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 WORK MEETING
November 4, 2026
5:30 P.M. or immediately after the
City Council Action Meeting

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

I. Call to Order

II. Agenda Order Approval

III. Administration Agenda
- Mayor and Council Business

IV. Business Agenda

Public

1. Reconsideration of Heritage Center Fees. Red Acre Center
2. Public hearing to consider an ordinance approving a zone change from Residential Agricultural (RA) to Mixed Use (MU) in the vicinity of 2300 W Cross Hollow Road (Iron Horse RDO). Randall McUne / Development Team
3. Public hearing to consider an ordinance approving a development agreement for a property located at approximately 2415 West 1250 South (Iron Horse RDO). Randall McUne / Development Team
4. Consider amendment No.1 to addendum No. 1 to the water right contribution agreement between Development Team and Cedar City. Tyler Romeril/Paul Bittmenn
5. Consider an upsizing agreement with BZI Innovation Park for the Iron Springs Lift Station. Drake Howell/ Kent Fugal
6. Consider an agreement with UDOT for Local Betterments with the South Cedar Interchange Project. Kent Fugal
7. Consider termination of lease agreement with Southern Utah University and enter into new lease agreement with 5BY 5 Connections, LLC . Tyler Galetka

Staff

8. Consider the following Board Appointments: Leisure Services Advisory Board: Release Craig Anderson, appoint Eric Houle. Mayor Nelson
9. Consider approval of vehicle water tank purchase in the amount of $64,887.63. Eric Witzke
10. Consider a resolution to amend the personnel policy. Natasha Hirschi
11. Consider approval of consultant for Comprehensive User Fee Study and Overhead/Cost Allocation Plan. Terri Marsh.
12. Public hearing to consider an ordinance modifying Cedar City Ordinance 26-III-21 adding procedures for uses not in the current use table. Donald Boudreau / Randall McUne

V. Closed Session

13. Imminent Litigation. Randall McUne
14. Property Negotiations. Paul Bittmenn

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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CEDAR CITY COUNCIL

AGENDA ITEM #02

TO: Mayor and City Council

FROM: City Attorney

DATE: November 2, 2026

SUBJECT: Requested zone change for property located in the vicinity of 2300 W Cross Hollow Rd (Iron Horse RDO)

DISCUSSION:

The owner of this property seeks to amend the zone of this property from Residential Agricultural (RA) to Mixed Use (MU), mostly in alignment with the previously approved Iron Horse RDO. The property is surrounded by a mix of RA, residential, and commercial properties.

Please note that Cedar City Ordinance 26-III-10-C states, “RDO master plans will show planned zone areas as pods that approximately show the boundaries of the zone.” While the City has not held strictly to a hard standard on how closely the later zone change boundaries must match the approved RDO, the matter is still yours to consider. Regardless of how closely the boundaries match, the densities and unit counts cannot be exceeded in the tables approved with an RDO; see “RDO Pod Table 2 (Proposed)” in the Iron Horse RDO.

The Planning Commission discussed this matter and gave a positive recommendation to the requested zone change.

Please consider whether to approve the requested zone changes.

Planning Commission
October 6,2026

Item 2 – PUBLIC HEARING; Zone Change from RA (Residential Agriculture) to MU (Mixed Use), 2300 West Cross Hollow Road

Jennifer Davis: We have a public hearing. It's a zone change from RA to MU to mixed use residence recommendation, and it's 2300 West Cross Hollow Road.

Ron Larsen: I'm with Development Team here for Tyler tonight, who couldn't make it. This is on the north side of our project. The city owns the property right here, and Walmart and Home Depot is just to the right of this. So this Cross Hollow Road that comes down through here now, and it's this lower area going up the hill. Right here, you'll see that they've done some excavation work for this road. It's being roughed in. That's basically where it is. Our RDO shows this area to be mixed use. It's still RA because none of it's been changed yet.
We're just changing it as we go. So RA is when it was brought in under the residential agriculture. There's the big water tanks right up here on top. That's what we're proposing is the mixed use.

Jim Lunt: What are you planning?

Ron Larsen: The area is going to be commercial, more commercial. There's a big office building and some smaller things along this road. But because our RDO says mixed use, if we don't go mixed use, then we have to redo our RDO, and we don't want to do that. So we're doing it per the RDO, making it mixed use. This side of the property is really more towards commercial. If you look at where that road comes in right there, it goes up the hill. It's pretty steep. It's about a nine percent slope all the way up.

Tom Jett: So in the RDO, it showed a mixed use to begin with. We're not changing things.

Ron Larsen: Correct. It was mixed use to begin with, and that's why we're going to mixed use. Even though the use is probably going to be more commercial, that's what we had in our previous meeting.

