project. **Phillips:** Ryan, can you reach out to Matt and see what is going on.

LIBRARY UPDATE. DALLEN OLCOTT. The Quality Library Award recognizes that the library is about more than keeping the doors open and maintaining a collection. It reflects the combined effort of our staff, our leadership, city administration, and government. It also shows that our community values the services that we offer. I want to thank you for that. *See Presentation*.

AMERICAN LEGION UPCOMING EVENTS. SCOTTY HARVILLE **Scotty:** Our annual Veterans Day ceremony is coming up. It's going to be held on Wednesday, November 11th, at 10:00 a.m. at the Cedar City Veterans Memorial Park at the Korean War Memorial. I'm going to be expecting to have the fire department there with the flag up. I'm going to be expecting chairs, of course, as usual. We'll put them out, and we'll put them back in. We had 150 come last year. We had Scott Phillips. He would come up and do our appreciation this year. Robert, would you like to come in and participate and speak on Veterans Day? **Cox:** I would love to. **Scotty:** Good. Then I'll put you on the agenda. **Cox:** I've been a member of the Triple Deuce for over a decade. **Scotty:** You don't have to be in uniform if you don't want to, but if you want to wear it, you can. Our annual Thanksgiving dinner, this is our sixth year this year and this second year at the First Baptist Church. Last year we served 420 meals with 60 volunteers. This year we want to get more. We're still having it there. It's from 12:00 to 5:00 on November 26th. You can scan the QR code and donate food or come in and volunteer. We're going to be delivering meals to locals. If you're at home, we have people that are going to be volunteering to deliver. Our motto is nobody in Cedar City goes without a meal on Thanksgiving Day. Come and participate. We want to do more meals, so extend the word to everyone. You guys are all invited. Bring your family. You don't have to cook. That's the best thing. Just go to the First Baptist Church between 12:00 and 5:00. Sons of the

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American Legion are willing to participate, of course, with the lighting ceremony that's coming up. We are really expanding our programs. We do a lot of volunteer work, and we appreciate everything that the city, the council, our staff, mayor, and everyone does, including our first responders. **Phillips:** On your Thanksgiving dinner flyer, you have Extension Utah State University. What is their role in this? **Scotty:** They were helping provide personnel, and one of the individuals that works with it, Sarah, set up our sign-up genius. The 4-H girls and the kids come in and they help volunteer. **Galan**: If you were to have 10 or 12 volunteers, when would be the right time to have them? **Scotty**: You go to the sign-up genius, you can scan that and there's the different jobs, they have different shifts. You can serve dinner; you can come in and help set up prior to that event. You can be on delivery day. Scan that or just give me a call. I have the list, and we can just do it right on the line.

Wilkey: We all got the email this week from Nicole Rosenberg about these PIDs. Is there anything we need to do or be involved in any of what's going on? **Paul:** The email she sent just said that there's a hold on some payments that they have to make as a county. We have no idea what the scope of the problem is. I sent her an email and left her a voicemail this afternoon. She wasn't in the office. She'll call me back when she gets here. We'll work on it and report back. **Mayor:** I think she's probably just making you aware of the issues. **Schmidt:** I did send it to two of the developers. I forwarded it to them. I said, "Take care of this."

CONSENT AGENDA: (1) APPROVE MINUTES DATED SEPTEMBER 16 AND 23, 2026 (2) RATIFY BILLS DATED SEPTEMBER 25, 2026, AND APPROVE BILLS DATED OCTOBER 9, 2026 (3) APPROVE THE FOLLOWING BOARD APPOINTMENTS: ACTIVE TRANSPORTATION: RELEASE MATT BOLUS, APPOINT EMILY RHODES. AIRPORT BOARD: REPLACE JYL SHULER, APPOINT SAM DODD. LIBRARY BOARD: RELEASE BRENT SORENSON, APPOINT CHRIS HAUGHT. LEISURE SERVICES: REAPPOINT HEATHER JOHNSON. (4) APPROVE TRANSFER OF LADDER TRUCK TO ANOTHER COMMUNITY. (5) APPROVE CROSSING GUARD FOR CANYON VIEW. (6) APPROVE SURPLUS ITEMS. (7) APPROVE BIDS FOR THE QUICHAPA WELLS REHABILITATION PROJECT TO WIDDISON WELL SERVICES IN THE AMOUNT OF $574,970 AND GRIMSHAW DRILLING IN THE AMOUNT OF $801,365. (8) APPROVE A CHANGE ORDER FOR THE 100 EAST ROADWAY PROJECT IN THE AMOUNT OF $117,500.05. **Phillips:** I do have one question about the bills. It says porta potties Industrial Fort Cedar Road Project. Is that for the Pump Track installation? Was that not part of the construction contract? Why are we paying.
Paul: We will find out. **Wilkey:** Is Sam finishing the remainder of Jyl's term? **Mayor:** Yes, he is finishing her term.

Councilmember Phillips moved to approve the consent agenda as written above, seconded by Councilmember Cox; vote unanimous.

9.CONSIDER A GENERAL PLAN CHANGE FROM CENTRAL COMMERCIAL TO BUSINESS/LIGHT MANUFACTURING AND A ZONE CHANGE FROM INDUSTRIAL AND MANUFACTURING (I&M-2) TO INDUSTRIAL AND MANUFACTURING (I&M-1) IN THE VICINITY OF 226 N 3325 W. GO CIVIL/ RANDALL MCUNE

Councilmember Schmidt moved to approve the general plan and zone change, seconded by Councilmember Galan; roll call as follows:

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Robert Cox - aye
Waldo Galan - aye
Scott Phillips - aye
Phil Schmidt - aye
Carter Wilkey - aye

10.CONSIDER A ZONE CHANGE FROM ANNEXED TRANSITION TO RESIDENTIAL – SINGLE FAMILY (R-1), RESIDENTIAL – SINGLE FAMILY (R-2-1), RESIDENTIAL – TWO UNIT (R-2-2), RESIDENTIAL – MULTIPLE UNIT (R-3-M), AND CENTRAL COMMERCIAL (CC) IN THE VICINITY OF WESTVIEW DRIVE AND SOUTH MOUNTAIN DRIVE (BAUER MEADOWS RDO). GO CIVIL/ RANDALL MCUNE

Councilmember Schmidt moved to approve the zone change, seconded by Councilmember Cox; roll call as follows:

Robert Cox - aye
Waldo Galan - aye
Scott Phillips - aye
Phil Schmidt - aye
Carter Wilkey - aye

11.CONSIDER RE-DESIGN OF BARRIER ON ROYAL HUNTE DRIVE. RUSSELL WESTWOOD **Kent:** I reached out to Devin at UDOT, he got with consultant regarding the turning analysis with the correct truck. They have done some analysis on that. They're still working on it. They had the one movement that I believe they had completed looking at. That was the movement off of Bentley onto Royal Hunte to go back towards the interchange. It appeared that it does work with the current design. I confirmed with Devin though that if we ended up needing to adjust that by a few feet, not hundreds of feet, but by a few feet to accommodate that truck turning movement, that it is a field modification we could make. It wouldn't be by more than 5, 10 absolutely tops feet that it would be adjusted. He said that is something that could be done as a construction modification. He did confirm to me that removing more of the median than that at this stage of the game isn't really a possibility. It would require reopening the environmental, which would delay us substantially. The project is already on its way out to bid. That's not going to happen right now. He said if it were to change, it would need to be after doing the environmental reevaluation and then making a change via change order during the project. At this point, from all of my conversations with him, that seems highly unlikely that it would happen. It would probably require escalating further up the food chain at the state to be able to even have that considered, going back in and reopening the environmental. **Cox:** To clarify, if they put it in and we as a city determine that it needs adapted, it's our property at that point. We don't have to go back to them. We could adjust it at that point? **Kent:** That's maybe a little too simplistic. **Cox:** Let's not make it complicated. Let's make it simple. **Kent:** As UDOT has gone through this process, starting with the early conceptual design, the environmental process, everything they went through, they looked at a lot of options on what could be done as part of the project. When it came right down to what is being built on the city streets, Devin made it very clear to me that UDOT has no interest in building improvements on the city street, except where they're necessary as part of the design so that the overall project will function acceptably and protect that very large investment going into the interchange. He said as they've gone through the process there were things that were proposed, that were eliminated because they didn't serve a specific UDOT interest with the interchange. It was merely an improvement to the local system, and that's not what they're doing. The things that survived that have made it to this point, are the things that UDOT deems essential to the project.

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That's why they are not in the attitude of, "Yeah, we can make adjustments to this design." He told me if we come in after the fact and make those kinds of changes, that would very much put us sideways with UDOT and be very damaging to that relationship. **Galan:** Well, that's a thread that I'm willing to take on. When you say the environmental study, what are you referring to, or what are they referring to? **Kent:** The environmental study under the National Environmental Policy Act, under NEPA, requires looking at a whole range of potential impacts that the project has. Those impacts include looking at noise and air quality impacts that are directly affected when you have increased congestion. A change of this nature changes traffic flow on the project and therefore changes the impacts of the project when it relates to things like noise and air quality. **Galan:** So inside of that environmental study is an analysis of what we have today versus what we will have with these "improvements" in terms of traffic flow, reduced accident rates, better management of whatever flows, and so forth, right? **Kent:** That is correct. **Galan:** I need to see that compared to taking this thing down to the red mark. I don't have enough information to stand here and say that piece of median is so necessary to the flow and the increase improvement in lowering the accident rates and the flow of traffic in all directions that we just cannot move it more than five feet. Otherwise, as a member of this council, I have to say, "I can't make a decision in helping these individuals that are here mitigate losses because of a cement barrier we're putting in the middle of the road." Their traffic into their businesses, whether it's the dental practice or the gas station, is going to be severely affected by that piece of median. I know that these things don't come out of the air. Somebody has gone through a tremendous amount of studies. I need to see that data so I can look at these people in the eye and say, "I'm going to support you," or, "I'm not going to support you." How do I get that? **Kent:** The full environmental report is available on UDOT's website. Just Google South Cedar Interchange, Cedar City, and you'll see that it takes you right to that page. It has the full documents. You can read anything in that environmental document, and it's three appendices that you want to read. Devin did give us some things that he pointed to on this with regards to the different pages in the environmental document where this median is addressed. We can certainly forward this email. We just got it right. **Paul:** I sent it to you a half hour ago. **Mayor:** I called Devin personally to make sure that I heard firsthand from him what his stance was. The harsh reality is the project is going to go in the way it's currently designed. The state is the way to the opportunity to make the modifications to any of that, they won't allow us to. It will push their project back because of the legal process they have to go through with the new environmental, and it would kill the project currently. They are not going to do that. They would fight to not have us do that. That's what's awkward right now about asking you to make a decision on something is that the state has been very direct that it's not going to happen. **Cox:** That's why I had the question. Just to reiterate what you said, the state is only going to give us five feet right now. But if we go down the road and they say, "Hey, this is just not working. It's destroying this," we have the ability as a city to go back and do another environmental study and show why we think it's all right and make the change. **Galan:** We would have to pay for that? **Mayor:** Correct. **Wilkey:** That would be during the process before they build it? **Cox:** No. They have to put it in the way it is designed. **Wilkey:** I don't know why we have to go to an environmental study. Once they turn it over to us, it's our city street and it's our island. We can just tear the thing out if we wanted to. **Mayor:** Other than the harm it would do to relationship, you're correct. **Phillips:** I just wanted to let council know, and you, Mayor, I also spoke to Devin Squires, very much the same kind of questions. I asked why environmentally we had to do this because there are no prairie dogs out there in that location and whatever it was. I got a similar answer to what you stated, and it's much more on a national level. I do want to say, and I expressed this to some people I spoke with, this is over a $100 million project, and we are not going to return that money because of a median. What we need to do is see if we can find a solution. I think that's what's brought us here today, is trying