Don Boudreau: Ron, could you clarify that? Maybe I have a misunderstanding. But from Pod Three, I believe it is. It's Pod Eleven. There's kind of a dogleg there that goes to the north.
This right there. Now that the boundary. The red. That one. This one. Is that proposed to be mixed use?

Ron Larsen: Yes. So what happened was in our original RDO, this pod right here is RE, which is up on top, and we really weren't planning to do anything down below. The mixed use would go into that along the road because it is usable. Now that we're putting this road

in, we are able to use it. So some of the mixed use does go over into that. Pod 11, which was this pod, so the bottom would be mixed use and the top would be RE.

Jim Lunt: Is that where you terraced? Some just terraced through there.

Ron Larsen: The terracing is just to set the hill back so it doesn't come down. And rather than do big tall retaining walls, we're doing them on an angle and trying to make it look a little less like a prison. So there is some of this that does go into Pod 11, which was, as I say, as shown on the plan as RE. And there's actually this pod right here is also mixed use, but we're looking at just doing single family residential homes. The original mixed use was looked at to do commercial and high density. We don't feel like high density is a good thing up there, so we're really doing mostly single family homes with commercial, and there
might be a few here and there of the mixed use, but this whole top part right here, these two Pods 3 and 4, is all shown mixed use all the way over to Ironhorse Road. But we don't really do it as mixed use. There's not really a plan to develop it that way.

Tom Jett: If you could remind me, doesn't mixed use if you do a commercial doesn't mixed use kind of restrict the uses by square foot. Square footage. What can go in there?

Ron Larsen: What is says is basically that you can't do all high density. You have to do a certain amount of commercial.

Tom Jett: But then, if I recall, I thought it was said there can't be greater than X number of square foot.

Don Boudreau: Previously, probably four or five years ago, Ron. It was open-ended. You could do whatever high density or whatever the central commercial zone would allow. That was taken back under council direction. So the zone now is very open to commercial uses. There's more limitations than the CC zone as related to use and height and things of that nature. Where the restrictions come in, Tom is if you want to do all residential. If you want to do high density residential, you would have to include a commercial component with it.

Ron Larsen: It's like fifty percent. I think it goes about. Don

Boudreau: Thirty percent of the footprint.

Tom Jett: So in the book here, if it's more than, it says it can't be more than 2,400 square feet in mixed use. This particular one, a grocery store, can't be more than 2,400 square feet. Ron

Larsen: I have not seen that before.

Randall McUne: In the use table, grocery stores less than 2,400 square feet are permitted in all zones, but grocery stores more than 2,400 square feet are not permitted in mixed use. If you go through the use table, you'll see probably about a quarter to a third are not

permitted in the mixed use that are permitted in the commercial. So it is a little more restricted because it is designed to potentially be closer to residential and have those mixes. We don't necessarily need residential above Walmart. I mean, that's kind of the concept.

Tom Jett: So commercial businesses, administration offices, not to exceed a maximum of 2,000 square feet on the ground floor, having no more than two stories above, so they can be over 2,000 square feet in mixed use?

Randall McUne: Look right above it. You'll notice that professional business and admin offices is actually in there twice, once for any size, once for not to exceed 2,000. That does not change in mixed use. Both of those are allowed in mixed use. But if you move over zones, now you can see highway services (HS). HS does not allow the larger ones. Mixed use is allowable. See Section 26-III-21, use table.

Tom Jett: I just remember in the past reading something that made me think it might box them in on some of their uses.

Randall McUne: It will limit them, but I think that's probably well within the limits we're looking at anyway.

Ron Larsen: We're not opening it up to just any commercial. What we're looking at is mostly office type use. That's about all we've had interest in.

Randall McUne: So you'll just have a look if somebody comes in to build to suit or lease.

Tom Jett: I just don't want to see you box yourself in that we can address sometime in the future if that was going to box you.

Randall McUne: And at this stage, you probably couldn't do anything to help them in that regard because to change from mixed use to central commercial, we'd need to amend the RDO. So in this case, the only question is: Is this approximately close enough to the original pod design? In which case, you're great to give a thumbs up.

Tom Jett: Or we could change the definition in the table of contents of what's allowed.

Ron Larsen: Without changing the idea, if there's somebody that absolutely wanted something that didn't work, we'd have to come back in and do something.

Randall McUne: Either way, you're going back through the full process of another public hearing, publications.

Don Boudreau: I think to Randall's point with that extension across Hollow, the ordinance says, and I think we all recognize this RDO is kind of a general plan. It's those lines in the sand. There's no way they're ever going to be perfect, so that's why the ordinance uses.

Ron Larsen: You'll see right here. Approximate this right here. These down below are the mixed use, and this is pot eleven, which is residential estate. Our proposal is to go along
here a ways because of this road coming in. The road is a master planned road, and it's a 55 foot right away, so it kind of caters to doing commercial with the bigger roadway. Right there along that bottom, there's some area that can be used that we didn't really look at before.

Randall McUne: But you also did that with what is it? Is it the pod to the northwest of Pod 10?

Ron Larsen: You're talking over in Pods 7 and 8.

Randall McUne: You did the same thing. You kind of built along.

Ron Larsen: We kind of brought it out here a little bit, and this part doesn't follow exact lines because now that we've got more planning into it, we can see where things should go and can go. Down at the other end, we just did the zone change here a while ago. Down by
there, the church is going in, and that one, we actually cut back to mixed use and did more residential state because it made more sense right around the church, not to be mixed use.

Randall McUne: So two main considerations when we do these: one is that word approximate. We definitely don't require precision at this point, just like we don't require precision in our own general plan. The next one is: Can you go down to the bottom left, or near the bottom, where it has the tables? This right here, this proposed table, this is what the council approved. When you see that proposed total units, you see the proposed zone and all those kind of densities and things like that. We do need to hold at least somewhat true on. But that, like densities, absolutely, we can't go past the densities allowed or the total units allowed for each of those. We understand they may shift a little bit, as long as you guys understand that you have to make up for it somewhere else, because you're going to lose some use if you don't.

Ron Larsen: And what I was going to say is on this proposal right now, if you look at where we've gone across the bottom, I don't know if you can bring that one back up. The current. This one. So you can see right here, these lines are the pod lines, and we've gone into this one. But up top where this is here, we actually figured that all of this up here could be re because it's all going to be the same. So there will be an offset of re up on top because there's not good for the mixed use.

Don Boudreau: I think those are the kind of things I'd be asking you for. You know where that road cut is and some of this new mixed use. You got quite a bit of open space so we can kind of make things whole.

Ron Larsen: That's why I say this whole side of this. There's a hill right here that divides the two sides. This whole side, your battery's dead. This whole left side really isn't going to be mixed use.

Randall McUne: And that's just again part of your recommendation is to look at those questions and say, do you think this is approximate? Do you think this is in line, approximately, with the argument.

Ron Larsen: Exactly. So that's kind of what we're doing. So what we're doing is we're really expecting this mixed use, but up here at the top, almost this entire pod could be residential estate, because we're not planning on doing anything but residences up there and open space.

Randall McUne: So the only thing we ask is to keep everything approximate because mixed use you can still do residential. I think long term, and Don and I were talking about this earlier, this is going to be fun to track because it's like a 25 year project. Hopefully you guys are kind of keeping track of that.

Don Boudreau: That would be helpful when you go through to keep track of those puzzle pieces.

Ron Larsen: And we have approximately. Our master plan keeps changing every time we decide to change something.

Randall McUne: But the nice thing is, once you have these fixed, once the planning commission gives a recommendation, the council approves, those are now fixed.

Ron Larsen: And we do and we're the counting of the open space and everything as we go here.

Kent Fugal: So Ron, I have a question for you. On the zoning map, we've got the mixed use here that comes back along Cross Hollow for a little ways. This is where you guys have graded that out, built some retaining walls, those kinds of things. So with this current proposal, you are bringing it over to a point here [pointing along Cross Hollow Rd north of the water tank].

Ron Larsen: What there is where that road comes in is right about here, and there's a spot you can go back. This is where the big hill is that's on both sides of the road. It would end right there.

Kent Fugal: So you're not planning to try to interconnect between those two.

Ron Larsen: They talked about it. I'm like, why? You're going to create this long, narrow access. We won't have enough access off the road. You'd end up having to get off and travel for two miles to get to the other side. Right now, the plan is we can see there's a use there from bothends.

Kent Fugal: I think the only thing that connection would provide is that you wouldn't have any one-way feed into those commercial uses. This one's not particularly deep, however, and the other one will be even less so, probably.

Ron Larsen: The plan that we've done is really to come in and put some buildings along there with a driveway on the end, and you drive through it and go out the other end. It's just kind of small commercial buildings. The same thing will happen on this other side. This one will have to go down and come back because it won't get out, unless we can figure out a way to get out onto Cross Hollow Road safely.

Kent Fugal: Probably not.

Ron Larsen: It's probably not because of the hills right there.

Kent Fugal: The hills and the curves and everything else. This can be tough.

Ron Larsen: We want to talk about that development agreement. For the commercial.

Don Boudreau: We would. That would need to be a separate app, Ron. And it's a separate public notice. We have to do a summary. If you want to do it, get that in.

Ron Larsen: We'll just get it moving forward. I think Tyler thought it was all together, but I'll just get it back.

Randall McUne: So there is a development agreement that's intended to come for this area, but this zoning proposal isn't contingent upon that.

Ron Larsen: What because we're having to do mixed use, commercial allows taller buildings than mixed use does, and the two projects that we have, there's one right here and one over on this side, are three stories commercial buildings, and so they need to be taller than the 30 feet that's allowed. And so our development agreement is that we get looking for an agreement to be able to do that. Mixed use for those two projects. That's really what it is.