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to see if there's a way we can find some mitigation or compromise to the situation. I agree, we should have the ability at some point to say, "This is not working for this business, and we need to do it." But it's also affecting Cafe Rio, Chipotle, Applebee's, Panda Express. We've got to be careful when you open that Pandora's box, what happens to all the rest of the businesses there. But we have also thousands of people that have complained about that diverging diamond for years, and UDOT has already showed us that it's in failure. It's not working. It's getting F grades. So we've got to do something about it. **Russell Westwood:** My main concern would be- when did the state determine the deadline would be, to be able to alter or change this design off of the original timeline? We've been having this conversation, like I mentioned, for six months. Could it have happened eight months ago when we started the conversation? That's where our frustration comes from. We've asked, now we don't get anything, so we go to the city. **Galan:** How did we get here when we've had a bazillion public meetings for discussion and input and so forth when clearly this is something that is going to have an impact one way or another on the businesses. But we are at a position where I think we just need to move forward, get rid of the five feet or seven feet or whatever it is so that you can get your trucks in there, and then we'll figure out a way to mitigate losses going forward one way or another. I promise you, I'm going to work on that. **Russel:** The email that you were forwarded does include the turning analysis for that one truck movement, the one that would potentially be benefited by pulling that median back a few feet. Can we receive that, can it be sent to us, the private party, and then we push this to the next meeting to make an educated decision before we jump on something that we've had for a half hour? **Paul:** What they sent us is just the PDF showing the drawing, I don't know how much more… **Kent:** What this is showing is that truck can come make its wide swing and get through. This is showing that it could be done without shortening that. I think that there could be some additional discussion on that, and maybe shortening it a few feet would be appropriate. But that's about the best we could hope for is a few feet. They certainly would not allow that to be shortened down to where it uncovered any drive approaches. If it gets to the point where there are now left turns being allowed to or from one of those drive approaches that are intended to not have left turns, that would be a deal killer. **Wilkey:** To answer his previous question, do you know when the final rendition of the design we're on now, do you know when that one was adopted? **Kent:** The decision was actually made during the environmental study process. That's where that decision was made. The environmental study, which had a lot of public comment opportunities associated with it, looked at all of the different options for how to do this interchange. Then it narrowed down to what the preferred alternative was and flushed that alternative out more with all of the details of what it would take to make it function acceptably. These medians were identified then. That's really when that decision was made that got locked in on what was approved in the environmental approval through the feds. **Wilkey:** Do you know when that was. **Kent:** It's been probably close to two years. **Phillips:** I know there's been some changes. I think maybe one of the frustrations, and I know, Kent, we're directing this to you, and you're not UDOT. Unfortunately, you're the representative trying to interpret for UDOT. But in talking to Mr. Jenkins today, one of his frustrations was that as property owners, they were not notified of these public meetings. We sent out stuff on our website; we did various publications to try and get people there. I went to two of them. My question is, does UDOT not have a standard for if it's affecting your property, they don't notify the property owners? **Kent:** I do not know the answer to that. **Cox:** The you three that talked to the state UDOT representative, did you express the frustration of not communicating, and what was the response there? Because that's frustrating. I feel for them if they've tried for six months and haven't gotten a response. **Kent:** I didn't bring that up in my discussion. **Mayor:** I did. I brought up this modeling, and I said, "They told us in the meeting they've been asking for a modeling to show the bigger truck can make it since April, and there hasn't been anything." He forwarded me an email that last

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communication was April with the old model in it. I pointed out to him, "That's the point. This isn't the model they're asking for." I expressed the frustration. **Russell:** Is there a possibility that Devin could be at a next action meeting so we can channel our questions and our concerns to a UDOT representative instead of Kent? **Phillips:** Why don't we give you his phone number and you call him directly? **Russell:** Why don't we get Devin in a room with the city council, with the private party, with the city department, the street department, and come up with a decision? I feel like we're rushing. **Mayor:** Russell, the hard reality, the decision's made. That's just the hard reality. This stage in the game, the state will not modify that project. It will delay the entire interchange project. **Phillips:** Russell, I shared something with Eric today because we have a similar frustration on one of the design elements from the city standpoint. Both the mayor and I are very concerned about a location of a detention pond. It's in the plans. It is done. We can't change it. Now, when we take over the project, we're going to try and go back and get that changed and pipe the water in the right direction. But it's done, and we're stuck with that. And we're not happy about it. **Russell:** Is there any way we can get something in writing from the city stating that this will be a future point of conversation to look at this barrier once it does become a city project rather than a UDOT project and it's been completed? Is that a possibility? **Phillips:** I think it's in writing. It'll be in the minutes. We're willing to have that conversation. I think all of us are willing to reevaluate that. **Wilkey:** Whether we put it in writing or not, you have the same right to bring anything before this council. Putting that in writing is no different than you just calling her and putting it on the agenda and coming to us anyway. **Phillips:** We are frustrated also. **Russell:** We appreciate your time, and we'll look forward to future conversations when UDOT's out of our hair. **Cox:** From my perspective, we hope that it works and it doesn't kill your business and that it's going to be fine. Hopefully, when they get it in, that's the case, and we won't need to do a traffic study, and it'll be good. **Wilkey:** Things are not as good or as bad as they initially seem. That's what I'm hoping. **Galan:** I think what everybody's saying is that we are willing to take a look at this once this massive project is finalized without any interruptions so that we can get all the other benefits as opposed to stopping it now for this thing.

Councilmember Wilkey moved to direct the City Engineer to work with Jenkins Oil and UDOT to analyze the data and work on a plan to shorten the island however many feet is needed to make it good for their truck; seconded by Councilmember Schmidt; vote unanimous.

12.CONSIDER BIDS FOR THE COVERED OUTDOOR ARENA PROJECT AT THE CROSS HOLLOW EVENT CENTER. SHANE JOHNSON/KENT FUGAL **Phillips:** I am concerned about the location. Once the building is up, we can't move it. Can we put it in the back? **Schmidt:** Theres no room in the back. **Cox:** And elevation issues. **Galan:** What is your specific concern? **Phillips:** What the optics are if we have an outdoor arena and you can't see the arena. **Cox:** When trucks and trailers are there, you can't see anyhow. **Phillips:** That is very true. That resolved my concern.

Councilmember Schmidt moved to approve the bid for the Covered Outdoor Arena Project, seconded by Councilmember Cox; vote unanimous.

13.CONSIDER WAIVING A PORTION OR ALL OF THE IMPACT FEES FOR THE NEW COVERED OUTDOOR ARENA AT THE CROSS HOLLOW EVENT CENTER. SCOTT CHRISTENSEN/KEN NIELSON **Wilkey:** My concern is, citywide, especially when it comes to impact fees, we throw everything in the same basket. Let's say I owned a big factory, and I had 100 employees, and I added a 33,000 square foot addition to my factory, and I only added

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five employees. I'm not adding much more transportation, but that same factory, because they happen to be commercial, they're going to get charged $84,915 in an impact fee. **Paul:** That's not the way the transportation impact fee adopted works. **Wilkey:** So it's not off the square footage? **Paul:** It is off the square footage, but it's also keyed to a transportation manual. It's a big book of transportation needs for different types of facilities. It ranks all sorts of different types of uses and assigns them a corresponding value. You use that value times the square footage to figure out what the impact fee is. The way you guys adopted it is, if we as staff present to the end user, "Here's what we think your impact fee is," they have every right to go to that same big book of traffic stuff and look up all the stuff in there and find a better match and come and tell us, "This is a better match, and this is why." **Wilkey:** Do they know that book of uses exists and that they have that right to essentially appeal it? **Paul:** Most engineers probably know about it, I would think. **Cox:** Did we have someone look at it and try to fight it for the little discount? **Kent:** We are in the process of trying to do that. Our impact fee consultant did a good job of breaking the transportation impact fee out into a lot of different land uses rather than just broad categories of land use, which really helps us. But still, when you look at which land uses specifically made it into our fee schedule, I'm not sure that we have one that is analogous enough to this arena to fit. We're trying to go back through the ITE trip generation manual and see if we can identify a more appropriate land use type, see what that trip generation looks like, see what that would do to the fee. **Wilkey:** Who wrote this book? Did we write it? **Kent:** The Institute of Transportation Engineers has been publishing this for 60, 70 years, something like that, or more. It gets updated on a fairly regular basis. That's what we're utilizing. We'll continue to follow through on that and make sure we get the right number. There will be, of course, an impact fee, but it hopefully will not be as much as what is shown here. **Paul:** Us reevaluating and lowering it is already built into the way the impact fee system works by the ordinance you guys adopted when you adopted the impact fees.

Councilmember Wilkey moved to deny waiving impact fees, the city will pay them; seconded by Councilmember Schmidt; vote unanimous.