Tom Jett: Let me understand what you just said. In MU mixed use, you're limited on your height to thirty feet. Commercially, I could see it going higher. So I'd like to have that whole

discussion another day. Maybe if you could try to get that on an agenda, so we have that discussion on why, why not fifty feet? In the ordinance and not just for you.

Ron Larsen: I don't know. I understand, but I think the reason, from what I've seen of it, is that's what's allowed in the residential.

Don Boudreau: It was intended for mixed use projects. Not to set up a mixed use project that just has a slice that's 50 feet and we put homes behind that. We don't need mixed use for that because we can just have different zones, just like you'd see on Main Street or Highway 56.

Tom Jett: As expensive as dirt has become, and Mr. Burgess will tell you that the only way to make money right now is to go vertical. There's no money to be made otherwise.

Ron Larsen: But we'll bring that problem here back. So it's a meeting of its own.

Tom Jett: What just for fire? So I don't forget. What is the maximum height in an SHD zone? Fifty feet?

Don Boudreau: The highway service and central commercial are fifty feet.

Tom Jett: But SHD zone is fifty feet. So that's in a residential area. And specifically for schoolhouse business, I get that.

Don Boudreau: That's part of the heartburn that it causes. In the neighborhood, no setbacks in fifty feet tall. To me, mixed use is meant to be kind of built in harmony with the residential. So I can see why you'd want to limit height, not just have it feel like central commercial surrounded by residential.

Ron Larsen: I don't think there's a problem. We just have two projects that probably will be taller than thirty feet.

Jennifer Davis: Any other questions that pertain to this? So this is a public hearing, and we'll open the public hearing.

Ann Clark: Is this on West Cross Hollows Road? Is this the Leavitt property that they're tearing down the hill? Is that where this is? So now that what I'm understanding is they're going to put in high density housing behind there. Is that what is no deal? It's commercial. I know some of it's commercial, but I also heard behind it was going to be high-density housing, single-family. That goes. That's what I need to know. Thank you. I'm sorry I was late.

Tom Jett: Thanks. We won't bring low-income people into your neighborhood. We'll keep them rich.

Ann Clark: Tom, here's the thing. I don't care who lives by me. I just want nice yards. If you lived in California, where everything was a trash heap, you don't care who it is as long as they keep their house up. That's all I'm saying. And when things get to be high density, you can't see out anymore. You lose some of the charm of the city. That's why I fought for the houses around the college.

Jennifer Davis: Thank you. Thanks, Ann. Seeing that there are no other comments, let's turn it back over to us for a discussion. Staff, do you have any questions or concerns we should know about? [Public hearing closed.]

Randall McUne: No further comments from me. Jennifer

Davis: I think we covered all ours. Thank you.

Jim Lunt moved to send a positive recommendation to City Council for the property at 2300 West Cross Hollow Road to change from RA to MU. Seconded by Wayne Decker. Vote was unanimous in the affirmative.