14. CONSIDER A RESOLUTION AMENDING THE CITY'S PERSONNEL POLICY. NATASHA HIRSCHI/ PAUL BITTMENN **Natasha:** Based upon our discussion from last week, I made the recommended changes, which are: We changed the cap on the rolling accrual to one and a half times what they earn in a year. We capped out the payout when they leave our employment to be just what an employee earns in one year. We changed the vesting period to three years. Those are the three changes that you requested. Just so you all know, the parental policy we'll bring back to you in the next couple of weeks. We'll bring it to a work meeting, and you can discuss it. We want to make sure we give department heads and employees a chance to have information and give feedback before we bring that in. **Cox:** Did you get any feedback from department heads and staff on these changes? **Natasha:** I haven't heard a thing. **Cox:** No news is good news. I guess we nailed it. **Phillips:** I just wanted to make a comment and then perhaps propose something before we get into motions and discussions and things. First of all, I want you to know that I greatly respect each and every one of you. You can see that what makes our city stronger is that we have many voices. Out of many voices come, I hope, wise decisions that sometimes we all have to move and compromise a bit on. Hopefully, the best decisions rise to the top. At least that's the intent. I particularly wanted to thank Councilman Galan and Councilman Cox for their hours of work along with staff in putting this together because this has been months in process. This is a dramatic change for our city policy. But I think it's good. I think we've worked through some difficult times. I think the proposal that has come forth with the changes we talked about last week, in my opinion, make it better. I would just like to have a discussion on one

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additional policy, and I'm not sure where it will go, but I want to bring up the idea of comp time. I'd like to have us have a discussion where rather than it be capped at 120, I'd like to have it considered for 160 for all existing employees, but then any new hires effective January 1 would be capped at 120. That is something I'd like to at least have a discussion about and see how other council members might feel about that. **Wilkey:** This all takes into effect January 1st, correct. **Natasha:** The cap on comp time would be effective as soon as this is voted on, and the payout would be in May. The sick leave cap starts January 1st. **Wilkey:** On your end, does that cause a lot of an issue to have past employees on one program and new employees on a little bit of another? **Natasha:** It's going to be our payroll company, it's a pretty simple thing, I think. **Schmidt:** I talked to a couple of department heads on this. I'd like to stay at 120. I think 120 is fair. We have some areas around the state that are 40. Some are 80. We are by far on the higher end of things at 120. There's very few that are higher than we are. I don't like a split between existing employees and new employees. I think we should be 120 across the board. **Cox:** I would agree that we just leave it the way that we've got. **Mayor:** One of the concerns I had when we talked about this in the committee and how high that is, is trying to find a number that actually helps the departments to function in what should be normal working processes. You have to remember, they worked time, and now we're paying them time and a half and taking that time off. If we have high amounts of that that we want them to use every year, or creating policy to allow them to use every year, I think the more rational argument would be if we're bumping up against that 120 consistently in departments, then we probably are understaffed, and we should hire another employee that only works normal time that we're not paying time and a half for. It costs the city money to have time and a half. That's what this policy is, is us just saying, "Hey, we're totally happy for you to go spend an extra half of an hour's wage." **Phillips:** But as a city, we also run 24 hours a day. We don't have just 8:00 to 5:00. **Mayor:** Exactly. And there's emergencies that happen. That's why you have them for fire or police. If somebody calls out sick, you got to cover the shift still. But I think that 120 is a very reasonable number to be able to make sure that those kinds of emergencies can be covered. To push it higher encourages opportunities to build time when do we need them to be building that time. It's just the way I look at it. I feel like it's a fair number that allows us to function and run efficiently, effectively. **Galan:** I kind of appealed to the softer side of my heart when searching for it and was there a couple of hours ago. But then I have had the unfortunate experience of digging into some of the practices that have generated some of these numbers. I'll say it. I don't know if it's politically correct or not to say it, but there's a bit of abuse of this adopted bad habit that has taken place to fund whatever. I'm not going to get into the specifics. I can if you want me to, but I won't in this meeting. I think the effect of those abuses have been reflected in an extra cost to the citizens of our city. I'm going to put away that little fraction of soft heart and go back to the original position of where we are. I cannot condone what has taken place, and this would invite a little bit more of that. So we're going to cap it, in my opinion. I would like to propose that we cap it where we have it proposed now and deal with it in a fiscally responsible way. That comment goes to the supervisors, the managers, and the directors of each of our departments. **Wilkey:** We've had a lot of discussions of this as this week has gone on. I do feel there's two sides to this. I think this is a very robust and good time-off policy, benefit package, whatever you want to call it. In the past, we've maybe had to be better than others just because of pay. I think over the years, as we've worked hard to increase pay to try and make us more comparable with others, the private sector and public sector, we don't need to be as robust in this. That's why I'm fine at 120. I also love our employees, and I respect our employees, and so I lean towards the 160, with the cap for new employees at 120. But the one major concern I have, and Councilman Galan kind of alluded to this, and I won't mention names, but this was even brought up in last week's meeting. What I don't want is employees who take a 15-minute lunch when

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they're given an hour lunch so they can try and accrue time. This was meant for emergencies in my opinion. This was meant when we need you to work overtime, not when you just want to work overtime. We all have worked many hours in our personal lives. We know the effects of burnout. As an employer, we don't want our employees to burn out. We want them to take their time off. We want them to take their lunches like they're supposed to so that they're more productive when they are working. I do share that major concern of people, they count on this, and they maybe work it to their advantage other than what it's initially intended for. I'm honestly still torn between the two. I could go either way. **Phillips:** I think in light of conversation and the feelings of my colleagues that I'm going to withdraw my proposal on the 160 because I don't think it's going to pass. **Mayor:** Thank you for the discussion. I agree with you 100% that as we have them, that's what makes us better, thank you for bringing it up.

Councilmember Cox moved to approve the resolution as written; seconded by Councilmember Schmidt; vote as follows:
AYE: 5
NAY: 0
ABSTAINED: 0

Public Comments

Ashton Jessop: I moved down here from Utah County. I've seen all of the traffic issues that we're dealing with. It sounds like it's set and there's not much you can do. If there are slight tweaks that can be made, the other thing that I've seen cause really big issues in Utah County, and you've probably seen it here, is when you come off that freeway and you're going towards Walmart, you're trying to enter into that left turn lane, and it blocks off the traffic all the way back. **Phillips:** That'll be completely changed. **Ashton:** You're going to have left turn lanes in all the different places because now you need U-turns and you need left turns at the intersections. That was one thing I thought of when we were talking about it, is making sure that it effectively handles more cars before blocking off traffic. **Wilkey:** What you're referring to is what we call is stacking. You want to make sure the stacking is adequate in the left-hand lane so that they don't stack into the through lanes. **Ashton:** Exactly. **Wilkey:** I think we do have some concerns in some areas out there. **Mayor:** At the lights, I think they've got double lanes. **Cox:** There are two lanes to stack for the left turn so you can do a U-turn or turn in. We're hopeful it's way better than theoretically. Based on the names and all of their engineers we paid, it should be sufficient. **Ashton:** Will there only be the left turn lanes at the intersections or will it also be when you go to the end, there's going to be a left turn lane, to take a U-turn after the end of the median? **Mayor:** If you're interested, Google the South Interchange Cedar City, UDOT's page will pull up to have a map of what it's designed to look like. **Phillips:** There's no signage on those maps at this point. **Mayor:** No, not the signage, but it shows the lanes. **Ashton:** It was more just if engineering-wise, we're concerned that there's not the change in that plan is where you make this curve both ways. Theoretically, that might be one that could be tweaked. **Wilkey:** I spoke with Chief Adams today. At all those lights, they are all designated U-turns until we as a council, we're the only ones that can designate a no U-turn. He can't do it. If we do want to say no U-turns anywhere, it has to come before this body.

Bill Payne: With the Rally Stop, the way they got that set up, they're going to be making right turns from the left lane. These guys are hauling gasoline, which is very flammable. I don't know how they can address that issue. I've been in the trucking business my whole life, the public does not yield. They will not yield. It doesn't happen. Also, I didn't see any of you guys there two weeks ago. Two weeks ago, a week and a half ago, Chief Adams spent 15 minutes in 37-degree

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water. So we need to say thank you for that. Chief Adams: It was at the City Park. It was the Coalition for Mental Health.

Scott Christensen: I thought I'd answer Scott's questions about location of the outdoor arena. It's vitally important. It was thought out very well on our part where to put that. For one thing, we want all our horses pretty much central as much as we can when people are on them, riding them. We don't want them riding through traffic. Secondly, it's important to have that arena there. I can have my World Series team roping. They can rope in their first tier in the outdoor, come into the new arena, rope their second one, then go into the indoor. We've had a lot of comment on that, how we're the only ones set up that can actually do that and how beneficial it's going to be to have those kinds of things there. Everything is kind of central. The covered outdoor warm-up is right in the middle where they can use that and they can go into either arena, outdoor for our outdoor rodeos or go into the indoor from there. It's going to be just very convenient and very user-friendly. **Schmidt:** When we're having a livestock show or whatever, the air gets pretty bad. I would like you to get us the number of vents or fans that need to be upgraded or that are not working. I'm going to talk to a couple plumbers about putting some more cross fans, vent fans on one side and fan on the other side to see if we can do something to clean up that arena because it's just way too bad when we have all those livestock kids and everybody in there. It's almost hazardous there. We need to know what is working and what needs to be fixed. **Cox:** Those north fans I don't think work at all, right? **Scott:** The north fans are swamp coolers that, as we all know, I was forced to put those in there by the previous mayor. They used to be exit fans. **Schmidt:** We need to do something because it is bad. Can you get with me or Robert and let's get this figured out and what we have got to do. I'll get some prices and some sizes and see if we can get better ventilation east, west, north, and south. **Scott:** I'd love that. **Wilkey:** If we didn't have Councilman Phillips to worry about the pure aesthetics of things, we would be a much uglier city. Somebody has to worry about aesthetics. We leave that up to him because that's his major concern. **Phillips:** We were there last weekend for the Pumpkin Festival, and your crew couldn't have been better. They were there for every issue, every problem, and they were johnny on the spot. Kudos. **Scott:** I do have an outstanding team. **Cox:** Thank you for your vision out there. You have made this very welcoming and you've brought so many activities in that has benefited this city and this community. Thank you for your vision and for what's going on out there. It's amazing. **Scott:** Thank you. Appreciate that. We're just getting started.

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ADJOURN: Councilmember Phillips moved to adjourn at 6:40 p.m.; second by Councilmember Cox; vote unanimous.

_____
Amber Ray
City Recorder

Quality Library Award

Utah State Library Division

What is it?

- The Utah Quality Library Award is a recognition given by the Utah State Library Division to public libraries that demonstrate exceptional service and go beyond the state's standards for library operations.
- Unlike regular library certification, which establishes that a library meets required standards, the Quality Library designation highlights the additional work library staff do to improve services, respond to community needs, and make a meaningful difference in people's lives.

Why it is important?

- The award recognizes that excellent library service involves more than maintaining a collection and keeping the doors open. It reflects the combined efforts of library staff, leadership, local government, and community partnerships to provide services that meet local needs.