PROPOSED RDO PLAN FOR IRON HORSE DEVELOPMENT

LOCATED IN SECTIONS 20, 21, 28, 29, T36S, R11W, SLB&M

LEGAL DESCRIPTION

PARCEL 1 (PODS 2–16)–1358.952 ACRES

BEGINNING AT THE EAST 1/4 CORNER OF SECTION 29, T36S, R11W, SLB&M; THENCE N89°57'44"W, 2668.63 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 29; THENCE N89°58'00"W, 1337.85 FEET TO THE 1/16TH CORNER; THENCE N0°01'25"E, 2650.10 FEET TO THE 1/16TH SECTION CORNER; THENCE N0°31'43"W, 2665.14 FEET TO THE 1/16TH CORNER; THENCE N0°31'38"W, 2659.56 FEET TO THE 1/16TH CORNER; THENCE S89°43'08"E, 1314.11 FEET TO THE NORTH 1/4 CORNER OF SECTION 20; THENCE ALONG THE SECTION LINE S89°43'14"E, 1478.03 FEET; THENCE S0°16'46"W, 56.29 FEET; THENCE N89°43'14"W, 238.71 FEET; THENCE S0°16'46"W, 208.71 FEET; THENCE S89°43'14"E, 438.71 FEET; THENCE N0°16'46"E, 265.00 FEET TO THE SECTION LINE; THENCE ALONG SAID SECTION LINE S89°43'14"E, 950.29 FEET TO THE N.W. CORNER OF SECTION 21; THENCE ALONG THE SECTION LINE N88°34'02"E, 539.12 FEET TO THE SOUTHERLY LINE OF CROSS HOLLOW ROAD; THENCE ALONG SAID SOUTHERLY LINE S73°56'03"E, 72.50 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 546.00 FEET AND A CENTRAL ANGLE OF 11°33'38"; THENCE ALONG THE ARC OF SAID CURVE 110.16 FEET; THENCE S62°22'25"E, 400.15 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 546.00 FEET AND A CENTRAL ANGLE OF 8°27'51"; THENCE ALONG THE ARC OF SAID CURVE 80.66 FEET; THENCE S53°54'34"E, 253.10 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 669.50 FEET AND A CENTRAL ANGLE OF 28°14'18"; THENCE ALONG THE ARC OF SAID CURVE 329.97 FEET; THENCE S25°40'16"E, 170.92 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 630.50 FEET AND A CENTRAL ANGLE OF 42°49'26"; THENCE ALONG THE ARC OF SAID CURVE 471.25 FEET; THENCE S68°29'42"E, 534.97 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 619.50 FEET AND A CENTRAL ANGLE OF 21°07'44"; THENCE ALONG THE ARC OF SAID CURVE 228.45 FEET; THENCE S47°21'58"E, 469.84 FEET; THENCE N42°38'02"E, 4.00 FEET; THENCE S47°21'58"E, 371.83 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 676.50 FEET AND A CENTRAL ANGLE OF 28°39'17"; THENCE ALONG THE ARC OF SAID CURVE 338.33 FEET; THENCE S76°01'15"E, 478.83 FEET TO THE 1/16TH SECTION LINE; THENCE ALONG SAID 1/16TH SECTION LINE S01°22'30"E, 309.70 FEET TO THE 1/16TH CORNER; THENCE ALONG THE 1/16TH SECTION LINE S89°21'51"W, 187.39 FEET; THENCE S18°36'51"W, 236.92 FEET; THENCE S56°10'42"W, 286.69 FEET; THENCE S65°53'24"E, 569.56 FEET; THENCE S01°22'20"E, 60.93 FEET; THENCE S65°53'24"E, 104.79 FEET; THENCE S09°31'43"E, 590.00 FEET; THENCE S03°57'37"E, 286.24 FEET; THENCE S14°05'16"E, 349.70 FEET; THENCE S29°22'56"E, 434.95 FEET; THENCE S44°18'21"W, 520.65 FEET TO THE SECTION LINE; THENCE S89°49'45"W, 100.02 FEET TO THE 1/16TH SECTION CORNER; THENCE ALONG THE 1/16TH SECTION LINE S0°06'33"W, 257.12 FEET; THENCE N89°53'27"W, 100.00 FEET; THENCE S0°06'33"W, 200.00 FEET; THENCE S89°53'27"E, 100.00 FEET TO THE 1/16TH SECTION LINE; THENCE ALONG SAID 1/16TH SECTION LINE S0°06'33"W, 1704.01 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE I–15 FRONTAGE ROAD AND A POINT OF NON–TANGENT CURVATURE TO THE RIGHT HAVING A RADIUS OF 21,993.97 AND A CENTRAL ANGLE OF 1°54'21"(RADIUS POINT BEARS N44°03'29"W); THENCE ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY 731.54 FEET TO THE 1/4 SECTION LINE THENCE ALONG SAID 1/4 SECTION LINE S89°53'37"W, 3451.37 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (POD 1)–91.487 ACRES

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 21, T36S, R11W, SLB&M; THENCE ALONG THE SECTION LINE N89°29'43"E, 1338.34 FEET TO THE 1/16TH SECTION CORNER; THENCE ALONG THE SECTION LINE N89°29'16"E, 132.81 FEET TO THE WEST LINE OF COVE DRIVE; THENCE ALONG SAID WEST LINE S01°22'52"E, 888.93 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 437.38 FEET AND A CENTRAL ANGLE OF 56°03'30"; THENCE ALONG THE ARC OF SAID CURVE 427.93 FEET; THENCE DEPARTING SAID WEST LINE S28°17'39"W, 109.35 FEET TO THE 1/16TH SECTION LINE; THENCE ALONG SAID 1/16TH SECTION LINE S89°28'40"W, 272.00 FEET TO THE 1/16TH SECTION CORNER; THENCE ALONG THE 1/16TH SECTION LINE S01°22'30"E, 918.38 FEET TO THE NORTHERLY LINE OF CROSS HOLLOW ROAD; THENCE ALONG SAID NORTHERLY LINE N74°52'34"W, 473.62 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 573.50 FEET AND A CENTRAL ANGLE OF 34°40'05"; THENCE ALONG THE ARC OF SAID CURVE 347.01 FEET; THENCE N40°12'29"W, 877.35 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 626.50 FEET AND A CENTRAL ANGLE OF 52°37'33"; THENCE ALONG THE ARC OF SAID CURVE 575.44 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 573.50 FEET AND A CENTRAL ANGLE OF 67°09'46"; THENCE ALONG THE ARC OF SAID CURVE 672.26 FEET; THENCE N25°40'16"W, 33.54 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 776.50 FEET AND A CENTRAL ANGLE OF 28°45'15"; THENCE ALONG THE ARC OF SAID CURVE 389.69 FEET; THENCE N54°25'31"W, 255.38 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 650.00 FEET AND A CENTRAL ANGLE OF 7°56'54"; THENCE ALONG THE ARC OF SAID CURVE 90.17 FEET; THENCE N62°22'25"W, 347.35 FEET TO THE SECTION LINE; THENCE ALONG SAID SECTION LINE N88°34'02"E, 1829.47 FEET TO THE POINT OF BEGINNING.

PLANNING COMMISSION APPROVAL

I, MARY PEARSON, CHAIRMAN OF THE CEDAR CITY PLANNING COMMISSION, DO HEREBY CERTIFY THAT THIS RDO MASTER PLAN HAS BEEN APPROVED BY SAID COMMISSION AND IS HEREBY RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL ON THIS THE _____ DAY OF _____, _____.

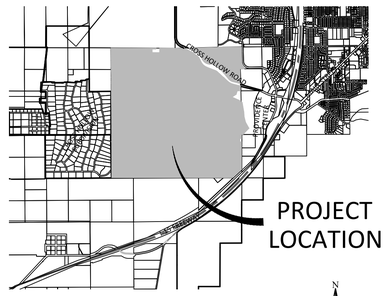
MARY PEARSON – CHAIRMAN

GENERAL NOTES

1. THE FLOOD ZONE INFORMATION FOR THIS MAP IS BASED ON THE FEMA FIRM MAP 49007J0900B, EFFECTIVE 7/17/1986
2. THE NORTH PORTION OF THE PROPERTY IS IN THE AIRPORT INFLUENCE ZONE AND THE REMAINDER OF THE PROPERTY IS OUTSIDE THE AIRPORT ZONES.
3. THE EXISTING PROPERTY IS ZONED RA PER THE CEDAR CITY ZONING MAPS.
4. TOPOGRAPHY IS SHOWN WITH 10' CONTOUR INTERVAL.
5. SOILS DESIGNATIONS: SN=NOT SUBJECT TO HYDROMPACTION; MINIMAL=MINIMAL SUSPECT SOILS; MODERATE=MODERATELY SUSPECT SOILS.
6. PROPERTY IS ALL OWNED BY SITLA – COUNTY SERIAL NUMBERS – B–1708–0004, B1708–0000, B–1459–0011, B–1709–0000
7. AMENITIES, TRAILS, AND PUBLIC PROPERTY IS INCLUDED IN THE RESIDENTIAL AREAS FOR CALCULATIONS.
8. STREETS WITHIN RESIDENTIAL AREAS AND HALF STREETS ADJOINING RESIDENTIAL AREAS ARE INCLUDED IN THE RESIDENTIAL DENSITY. STREETS WITHIN COMMERCIAL AREAS AND HALF STREETS ADJOINING COMMERCIAL AREAS ARE EXCLUDED FROM THE RESIDENTIAL DENSITY.

OWNER/DEVELOPER

THE PROPERTY IS OWNED BY THE UTAH STATE INSTITUTIONAL TRUST LANDS AND IS BEING DEVELOPED IN PARTNERSHIP WITH DEVELOPMENT TEAM, LLC (TOM PUGH, 435–590–1000)



VICINITY MAP

NO SCALE

SURVEYOR'S CERTIFICATE

I, BRADLEY N. RHODES, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 288645, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. HEREBY CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY IN ACCORDANCE WITH SECTION 17–23–17. THE LEGAL DESCRIPTIONS AND PLAT ARE TRUE AND CORRECT.

BRADLEY N. RHODES, PLS #288645 _____ DATE

IRON RIDGE SURVEYING(435)592–3152

NARRATIVE

THIS RDO MASTER PLAN WAS REQUESTED BY SITLA AND DEVELOPMENT TEAM, LLC TO DELINEATE THE DEVELOPMENT AREA AND ESTABLISH THE MAXIMUM NUMBER OF DWELLING UNITS THAT CAN BE BUILT WITHIN THE DEVELOPMENT AREA. AN AGREEMENT BETWEEN THE CITY AND THE DEVELOPER HAS BEEN RECORDED OUTLINING ANY OTHER DETAILS ASSOCIATED WITH THIS RDO.
BASIS OF BEARING IS THE SECTION LINE BETWEEN NORTHEAST CORNER OF SECTION 21 AND THE EAST 1/4 CORNER OF SECTION 21 LOCATED IN T36S, R11W, SLB&M.

CITY ENGINEER'S APPROVAL

I, KIT C. WAREHAM, CITY ENGINEER FOR CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT THIS RDO MASTER PLAN WAS EXAMINED AND ACCEPTED BY ME THIS _____ DAY OF _____, _____.