Utah Peers for Cedar City Public Library ⓘ

Settings & Download ⚙

Library	FSCS	Population of Legal Service Area	Visits	Registered Users	Total FTE of Staff	Total Revenue	Library Visits Per Capita
Park City Library	UT0052	8,292	261,720	10,039	15.7	$2,049,275	31.56
American Fork City Library	UT0057	41,298	272,748	27,367	16	$1,277,910	6.6
Spanish Fork Public Library	UT0064	47,809	274,640	19,103	23	$1,761,320	5.74
Cedar City Public Library	UT0026	40,885	232,362	24,293	11.13	$847,798	5.68
Summit County Library	UT0051	34,817	165,368	16,508	18	$2,093,183	4.75
Tooele City Public Library	UT0054	40,919	163,053	9,284	12.5	$1,341,057	3.98
Eagle Mountain Public Library	UT8002	60,575	237,229	21,031	11.25	$1,149,214	3.92
Pleasant Grove Public Library	UT0061	38,127	140,492	27,256	17	$1,094,907	3.68
Payson City Library	UT0060	24,666	79,786	14,341	10	$817,172	3.23
Logan Library	UT0012	56,770	171,288	29,350	22	$3,044,332	3.02
Saratoga Springs Public Library	UT0074	57,411	103,487	12,050	10.57	$1,065,825	1.8

CEDAR CITY CORPORATION | Check Register | Page: 1
Check Issue Dates: 10/14/2026 - 10/14/2026 | Oct 14, 2026 09:44AM

Report Criteria:
Report type: Summary
Invoice.Batch = "20261014"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Check Amount
10/26	10/14/2026	95279	32163	HEALTH EQUITY-HSA	R9GPZ9Q 101	53-56-132	.00	6,816.00
Grand Totals:							.00	6,816.00

Dated: _____

Mayor: _____

City Council: _____

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City Recorder: Amber Ray

City Treasurer: Rhian Carlson

M = Manual Check, V = Void Check

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "20261016vr"

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
VISA					
091126 DRONE SH	8080 CC VISA DRONE SHOW FOR HA	09/11/2026	30-40-223 RUNNERS SERIES	210.00	
091126 DRONE SH	8080 CC VISA DRONE SHOW FOR HA	09/11/2026	30-40-223 RUNNERS SERIES	7,500.00	
091626 123 SECUR	3701 CCVISA - CCPD 123 SECURITY N	09/16/2026	76-43-210 EQUIPMENT, SUPPLIES, OPERATING	4,863.82	
092326 LA QUINTA.	5026 CCVISA LA QUINTA 1 NIGHT STA	09/23/2026	10-75-230 TRAVEL & TRAINING	102.44	
Total VISA:				12,676.26	
Grand Totals:				12,676.26	

Dated: _____

Mayor: _____

City Council: _____

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City Recorder: Cindy Day

City Treasurer: Rhett Carlson

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Only unpaid invoices included.
Invoice.Batch = "20261029"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
11055							
11055	ADVANCED ENGINEERING & E	114604	CC WTR - ENG SVC CHLORINA	10/13/2026	100,697.37	.00	
11055	ADVANCED ENGINEERING & E	RTN001	CC WWTP - ENG SVC EFFLUEN	08/05/2026	23,430.84	.00	
Total 11055:					124,128.21	.00	
11297							
11297	AFLAC	386798	F8206 - INSURANCE OCT 2026	10/15/2026	572.34	.00	
Total 11297:					572.34	.00	
12475							
12475	ALSCO - AMERICAN LINEN SUP	LSTG1265009	005510 - WWTP UNIFORM SER	10/06/2026	40.78	.00	
12475	ALSCO - AMERICAN LINEN SUP	LSTG1265284	6051 - SW UNIFORM SERVICES	10/07/2026	31.75	.00	
12475	ALSCO - AMERICAN LINEN SUP	LSTG1266161	005510 - WWTP UNIFORM SER	10/13/2026	40.78	.00	
12475	ALSCO - AMERICAN LINEN SUP	LSTG1266398	6051 - FLT UNIFORM SERV	10/14/2026	31.75	.00	
Total 12475:					145.06	.00	
13700							
13700	ASHDOWN BROTHERS CONST	11100	CED01 - ASPHALT REPAIR	08/26/2026	146.65	.00	
13700	ASHDOWN BROTHERS CONST	11253	CED01 - ASPHALT	10/08/2026	293.29	.00	
Total 13700:					439.94	.00	
14825							
14825	BARNEY BROS ELECTRIC INC	16994	CC AQUATIC CNTR - SLIDE VFD	09/23/2026	2,976.38	.00	
14825	BARNEY BROS ELECTRIC INC	16995	CC AQUATIC CNTR - HOT TUB	09/23/2026	707.08	.00	
14825	BARNEY BROS ELECTRIC INC	17021	CCPD - OUTLET TRIPPING	09/30/2026	128.00	.00	
Total 14825:					3,811.46	.00	
15145							
15145	BEEHIVE COMMERCIAL REPAI	2030	CC FIRE - ICE MACHINE REPAI	04/29/2026	250.00	.00	
Total 15145:					250.00	.00	
15360							
15360	BEST WESTERN COTTONTREE	0002930	CCPD - CARPENTER / MCDONN	10/16/2026	379.17	.00	
Total 15360:					379.17	.00	
15890							
15890	BLACKSTONE PUBLISHING	2247581	167928 - E MATERIALS	10/06/2026	29.99	.00	
Total 15890:					29.99	.00	
16400							
16400	BOWEN COLLINS & ASSOCIATE	43003	ENG SVCS - CULINARY WELL M	09/21/2026	470.25	.00	
Total 16400:					470.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
16515							
16515	BRADY INDUSTRIES	12239575	176909 - HT JANITORIAL SUPPL	10/02/2026	342.48	.00	
Total 16515:					342.48	.00	
18330							
18330	CDS AG SERVICES	10126	CC ARENA - PINE SHAVINGS	10/01/2026	2,670.50	.00	
Total 18330:					2,670.50	.00	
18960							
18960	CEDAR CITY ROTARY CLUB	RAP TAX 26/27	CCC - RAP TAX 26/27 #1 ALLOC	10/03/2026	125,000.00	.00	
Total 18960:					125,000.00	.00	
20025							
20025	CENGAGE GROUP	999103680642	100290114- GENERAL COLLECT	10/13/2026	132.75	.00	
Total 20025:					132.75	.00	
20135							
20135	CENTURYLINK	OCT 2026	333989743 - OCT 2026	10/07/2026	41.31	.00	
20135	CENTURYLINK	OCT 2026	333989743 - OCT 2026	10/07/2026	41.31	.00	
20135	CENTURYLINK	OCT 2026	333989743 - OCT 2026	10/07/2026	123.94	.00	
20135	CENTURYLINK	OCT 2026	333989743 - OCT 2026	10/07/2026	82.62	.00	
20135	CENTURYLINK	OCT 2026	333989743 - OCT 2026	10/07/2026	41.31	.00	
20135	CENTURYLINK	OCT 2026	333989743 - OCT 2026	10/07/2026	41.31	.00	
20135	CENTURYLINK	OCT 2026	333989743 - OCT 2026	10/07/2026	82.62	.00	
20135	CENTURYLINK	OCT 2026	333989743 - OCT 2026	10/07/2026	123.94	.00	
20135	CENTURYLINK	OCT 2026	333989743 - OCT 2026	10/07/2026	82.62	.00	
20135	CENTURYLINK	OCT 2026	333989743 - OCT 2026	10/07/2026	82.62	.00	
20135	CENTURYLINK	OCT 2026	333989743 - OCT 2026	10/07/2026	41.31	.00	
20135	CENTURYLINK	OCT 2026	333989743 - OCT 2026	10/07/2026	82.62	.00	
20135	CENTURYLINK	OCT 2026	333989743 - OCT 2026	10/07/2026	41.33	.00	
Total 20135:					908.86	.00	
20525							
20525	CHEMTECH-FORD LLC	26I2671	CC WWTP - LAB ANALYSIS 26/2	10/14/2026	196.00	.00	
Total 20525:					196.00	.00	
21401							
21401	CMC TIRE INC	60059250	6086 - TIRES FOR BOBCAT S18	10/07/2026	549.82	.00	
Total 21401:					549.82	.00	
23100							
23100	CUES INC	970078267.	84720000 -FREIGHT	09/30/2026	34.36	.00	
Total 23100:					34.36	.00	
23250							
23250	CURTIS & SONS	INV1117041	C4202 - CCPD - NAME PATCH	10/02/2026	20.00	.00	
23250	CURTIS & SONS	INV1117062	C4202 - CCPD - NAME PATCH	10/02/2026	20.00	.00	
23250	CURTIS & SONS	INV1118199	C29937 - CCFD - EDRAULIC TO	10/07/2026	17,796.00	.00	
23250	CURTIS & SONS	INV1118656	C4202 - CCPD OC SPRAY	10/08/2026	1,069.24	.00	
23250	CURTIS & SONS	INV1119394	C4202 - CCPD - NAME PATCH	10/12/2026	20.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 23250:					18,925.24	.00	
24550							
24550	DEMILLE TURF FARM	7016	CC PRK - SOD FOR LL	10/01/2026	2,420.40	.00	
24550	DEMILLE TURF FARM	7017	CC CEMETERY - SOD	10/01/2026	540.00	.00	
Total 24550:					2,960.40	.00	
26990							
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	445.40	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	123.60	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	344.40	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	494.40	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	234.00	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	5,231.80	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	1,763.90	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	520.00	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	123.60	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	110.40	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	530.20	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	1,001.20	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	838.80	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	745.00	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	123.60	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	247.20	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	269.80	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	146.20	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	107.40	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	247.20	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	321.80	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	618.00	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	123.60	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	940.50	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	692.60	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	1,037.00	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	442.40	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	383.20	.00	
26990	EMI HEALTH	COMM134020	1340 - NOV 26 DENTAL, VISION	10/21/2026	123.60	.00	
Total 26990:					18,330.80	.00	
28290							
28290	FFKR ARCHITECTS	001131	CC ARENA - ARCHITECTURAL D	09/22/2026	1,078.36	.00	
Total 28290:					1,078.36	.00	
28600							
28600	FISHER SCIENTIFIC COMPANY	1768555	572031-001- LAB SUPPLIES	09/30/2026	4,357.16	.00	
Total 28600:					4,357.16	.00	
29250							
29250	FREEDOM MAILING SERVICE	54026	CCC - NEWLETTERS	10/08/2026	128.02	.00	
29250	FREEDOM MAILING SERVICE	54026	CCC - BILL PROCESSING AND	10/08/2026	4,998.78	.00	
Total 29250:					5,126.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
29480							
29480	FULL COMPASS SYSTEM LTD	INC02873186	CUC2384391 - PARTS FOR WIR	10/02/2026	649.00	.00	
Total 29480:					649.00	.00	
30250							
30250	GENEVA PIPE & PRECAST COM	SG477273	CED375 - CONCRETE VAULT RI	10/07/2026	4,112.22	.00	
Total 30250:					4,112.22	.00	
31445							
31445	GUARDIAN	NOV 2026	00051182 - INSURANCE	10/15/2026	2,748.85	.00	
Total 31445:					2,748.85	.00	
31870							
31870	HANSEN ALLEN & LUCE INC	58896	CCC - GENERAL WATER MODE	10/09/2026	394.00	.00	
31870	HANSEN ALLEN & LUCE INC	59009	CCC - ENG SVCS CEDAR CYN	10/16/2026	51,011.89	.00	
Total 31870:					51,405.89	.00	
32163							
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	6.30	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	2.10	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	16.80	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	6.30	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	4.20	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	92.40	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	23.10	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	12.60	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	2.10	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	2.10	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	8.40	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	12.60	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	21.00	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	25.20	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	4.20	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	8.40	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	6.30	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	6.30	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	4.20	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	4.20	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	10.50	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	2.10	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	23.10	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	14.70	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	21.00	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	10.50	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	4.20	.00	
32163	HEALTH EQUITY-HSA	D348DRU	CCC - 36976 HSA FEES OCT 20	10/06/2026	2.10	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	268.08	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	121.15	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	2,313.30	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	731.15	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	300.00	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	50.00	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	30.00	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	240.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	397.00	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	602.69	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	710.00	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	200.00	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	105.00	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	100.00	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	107.30	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	200.00	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	175.00	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	290.00	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	80.00	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	445.15	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	280.00	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	510.00	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	200.00	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	120.00	.00	
32163	HEALTH EQUITY-HSA	HYRHVDJ 100	CCC - 36976 HSA CNTRB 10092	10/15/2026	45.00	.00	
	Total 32163:				8,977.82	.00	
34100							
34100	IMAGE PRO	160208	438 - CCL - #10 WINDOW ENVE	10/16/2026	525.00	.00	
	Total 34100:				525.00	.00	
34375							
34375	INGRAM	30055302	20AU380 - BOOKS YOUNG ADU	10/13/2026	16.87	.00	
34375	INGRAM	30055303	20AU380-GENERAL COLLECTIO	10/13/2026	14.88	.00	
34375	INGRAM	30055304	20AU380-GENERAL COLLECTIO	10/13/2026	15.04	.00	
34375	INGRAM	30149238	20AU380 - BOOKS YOUNG ADU	10/16/2026	426.12	.00	
34375	INGRAM	99911088	2046315-YOUNG ADULT BOOKS	10/07/2026	27.11	.00	
34375	INGRAM	99911089	2046315-GENERAL COLLECTIO	10/07/2026	492.29	.00	
34375	INGRAM	99965896	20AU380-GENERAL COLLECTIO	10/11/2026	18.87	.00	
34375	INGRAM	99965897	20AU380 - BOOKS YOUNG ADU	10/11/2026	13.36	.00	
	Total 34375:				1,024.54	.00	
35600							
35600	IRON COUNTY CLERK	OCT NOV DEC	01-2367-00 WWTP SOLID WAST	10/01/2026	72.00	.00	
	Total 35600:				72.00	.00	
37010							
37010	JONES & DEMILLE ENGINEERI	0142693	CC ENG - ENG SVCS STORM D	10/14/2026	23,625.00	.00	
	Total 37010:				23,625.00	.00	
37050							
37050	JONES PAINT & GLASS INC	CCI0120226	C3050-CC - PRK - PAINT FOR DI	09/15/2026	760.44	.00	
37050	JONES PAINT & GLASS INC	CCRET203132	C3050-CC - PRK - PAINT FOR DI	09/15/2026	506.96	.00	
	Total 37050:				1,267.40	.00	
39500							
39500	LEXISNEXIS	1030005418	810019 - ONLINE REPORTING S	09/30/2026	988.80	.00	
	Total 39500:				988.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
40055							
40055	L-TRON	692361	CCPD -OSCR360 SOFTWARE U	10/09/2026	2,310.00	.00	
Total 40055:					2,310.00	.00	
41000							
41000	MARSHALL & EVANS ELECTRIC	10441	CC - ENTRY LIGHT REPAIR	08/24/2026	307.67	.00	
Total 41000:					307.67	.00	
42150							
42150	MICROMARKETING LLC	1021277	15980- LBRY BOOKS CHILDREN	10/07/2026	16.19	.00	
42150	MICROMARKETING LLC	1021543	15980-YOUNG ADULT BOOKS	10/07/2026	69.17	.00	
Total 42150:					85.36	.00	
42207							
42207	MIDWEST VETERINARY SUPPL	30082128-050	49748 - PROBIOTICS	10/07/2026	15.51	.00	
42207	MIDWEST VETERINARY SUPPL	30082128-100	49748 - PROBIOTICS	10/07/2026	162.36	.00	
42207	MIDWEST VETERINARY SUPPL	30082128-150	49748 - VET SUPPLIES	10/07/2026	250.82	.00	
Total 42207:					428.69	.00	
42455							
42455	MISSY MOSS LCSW	SEP OCT 2026	CCPD - THERAPY SESSIONS 09	10/02/2026	1,125.00	.00	
Total 42455:					1,125.00	.00	
42575							
42575	MJG INC	9236	AUG 2026 MAINTENANCE TEST	08/31/2026	2,085.35	.00	
42575	MJG INC	9274	SEP 2026 MAINTENANCE TEST	09/30/2026	825.00	.00	
Total 42575:					2,910.35	.00	
42653							
42653	MODERN MARKETING	MMI1708594	MPD84720 - GEAR GRIP SPINN	10/05/2026	1,771.68	.00	
42653	MODERN MARKETING	MMI170889	MPD84720 - HYPER LIGHT BALL	10/05/2026	6,096.04	.00	
42653	MODERN MARKETING	MMI170890	MPD84720 - POP WHIRL SPINN	10/05/2026	1,771.24	.00	
42653	MODERN MARKETING	MMI170891	MPD84720 - ZENSPIN THUMB T	10/05/2026	1,782.05	.00	
42653	MODERN MARKETING	MMI170892	MPD84720 - TRISENSE FIDGET	10/05/2026	1,794.86	.00	
42653	MODERN MARKETING	MMI170893	MPD84720 - POP NOTE FIDGET	10/05/2026	1,816.71	.00	
Total 42653:					15,032.58	.00	
42760							
42760	MONUMENTS OF CYCLING LLC	26267	CCC- 2026 BWR SPONSORSHIP	07/17/2026	14,000.00	.00	
Total 42760:					14,000.00	.00	
43100							
43100	MOTOROLA SOLUTIONS INC	8230604409	1036546482 - CCPD COPLOGIC	10/02/2026	1,418.56	.00	
43100	MOTOROLA SOLUTIONS INC	8282408908	1036358225 - CCFD RADIOS	09/29/2026	26,338.70	.00	
Total 43100:					27,757.26	.00	
43400							
43400	MOUNTAIN WEST COMPUTERS	91148	CCC - GLF - COMPUTERS AND	08/14/2026	2,169.00	.00	
43400	MOUNTAIN WEST COMPUTERS	91316	CC STR - COMPUTER REPAIR	09/02/2026	1,050.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 43400:					3,219.00	.00	
43550							
43550	MOUNTAINLAND SUPPLY LLC	S107857350.0	9372 - LAND APPLICATION RISE	10/08/2026	1,592.91	.00	
Total 43550:					1,592.91	.00	
43720							
43720	MR GRAPHICS	1043	CC STRT - SIGNS & GRAPHICS	10/01/2026	771.50	.00	
Total 43720:					771.50	.00	
43795							
43795	MUNICIPAL EMERGENCY SERV	IN2599530	C203685 - SCBA BACKFLOW TE	09/30/2026	3,090.00	.00	
Total 43795:					3,090.00	.00	
44420							
44420	NATALIE TOWNSEND CMHC P	CCPD20264-4	CCPD - MENTAL HEALTH COUN	10/14/2026	2,323.60	.00	
Total 44420:					2,323.60	.00	
45390							
45390	NUCO2	85052651	446694 - BULK CO2 POOL FY27	10/06/2026	670.20	.00	
45390	NUCO2	85184185	446694 - BULK CO2 POOL FY27	10/12/2026	365.15	.00	
Total 45390:					1,035.35	.00	
46975							
46975	PENWORTHY COMPANY	0621818-IN	00-5440020_001 - LBRY CHILDR	10/05/2026	208.68	.00	
Total 46975:					208.68	.00	
47703							
47703	PLAYAWAY PRODUCTS LLC	552974	CC LBRY - BOOKS	10/19/2026	71.99	.00	
Total 47703:					71.99	.00	
48985							
48985	PSYCHOLOGICAL DIMENSIONS	12015	CCPD - PCOMP HUMPFRIES/PA	10/09/2026	950.00	.00	
Total 48985:					950.00	.00	
49200							
49200	QUADIENT LEASING USA INC	Q2592882	N8259897 - Y27 LEASE POSTAG	10/11/2026	748.65	.00	
Total 49200:					748.65	.00	
50865							
50865	REPUBLIC SERVICES INC	0233-0008009	302332300304 - DUMP SVC AQ	09/30/2026	150.00	.00	
50865	REPUBLIC SERVICES INC	0233-0008009	302332300305 - DUMP SVC PRK	09/30/2026	842.50	.00	
Total 50865:					992.50	.00	
50945							
50945	RHINEHART OIL COMPANY LLC	IN-380894-26	R10003911 - DEF	09/24/2026	522.73	.00	
50945	RHINEHART OIL COMPANY LLC	IN-407408-26	R10003911 - WTR FUEL & OIL	10/16/2026	2,005.46	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
50945	RHINEHART OIL COMPANY LLC	IN-407408-26	114513 - WTR FUEL & OIL	10/16/2026	808.24	.00	
50945	RHINEHART OIL COMPANY LLC	IN-407966-26	R10003911 - DIESEL FUEL 2 DY	10/08/2026	4,297.43	.00	
Total 50945:					7,633.86	.00	
51050							
51050	RICE MACHINE WORKS	015102	0208 - REBUILD CYLINDERS	09/15/2026	457.86	.00	
51050	RICE MACHINE WORKS	015113	0208 -DISCHARGE PLATE	09/21/2026	211.45	.00	
Total 51050:					669.31	.00	
51925							
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	4,729.60	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	22.73	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	210.67	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	1,229.76	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	1,085.24	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	56.52	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	5,275.94	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	1,845.64	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	4,636.33	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	4,872.91	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	5,828.62	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	10,015.81	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	726.68	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	6,903.25	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	7,143.30	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	128,073.05	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	1,666.65	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	609.65	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	12.04	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	355.57	.00	
51925	ROCKY MOUNTAIN POWER	SEP 2026	75494886-019 4- SEP 2026 POW	10/08/2026	866.89	.00	
Total 51925:					186,166.85	.00	
52035							
52035	ROCKY RIDGE ROLL-OFFS INC	150880	CC PARK - WASTE REMOVAL	10/01/2026	550.00	.00	
Total 52035:					550.00	.00	
53375							
53375	SCHOLZEN PRODUCTS COMPA	7014221-00	100592 - PIPE FOR SITLA PROJ	09/22/2026	16,652.80	.00	
53375	SCHOLZEN PRODUCTS COMPA	7014628-00	100592 - MANHOLE COVERS F	10/08/2026	900.00	.00	
53375	SCHOLZEN PRODUCTS COMPA	7016765-00	100592 - MISC SUPPLIES FLEE	09/30/2026	196.80	.00	
53375	SCHOLZEN PRODUCTS COMPA	7019179-00	100592 - CHLORINE	10/13/2026	660.00	.00	
53375	SCHOLZEN PRODUCTS COMPA	7019736-00	100592 - MISC SUPPLIES FLEE	10/14/2026	122.40	.00	
53375	SCHOLZEN PRODUCTS COMPA	7019939-00	100592 - MISC WATER SUPPLIE	10/15/2026	396.42	.00	
53375	SCHOLZEN PRODUCTS COMPA	7020067-00	100592 - MISC SUPPLIES FLEE	10/15/2026	750.00	.00	
53375	SCHOLZEN PRODUCTS COMPA	7020106-00	100592 - MISC WATER SUPPLIE	10/16/2026	4,818.20	.00	
Total 53375:					24,496.62	.00	
54425							
54425	SIDDONS MARTIN EMERGENC	700-SIV007395	1252784 - PPE	10/09/2026	41,380.00	.00	
Total 54425:					41,380.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
54665							
54665	UTAH THEATRE FESTIVAL COR	RAP TAX 26/27	CCC - RAP TAX 26/27 #1 ALLOC	10/20/2026	9,500.00	.00	
Total 54665:					9,500.00	.00	
54775							
54775	SKAGGS PUBLIC SAFETY EQUI	450_A_E-1725	103035 - CCPD - NAMETAGS	09/28/2026	42.75	.00	
54775	SKAGGS PUBLIC SAFETY EQUI	450_A_E-1834	103035 - CCPD - NAMETAGS/NA	10/06/2026	35.80	.00	
Total 54775:					78.55	.00	
56100							
56100	SOUTHWEST PLUMBING SUPP	S5267328.001	113 - PRKS - SPRINKLER REPAI	09/22/2026	638.90	.00	
Total 56100:					638.90	.00	
56150							
56150	SOUTHWEST UTAH PUBLIC HE	419184	CC WTR - PERMIT 228087 WAT	10/31/2026	1,290.00	.00	
Total 56150:					1,290.00	.00	
57285							
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	237.59	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	13,620.20	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	7,591.42	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	1,030.42	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	735.46	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	574.77	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	143.46	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	13,043.14	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	580.69	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	3,890.67	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	163.85	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	440.02	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	3,644.46	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	787.34	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	301.33	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	280.98	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	4,300.66	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	2,537.13	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	1,479.61	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	2,420.13	.00	
57285	STATE OF UTAH FUEL NETWOR	F2703E00780	CCC - SEP 2026 VEHICLE FUEL	10/01/2026	10,327.83	.00	
Total 57285:					68,131.16	.00	
58150							
58150	SUNRISE ENVIRONMENTAL	163615	03CE11539- GLISTEN CLEANER	09/28/2026	257.13	.00	
Total 58150:					257.13	.00	
58200							
58200	SUNCORE CONSTRUCTION AN	004CINV00016	C114473 - FLOWABLE FILL	10/02/2026	3,891.24	.00	
58200	SUNCORE CONSTRUCTION AN	004CINV00016	C114473 - FLOWABLE FILL	10/06/2026	803.08	.00	
58200	SUNCORE CONSTRUCTION AN	004CINV00016	C114473 - FLOWABLE FILL	10/06/2026	926.58	.00	
58200	SUNCORE CONSTRUCTION AN	004CINV00016	C114473 - SAND FOR SANDBAG	10/09/2026	261.38	.00	
58200	SUNCORE CONSTRUCTION AN	004CINV00016	C114473 - SAND FOR SANDBAG	10/12/2026	267.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 58200:					6,149.53	.00	
58750							
58750	TACTEC	3034	CC CATS - RADIO SERV FY27 4	09/30/2026	810.00	.00	
Total 58750:					810.00	.00	
59250							
59250	THATCHER COMPANY	202610011495	0309700 - CHLORINE Y27	10/09/2026	11,360.00	.00	
Total 59250:					11,360.00	.00	
59535							
59535	STEPHEN WADE AUTO CENTE	3327473	CC FLT - FILTERS	09/18/2026	78.27	.00	
59535	STEPHEN WADE AUTO CENTE	3327578	CC FLT - FILTERS	09/21/2026	152.85	.00	
59535	STEPHEN WADE AUTO CENTE	5659719	CC FLT - RADIO	08/24/2026	535.15	.00	
59535	STEPHEN WADE AUTO CENTE	5661148	CC FLT - CORE RETURN	09/09/2026	350.00-	.00	
Total 59535:					416.27	.00	
59680							
59680	THE LINCOLN NATIONAL LIFE I	5017810736	1777579 - AD & D	09/28/2026	1,525.35	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	194.15	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	35.36	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	259.92	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	145.26	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	119.81	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	2,197.96	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	189.05	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	63.03	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	29.89	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	91.95	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	194.82	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	320.48	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	444.54	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	335.20	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	31.29	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	76.55	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	137.63	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	96.28	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	91.45	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	22.23	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	104.17	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	218.01	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	39.71	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	444.96	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	206.23	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	352.60	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	161.71	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	123.65	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098759	1777486 - LIFE, LTD INSURANC	10/09/2026	29.57	.00	
59680	THE LINCOLN NATIONAL LIFE I	5021098935	1778508 - VOLUNTARY LIFE	10/09/2026	4,845.61	.00	
Total 59680:					13,128.42	.00	
60040							
60040	THE SUPPLY CACHE	362366A	86462 - WILDLAND SUPPLIES	10/09/2026	9,599.71	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 60040:					9,599.71	.00	
61260							
61260	TROY SUNDQUIST	OCT 2026	CCC - PUBLIC DEFENDER 26/27	10/12/2026	6,250.00	.00	
Total 61260:					6,250.00	.00	
61425							
61425	TURF EQUIPMENT CO.	3045696-00	3316 - GLF - TORO 3550-D REEL	09/28/2026	3,696.80	.00	
Total 61425:					3,696.80	.00	
62400							
62400	UPPER CASE PRINTING INK	4941	CCC - NEWSLETTER PRINTING	10/07/2026	349.54	.00	
Total 62400:					349.54	.00	
62690							
62690	USA BLUE BOOK	INV01180190	702564 - CHLORINE DPD DISPE	10/02/2026	283.21	.00	
Total 62690:					283.21	.00	
63625							
63625	UTAH CHIEFS OF POLICE ASSO	00025999	CCPD - UCOPA DUES FY27	10/13/2026	1,237.42	.00	
Total 63625:					1,237.42	.00	
65300							
65300	UTAH VALLEY UNIVERSITY	AC30607	10563972-CCFD-ROPE RESCUE	08/04/2026	30.00	.00	
65300	UTAH VALLEY UNIVERSITY	AC30811	UF03-CCFD-TESTING FEE	10/09/2026	10.00	.00	
Total 65300:					40.00	.00	
66175							
66175	W.S. DARLEY & CO	17596961	1125848 - CCFD BLEEDING CO	10/07/2026	393.75	.00	
Total 66175:					393.75	.00	
67800							
67800	WHEELER MACHINERY COMPA	RS0000381228	015002 - ROLLER RENTAL FOR	10/08/2026	6,367.00	.00	
Total 67800:					6,367.00	.00	
68510							
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	603.47	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	104.95	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	498.52	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	419.81	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	367.33	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	6,362.71	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	6,546.38	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	472.28	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	78.71	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	262.38	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	577.24	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	1,154.47	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	1,626.76	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	892.09	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	78.71	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	183.67	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	288.62	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	288.62	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	262.38	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	183.67	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	288.62	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	629.71	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	104.95	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	1,364.38	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	655.95	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	997.04	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	498.52	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	367.33	.00	
68510	WCF MUTUAL INSURANCE CO	NOV 2026	208414 - WRK COMP NOV 2026	10/19/2026	78.73	.00	
	Total 68510:				26,238.00	.00	
70007							
70007	RYAN HORTON	126	CROSS HOLLOW ARENA - ENG	09/21/2026	2,200.00	.00	
	Total 70007:				2,200.00	.00	
70012							
70012	PROFESSIONAL FINE ART CAS	35345	KREG HARRISON STATUE REP	10/16/2026	800.00	.00	
	Total 70012:				800.00	.00	
70013							
70013	DEAD AIR ARMAMENT, LLC	INV2640121	CCPD - SILENCERS (2)	10/06/2026	1,400.00	.00	
	Total 70013:				1,400.00	.00	
	Grand Totals:				916,709.59	.00	