KIT C. WAREHAM – CITY ENGINEER

OWNERS DEDICATION

THE UNDERSIGNED, DEVELOPMENT TEAM, LLC, AND UTAH STATE INSTITUTIONAL TRUST LANDS DO HEREBY SUBMIT THIS RDO MASTER PLAN AS SHOWN HEREON. IN WITNESS WHEREOF, I HAVE SET MY HAND THIS THE _____ DAY OF _____, 2019.

TOM PUGH (MANAGING PARTNER OF DEVELOPMENT TEAM, LLC)

ACKNOWLEDGMENT

STATE OF UTAH)
) S.S.
COUNTY OF IRON)

ON THIS THE _____ DAY OF _____, _____. PERSONALLY APPEARED BEFORE THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE OF UTAH, SAID COUNTY OF IRON, TOM PUGH, MANAGING PARTNER OF DEVELOPMENT TEAM, LLC, WHO BEING DULY SWORN DID SAY HE IS THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED THAT HE EXECUTED THE SAME.

RESIDING IN IRON COUNTY, UTAH _____

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE

I, MAILE WILSON, MAYOR OF CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT THIS RDO MASTER PLAN HAS BEEN APPROVED BY THE CITY COUNCIL AS ORDINANCE _____ AND IS HEREBY ORDERED FILED FOR RECORD IN THE OFFICE OF THE IRON COUNTY RECORDER ON THIS THE _____ DAY OF _____, _____.

ATTEST: _____ BY: _____
RENON SAVAGE–CITY RECORDER MAILE WILSON – MAYOR

CITY ATTORNEY APPROVAL

I, TYLER ROMERIL, CITY ATTORNEY FOR CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT THIS RDO MASTER PLAN HAS BEEN EXAMINED AND ACCEPTED BY ME. THIS _____ DAY OF _____, _____.

TYLER ROMERIL – CITY ATTORNEY

CERTIFICATE OF RECORDING

I, JON WHITAKER, COUNTY RECORDER OF IRON COUNTY, DO HEREBY CERTIFY THAT THIS RDO MASTER PLAN WAS FILED FOR RECORD IN MY OFFICE ON THIS THE _____ DAY OF _____, _____.

BOOK _____ PAGE _____

ENTRY NO. _____ FEE _____

RECORDED AT THE REQUEST OF _____

COUNTY RECORDER – JON WHITAKER

MAP LEGEND

- SS — EXISTING SEWER LINE
- W — EXISTING WATER LINE
- P — EXISTING POWER LINE
- SECTION CORNER AS DESCRIBED
- SN — SOILS HYDROCOMPACTION SUSCEPTIBILITY DESIGNATION AND BOUNDARY (FROM CITY MAP)
- LOW DENSITY — GENERAL LAND USE BOUNDARY AND DESIGNATION (FROM CITY MAP)
- X — EXISTING FEMA FLOOD BOUNDARIES AND ZONES
- PROPERTY AREAS OVER 25% SLOPE (NOT INCLUDED IN DENSITY CALCULATIONS)
- RA — CURRENT PROPERTY ZONING DESIGNATION
- MASTER PLANNED TRAIL
- COMMUNITY TRAIL

RDO POD TABLE 1 (CURRENT)

POD #	ACREAGE	CURRENT LAND USE	MAX UNITS/ACRE (CURRENT LAND USE)	TOTAL ALLOWED UNITS
1	35.4 ac	MEDIUM DENSITY RESIDENTIAL	8 units/ac	283
	56.1 ac	NATURAL OPEN SPACE	2 units/ac	112
2	109.4 ac	LOW DENSITY RESIDENTIAL	3 units/ac	328
3	100.5 ac	LOW DENSITY RESIDENTIAL	3 units/ac	302
	9.2 ac	NATURAL OPEN SPACE	2 units/ac	18
4	83.5 ac	LOW DENSITY RESIDENTIAL	3 units/ac	250
5	96.0 ac	LOW DENSITY RESIDENTIAL	3 units/ac	288
6	84.6 ac	LOW DENSITY RESIDENTIAL	3 units/ac	254
7	80.4 ac	LOW DENSITY RESIDENTIAL	3 units/ac	241
8	110.1 ac	LOW DENSITY RESIDENTIAL	3 units/ac	330
9	116.7 ac	LOW DENSITY RESIDENTIAL	3 units/ac	350
10	44.0 ac	LOW DENSITY RESIDENTIAL	3 units/ac	132
	3.7 ac	NATURAL OPEN SPACE	2 units/ac	7
11	32.9 ac	LOW DENSITY RESIDENTIAL	3 units/ac	99
	42.2 ac	NATURAL OPEN SPACE	2 units/ac	84
12	83.3 ac	LOW DENSITY RESIDENTIAL	3 units/ac	250
13	145.1 ac	LOW DENSITY RESIDENTIAL	3 units/ac	435
14	107.8 ac	LOW DENSITY RESIDENTIAL	3 units/ac	323
15	109.6 ac	LOW DENSITY RESIDENTIAL	3 units/ac	329
TOTALS	1450.5 ac			4415