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: Amber Ray

City Treasurer: Rhea Carlson

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid

Report Criteria:

Detail report.

Invoices with totals above $0 included.

Only unpaid invoices included.

Invoice.Batch = "20261029"

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Only unpaid invoices included.
Invoice.Batch = "20261029"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
16500							
16500	BRADSHAW CHEVROLET	1GCUKDEDXT	CC WTR - 2026 SILVERADO K15	10/23/2026	54,014.00	.00	
Total 16500:					54,014.00	.00	
Grand Totals:					54,014.00	.00	

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: Amber Reay

City Treasurer: Rhean Carlson

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Only unpaid invoices included.
Invoice.Batch = "20261102"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
16500							
16500	BRADSHAW CHEVROLET	1GCUKDED5T	CC WWC - 2026 SILVERADO K1	10/23/2026	54,469.00	.00	
Total 16500:					54,469.00	.00	
Grand Totals:					54,469.00	.00	

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: Amber Ray

City Treasurer: Rhian Carlson

CEDAR CITY

COUNCIL AGENDA

ITEM #03

TO: Mayor and City Council

FROM: City Attorney

DATE: November 2, 2026

SUBJECT: Water Allocation Agreement with Cedar 106, LLC

DISCUSSION:

From last meeting, I've made minor modifications to add the other owners that could be affected by this agreement.

Please consider approving the proposed agreement.

CEDAR 106 WATER ALLOCATION AGREEMENT

This agreement is entered into on the ____ day of _____, 2026, by and between Cedar City Corporation, a Utah political subdivision and municipal corporation, hereinafter referred to as "City"; and Cedar 106, LLC, a Utah Limited Liability Company; K & D Family, LLC, a Utah Limited Liability Company; Full Scale Construction, LLC, a Utah Limited Liability Company; and Rock Solid Builders, LLC; collectively all parties except "City" shall be collectively known as "Owners."

WHEREAS, in 2006, the City approved the Steve Sevy Annexation, which brought in water rights appurtenant to the land annexed at the then-required 1.2 acre-feet of water rights per acre annexed into the City; and

WHEREAS, the portions of Cedar 106 annexed into the City through the Steve Sevy Annexation came in as fully "wet," partially "wet," or "dry," and are considered such under current ordinance; and

WHEREAS, Owners seek to re-allocate the water acquisition credit among the residential parcels within the Cedar 106 development agreement area; and

WHEREAS, City ordinance does not have a method to allow City staff to re-allocate water acquisition credit, so the Parties are providing for that re-allocation by this City Council-approved agreement; and

WHEREAS, the total acre-feet of water provided within the Cedar 106 development agreement area equals 81.5650 acre-feet of water; and

WHEREAS, the Parties intend the water acquisition credit to be allocated per the attached Exhibit A.

NOW THEREFORE the following provisions are hereby agreed to by Cedar 106 and City:

1. The Cedar 106 development agreement area includes 81.5650 acre-feet of water right acquisition credit that the Parties agree to re-allocate within the Cedar 106 development agreement area as shown in the attached Exhibit A.
2. Authority. The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Parties warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.

3. Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the Parties and supersedes all prior agreements, negotiations, and discussions concerning the subject matter hereof. This Agreement does not amend or modify the prior development agreement and subsequent amendments to that development agreement.
4. Amendment of this Agreement. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns.
5. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The Parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Iron County, Utah, and the Parties hereby waive any right to object to such venue.
6. Waiver of Contractual Claims and Limitation of Remedies.
    a. Waiver of Contractual Remedies. Owners explicitly acknowledge and agree that, by entering into this Agreement, they waive, release, and relinquish any and all claims, causes of action, or remedies in contract—whether at law or in equity—against City arising out of or relating to any alleged breach, non-performance, or default of this Agreement by City. Owners agree that it shall not seek, and is barred from recovering, any contractual damages, including but not limited to direct, indirect, expectation, reliance, consequential, or punitive damages.
    b. Exclusive Remedy Under Land Use Law. Owners' sole and exclusive remedy for any dispute, grievance, or adverse action arising under this Agreement, or regarding the zoning, permitting, or development approvals of the Project, shall be limited strictly to those administrative and judicial remedies expressly available under applicable state and local land use laws and municipal land use regulations.
    c. Condition Precedent. Owners acknowledge that this limitation of remedies is a material inducement for City to enter into this Agreement, and that City would not have executed this Agreement absent Owners' knowing and voluntary waiver of contractual claims.
7. Runs with the land. The re-allocation of water acquisition credit herein shall run with the land per the allocations listed herein. Any subsequent purchasers of those parcels shall receive the water acquisition credit listed herein for developments on the parcel purchased with credits used for the first phase(s) in each parcel until the credit is exhausted.

8. Counterparts. This Agreement may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.
9. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

Remainder of page intentionally left blank.

Dated this ____ day of _____, 2026.

_____
Steven Nelson
Mayor

[Seal]
Attest:

_____
Amber Ray
Cedar 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 an sworn as such, personally appeared Steven Nelson, known to me to be the Mayor of Cedar City Corporation, and Amber Ray, 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 Amber Ray 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.

Dated this _____ day of _____, 2026.

Cedar 106, LLC

_____

(signature)

_____

(print name and title)

State of Utah)

:ss

County of)

On this _____ day of _____, 2026, before me, a notary public in and for the State of_____, personally appeared before me _____, of Cedar 106, LLC, known to me to be the person who executed this agreement herein on behalf of Cedar 106, LLC, and acknowledged to me that he/she executed the same for the purposes therein stated.

_____

Notary Public

Dated this _____ day of _____, 2026.

K & D Family, LLC

_____
(signature)

_____
(print name and title)

State of Utah)
:ss
County of)

On this _____ day of _____, 2026, before me, a notary public in and for the State of _____, personally appeared before me _____, of K & D Family, LLC, known to me to be the person who executed this agreement herein on behalf of K & D Family, LLC, and acknowledged to me that he/she executed the same for the purposes therein stated.

_____
Notary Public

Dated this _____ day of _____, 2026.

Full Scale Construction, LLC

_____

(signature)

_____

(print name and title)

State of Utah)

:ss

County of)

On this _____ day of _____, 2026, before me, a notary public in and for the State of_____, personally appeared before me _____, of Full Scale Construction, LLC, known to me to be the person who executed this agreement herein on behalf of Full Scale Construction, LLC, and acknowledged to me that he/she executed the same for the purposes therein stated.

_____

Notary Public

Dated this _____ day of _____, 2026.

Rock Solid Builders, LLC

_____

(signature)

_____

(print name and title)

State of Utah)

:ss

County of)

On this _____ day of _____, 2026, before me, a notary public in and for the State of_____, personally appeared before me _____, of Rock Solid Builders, LLC, known to me to be the person who executed this agreement herein on behalf of Rock Solid Builders, LLC, and acknowledged to me that he/she executed the same for the purposes therein stated.

_____

Notary Public

Exhibit A

Cedar 106 Water Allocation Agreement

CEDAR CITY COUNCIL
AGENDA ITEMS - #06
DECISION PAPER

TO: Mayor and City Council

FROM: City Manager

DATE: November 2, 2026

SUBJECT: Coal Creek Gravel mining rights lease

During our last work meeting you were presented with an item to increase the amount of gravel mineable under the above-mentioned lease by 500,000 cubic yards. During the Council deliberations the Council wanted to renegotiate the lease rate to $1.00 per cubic yard. Staff talked to Coal Creek Gravel, and they agree to the rate increase.

The attached document will allow an additional 500,000 cubic yards of material to be mined under the lease. It also increases the lease rate to $1.00 per cubic yard. Please approve the proposed mining rights lease amendment. If you have questions, please ask. Thank you.

MINING RIGHTS LEASE AMENDMENT.

This mining rights lease amendment is entered into on the _____ day of ~~October~~ November 2026, between Cedar City Corporation, a Utah municipal corporation and political subdivision of the State of Utah, hereinafter referred to as "CITY"; and Coal Creek Gravel, L.L.C., a limited liability corporation, herein referred to as "LESSEE".

WHEREAS, On September 29, 2014, CITY and LESSEE entered a mining rights lease which allowed LESSEE to mine products from approximately 16.14 acres of CITY owned land, said lease is attached hereto and incorporated herein as exhibit A; and

WHEREAS, September 29, 2014, lease contained terms limiting the life of the lease to twenty (20) years and limiting the amount of mineable material to five hundred thousand (500,000) cubic yards; and

WHEREAS, the lease has resulted in beneficial use of the material and provided income to Cedar City; and

WHEREAS, LESSEE is reaching the cubic yard limitation contained in the original lease. The property is in such condition that additional mining is possible while maintaining all applicable safety factors. The LESSEE has requested an amendment to the original lease so they can continue to mine material from the property; and

WHEREAS, the market rate for raw material has increased since 2014 and the parties agree that an increase in the rate per cubic yard of material is reasonable.

NOW THEREFORE, it is hereby agreed that the original lease is amended to allow LESSEE to mine an additional five hundred thousand (500,000) cubic yards of material.

NOW THEREFORE, it is further agreed that in consideration for the increased cubic yardage of material and to have a reasonable fee, the compensation due to Cedar City is hereby increased to $1.00 per cubic yard.

All other terms and conditions in the original lease shall remain the same. The amendments stated herein shall take effect immediately upon the signing of this amendment.

Dated this ___ day of October 2026.

_____
Steve Nelson
Cedar City Mayor

[Seal]
Attest:

_____
Amber Ray
Cedar City Recorder

STATE OF UTAH)
:ss.
COUNTY OF IRON)

This is to certify that on the _____ day of October, 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, know to me to be the Mayor of Cedar City Corporation, and Amber Ray, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Steve Nelson and she the said Amber Ray 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

Dated this ____ day of October 2026.

_____
Lessee's Signature

STATE OF UTAH)
:ss.
COUNTY OF IRON)

On this _____ day of October 2026, personally appeared before me _____ who duly acknowledged to me that he signed the above and foregoing document.

_____
NOTARY PUBLIC

Exhibit A

MINING RIGHTS LEASE

This agreement is entered into and becomes effective on the 29th day of September, 2014, between Cedar City Corporation, a Utah municipal corporation and political subdivision of the State of Utah, herein referred to as "CITY"; and Coal Creek Gravel, L.L.C., a corporation, herein referred to as "LESSEE".

WHEREAS, CITY owns approximately 17 acres of real property located in the vicinity of 1955 North Bulldog Road, more particularly described as follows, to whit:

Beginning at the Northwest Corner of the NE¼ SW¼ of Section 34, T35S, R11W, SLM; thence N 89°54'18" E, 986.68 ft. along the 1/4 section line; thence S 0°00'18" W, 481.01 ft.; thence S 89°54'18" W, 375.30 ft.; thence S 39°36'42" W, 958.88 ft.; thence N 0°00'04" E, 1218.70 ft. along the 1/16 section line to the point of beginning.
Containing 16.14 acres of land.

WHEREAS, in accordance with CITY's purchasing policy CITY has held a public hearing, received bids, and received public comment prior to entering into this lease; and

WHEREAS, CITY has a continuing interest in the management and storage of runoff water; and

WHEREAS, the airport protection zones limit the height of structures or improvements that may be located on the above property; and

WHEREAS, the property LESSEE wants to lease from CITY is generally considered to be a rich source of gravel, dirt, and sand. It is for the purpose of mining gravel, dirt, and sand that LESSEE submitted a bid to lease the above described property from CITY; and

WHEREAS, the CITY makes no representations or warranties as to the quality or quantity of gravel, dirt, sand, or other materials that may be available for mining on the property; and

WHEREAS, CITY is interested in leasing the property for among other things the purpose of generating revenue.

NOW THEREFORE the CITY and LESSEE agree to the following, to whit:

1. This agreement shall remain in effect for twenty (20) years from the effective date listed above, or until LESSEE has removed the maximum volume of material from the site, or unless terminated in accordance with the terms and conditions contained herein, whichever comes first. Any extension of the length of this agreement must be agreed upon by both parties and reduced to writing. The five hundred thousand (500,000) cubic yards of material removable from the property is contingent on the following: (1) relocation or abandonment of the existing water and sewer main lines running through the property, and; (2) the material may be safely removed while maintaining proper side slopes as set forth herein. Any relocation of the water and/or sewer lines must be completed at LESSEE's sole cost, in accordance with City specifications, and conducted in a manner that will minimize the impact on those relying on these lines for sewer and water service.

2. LESSEE shall have the right to mine the maximum volume of material from the site. For purposes of this agreement the maximum volume of material shall be defined as an amount not to exceed five hundred thousand (500,000) cubic yards of gravel, dirt, and sand from the site. CITY reserves all rights to all other surface or subsurface materials, gases, or liquids.

   A. For purposes of this agreement "gravel" means an unconsolidated mixture of pebbles or rock fragments, and excludes any remarkable mineral such as coal,

iron, copper, gold, silver, and the like, as well as any liquid or gaseous substance or deposit on the property.

B. For purposes of this agreement "dirt" means loose earth or soil, and excludes all other remarkable minerals, all liquids, and all substances in a gaseous state.

C. For purposes of this agreement "sand" means a substance consisting of fine particles of eroded rocks, and excludes all other remarkable minerals, all liquids, and all substances in a gaseous state.

LESSEE shall also have the right to locate such green waste recycling facilities on the leased property as may be mutually agreed to between CITY and LESSEE. The green waste recycling facilities shall be located in such a manner so as not to obstruct CITY or LESSEE's access to the gravel mining operations and to provide for the safety of LESSEE, CITY employees and the public.

3. Immediately prior to beginning any mining operations on any portion of the property LESSEE shall, at LESSEE's sole expense, clear all brush, debris, grass, etc.... from the portion of the property to be immediately mined. Thereafter, LESSEE shall contract with a civil engineering and surveying company of their choice to establish the base topography of the entire leased property. LESSEE shall have the property re-surveyed every year, and submit a report to the City Engineer as to how much material has been mined.

4. LESSEE shall have a permissive right of way across the approximately three hundred (300) foot of CITY property between the leased property and Bulldog Road at a location to be mutually agreed upon by LESSEE and CITY. Storage of material and/or

equipment shall not be allowed on any CITY property not included in the lease. LESSEE shall maintain a 1:1 slope on all sides of the property unless LESSEE owns the adjacent property and indemnifies and holds the City harmless from any slope that is steeper than 1:1. Unless the water and sewer lines are abandoned or relocated in accordance with the terms contained herein, LESSEE shall maintain a 2:1 slope along on either side of the lines.

5. Throughout the entire property, LESSEE shall employ necessary and appropriate dust control procedures that meet or exceed the standards established by the State of Utah Air Quality Board and set forth in Utah Administrative Rule R307-205-7 as currently adopted or as may hereinafter be duly amended, or such other applicable administrative rules duly adopted by the Utah Air Quality Board.

6. Prior to commencing mining operations LESSEE and CITY shall agree to a location on the property to be set aside for the exclusive use of CITY to mine material including, but not limited to, dirt, gravel, and sand. In order to avoid billing conflicts, CITY shall keep track of the amount of material CITY removes from the property. While the access to the property may be gated and locked, CITY shall be provided a key to the pit and CITY shall have unimpeded access to the property to conduct mining operations. CITY and LESSEE agree to mutually cooperate so as to avoid conflicts that may result due to mutual mining activities.

7. In order to reclaim the property once the mining effort is complete, LESSEE shall remove all equipment, debris, or other material that is not native to the property. This shall include cleaning up all spills of oil, gas, or other industrial material. The cleanup shall

require the removal of such material in accordance with standards now in place or as may hereinafter be adopted by State or Federal regulating bodies. LESSEE shall also grade the bottom of the pit to no slope is greater than a 8:1 incline. LESSEE shall hydro-seed the entire area with the same mixture of native plants as is used by the State of Utah Department of Transportation for hydro-seeding activities or such other comparable mixture as is agreed upon between CITY and LESSEE. LESSEE shall leave the pit in such condition that CITY may be able to use the pit for water reclamation or storm drain control.

8. LESSEE shall pay to CITY eighty cents ($0.80) per cubic yard of material removed from the property. CITY, at CITY's sole and exclusive discretion, may adjust the lease amount every five (5) years during the term of the lease. The amount of the adjustment may not exceed the average change in the United States consumer price index for all urban consumers as published by the United States Department of Labor, Bureau of Labor Statistics and as may be re-published by the State of Utah Department of Workforce Services. Changes to the required lease rate shall be communicated in writing to LESSEE. Payment shall be as follows:

   A. On or before the yearly anniversary of this agreement LESSEE shall cause the property to be surveyed as stated herein. LESSEE shall provide all information generated by the survey to CITY. Within thirty (30) days of completing the survey payment shall be made by LESSEE to CITY. Failure to timely pay the yearly lease rate shall be grounds for CITY to terminate the lease agreement.

9. In cases of a dispute, attorney fees and costs shall be paid individually by each party.

10. Upon the completion of either the time period stated herein, excavation of the quantity of materials stated herein, or termination of the agreement in accordance with the terms set forth herein, LESSEE shall have thirty (30) days to reclaim the property pursuant to paragraph 8, and thereafter shall have no rights to enter the property. At all times CITY shall maintain ownership of the property.

11. Until all of LESSEE's equipment and property is removed from the property, LESSEE shall indemnify and hold harmless Cedar City, its elected and appointed officials, its employees, agents and assigns from any and all damage caused during LESSEE's use of the property. To that end, LESSEE shall maintain all workers compensation and unemployment insurance as may be required by the State of Utah. LESSEE shall maintain liability insurance in the minimum of three million dollars ($3,000,000.00) per occurrence with an aggregate amount that is typical in the industry for a mining operation and exceeds the per occurrence amount. CITY shall be named an additional insured on LESSEE's liability insurance policy. LESSEE shall provide City a certificate of insurance upon entering the lease showing CITY as an additional insured. With each annual payment LESSEE shall provide City a current certificate of insurance. City reserves the right during the course of this agreement to adjust the insurance requirements. Failure to maintain the above stated insurance, or name CITY as an additional insured, shall constitute a breach of this agreement.

12. This is a non-exclusive lease to the extent that during the term of the lease CITY will be able to remove gravel, dirt, and/or sand from the same described property. If City needs to remove gravel, dirt, and/or sand from the Property, City and LESSEE will agree on a

specific area for City to obtain the needed material. City will complete an initial topographical survey of the area and a topographical survey once the extraction of materials is completed. City will use the information related to the amount of material the City removed to equitably credit LESSEE when LESSEE's next payment is due.

13. CITY reserves the right to evaluate the volume of material LESSEE has removed from the property every five (5) years. If LESSEE does not remove a minimum of fifty thousand (50,000) cubic yards of material every five (5) years CITY reserves the right to terminate this lease.

14. Violation of the terms and conditions of this lease may result in termination of the lease. Prior to terminating the lease the party alleging non-conformance with the lease shall provide notice to the other party and allow a reasonable time to cure. If the conduct is not cured the lease may be terminated. If the lease is terminated all payments made to CITY are non-refundable.

15. LESSEE agrees to abide by all applicable federal, state, and local law, regulation, and ordinance. Specifically, LESSEE shall abide by all applicable health and safety regulations applicable to the mining industry.

16. The parties stipulate that the proper jurisdiction over this property is the District Court for the State of Utah. The parties further stipulate that venue is only appropriate in the Fifth Judicial District in and for Iron County.

17. This agreement constitutes the entire agreement between the parties. No prior representations, promises, or agreements shall be binding.

18. This agreement shall be amendable only by written document duly approved by the City

Council that shall reference this agreement and state with specificity the amendments thereto.

19. Both parties stipulate that the proper procedure has been followed to grant authority to enter this agreement, and agree to be bound by the terms and conditions herein. By affixing signatures hereto, the parties waive any defense based on not following proper internal procedures.

20. LESSEE shall grant to CITY permission to utilize for ground water recharge any abandoned portions of this property or any adjacent properties that LESSEE owns or controls that have been used for the purposes including the mining of gravel, sand, and dirt.

CITY'S SIGNATURE PAGE

Dated this 29th day of September, 2014.

Maile L Wilson
MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

Festival City USA
CEDAR CITY, UTAH

Renon Savage
RENON SAVAGE
RECORDER

STATE OF UTAH)
:ss.
COUNTY OF IRON)

This is to certify that on the 29th day of Sept, 2014, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, 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 she the said Maile L. Wilson 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.

Nelle Peterson
NOTARY PUBLIC

LESSEE'S SIGNATURE PAGE.

Dated this 22 day of September, 2014.



Lessee's signature

STATE OF UTAH)
:ss.
COUNTY OF IRON)

On this 22nd day of September, 2014, personally appeared before me Blake Delmille who duly acknowledged to me that he signed the above and foregoing document.



NOTARY PUBLIC

CEDAR CITY RESOLUTION NO. 26-1104

A RESOLUTION OF THE CEDAR CITY COUNCIL ADOPTING

THE CEDAR CITY BUDGET POLICY.

WHEREAS, the Cedar City Council is the duly elected governing body of Cedar City and adopted the City's generally applicable policies; and

WHEREAS, from time to time it is necessary and appropriate to consider specifying in written policy the City Council's directives regarding the financial needs and requirements for the City; and

WHEREAS, State law and sound fiscal practices limit the decisions the City can make regarding the City's budgeting process and policy; and

WHEREAS, the City Council has considered the proposed Budget Policy in an open and public meeting and has determined that it is in the best interests of the health, safety, and general welfare of the City to adopt the herein contained policy.

NOW THEREFORE BE IT RESOLVED, by the City Council of Cedar City, Utah, that the City's Budget Policy is hereby adopted as show in the attached Exhibit A.

This resolution, Cedar City Resolution No. 26-1104, 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 November 2026.

_____
STEVE NELSON
MAYOR

[SEAL]

ATTEST:

_____
AMBER RAY
CITY RECORDER

EXHIBIT A

Cedar City Corporation Resolution No. 26-1104