RDO POD TABLE 2 (PROPOSED)

POD #	ACREAGE	OPEN SPACE (>25% SLOPE)	COMMERCIAL/ OFFICE AREAS	PUBLIC, AMENITIES, TRAILS	RESIDENTIAL AREAS	PROPOSED ZONE	ALLOWED UNITS/ACRE	ALLOWED TOTAL UNITS	PROPOSED TOTAL UNITS	POD DENSITY (U/ac)
1	91.5 ac	32.3 ac	1.8 ac	2.5 ac	57.4 ac	M-U	24 U/A	1378	365	6.4
2	109.4 ac	11.5 ac	0 ac	0.9 ac	97.9 ac	R-1	6 U/A	587	294	3.0
3	109.7 ac	8.8 ac	24.8 ac	5.8 ac	76.1 ac	M-U	24 U/A	1826	456	6.0
4	83.5 ac	10.2 ac	12.2 ac	0.8 ac	61.1 ac	M-U	24 U/A	1466	366	6.0
5	96.0 ac	10.7 ac	0 ac	15.1 ac	85.3 ac	R-E	4 U/A	341	170	2.0
6	84.6 ac	3.7 ac	0 ac	6.3 ac	80.9 ac	R-1	6 U/A	485	243	3.0
7	80.4 ac	24.0 ac	7.8 ac	0.8 ac	48.6 ac	M-U	24 U/A	1166	292	6.0
8	110.1 ac	21.2 ac	31.7 ac	2.4 ac	57.2 ac	M-U	24 U/A	1373	343	6.0
9	116.7 ac	29.8 ac	0 ac	2.5 ac	86.9 ac	R-E	4 U/A	348	173	2.0
10	47.7 ac	22.2 ac	0 ac	0.6 ac	25.5 ac	R-E	4 U/A	102	51	2.0
11	75.1 ac	28.8 ac	0 ac	1.8 ac	46.3 ac	R-E	4 U/A	185	93	2.0
12	83.3 ac	18.8 ac	0 ac	2.3 ac	64.5 ac	R-E	4 U/A	258	129	2.0
13	145.1 ac	23.7 ac	0 ac	1.3 ac	120.4 ac	R-E	4 U/A	482	241	2.0
14	107.8 ac	28.0 ac	0 ac	0.3 ac	79.8 ac	R-E	4 U/A	319	160	2.0
15	109.6 ac	43.5 ac	0 ac	0.6 ac	66.1 ac	R-E	4 U/A	264	132	2.0
TOTALS	1450.5 ac	317.2 ac	78.3 ac	44.0 ac	1054.0 ac			10,580	3508	3.3

Revisions:	NO	DATE	BY

3 PEAKS ENGINEERING
216 South 200 West
Cedar City, UT 84720
phone: (435) 865-3897

Project: IRON HORSE DEVELOPMENT
SITLA & DEVELOPMENT TEAM, LLC
CR068 HOLLOW ROAD, COVE DRIVE AREA
CEDAR CITY, IRON COUNTY, UTAH

Sheet Title: RESIDENTIAL DEVELOPMENT OVERLAY PLAN (RDO)

Project Number:
Date: 3-14-19
Scale: 1" = 500'

SHEET NO: OF

CEDAR CITY ORDINANCE NO. 1118-26

AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING DESIGNATION FROM RESIDENTIAL AGRICULTURAL (RA) TO MIXED USE (MU) FOR A PROPERTY LOCATED AT APPROXIMATELY 2300 WEST CROSS HOLLOW ROAD (IRON HORSE)

WHEREAS, Development Team, the owner of the property at issue, located at approximately 2300 West Cross Hollow Road, has petitioned Cedar City to change the current zoning designation from Residential Agricultural (RA) to Mixed Use (MU). The property's legal description and zoning designation are more particularly described as shown in Exhibit A.

WHEREAS, after providing the required public notice the Cedar City Planning Commission considered the proposed zoning amendment and gave a positive recommendation; and

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

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's zoning designation is amended from Residential Agricultural (RA) to Mixed Use (MU) for the property at approximately 2300 West Cross Hollow Road, as more particularly described herein, and City staff is hereby directed to make the necessary changes to the City's zoning map.

This ordinance, Cedar City Ordinance No. 1118-26, shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Council Vote:

Phillips -
Cox -
Wilkey -
Schmidt -
Galan -

Dated this _____ day of November 2026.

_____
STEVE NELSON, MAYOR

[SEAL]

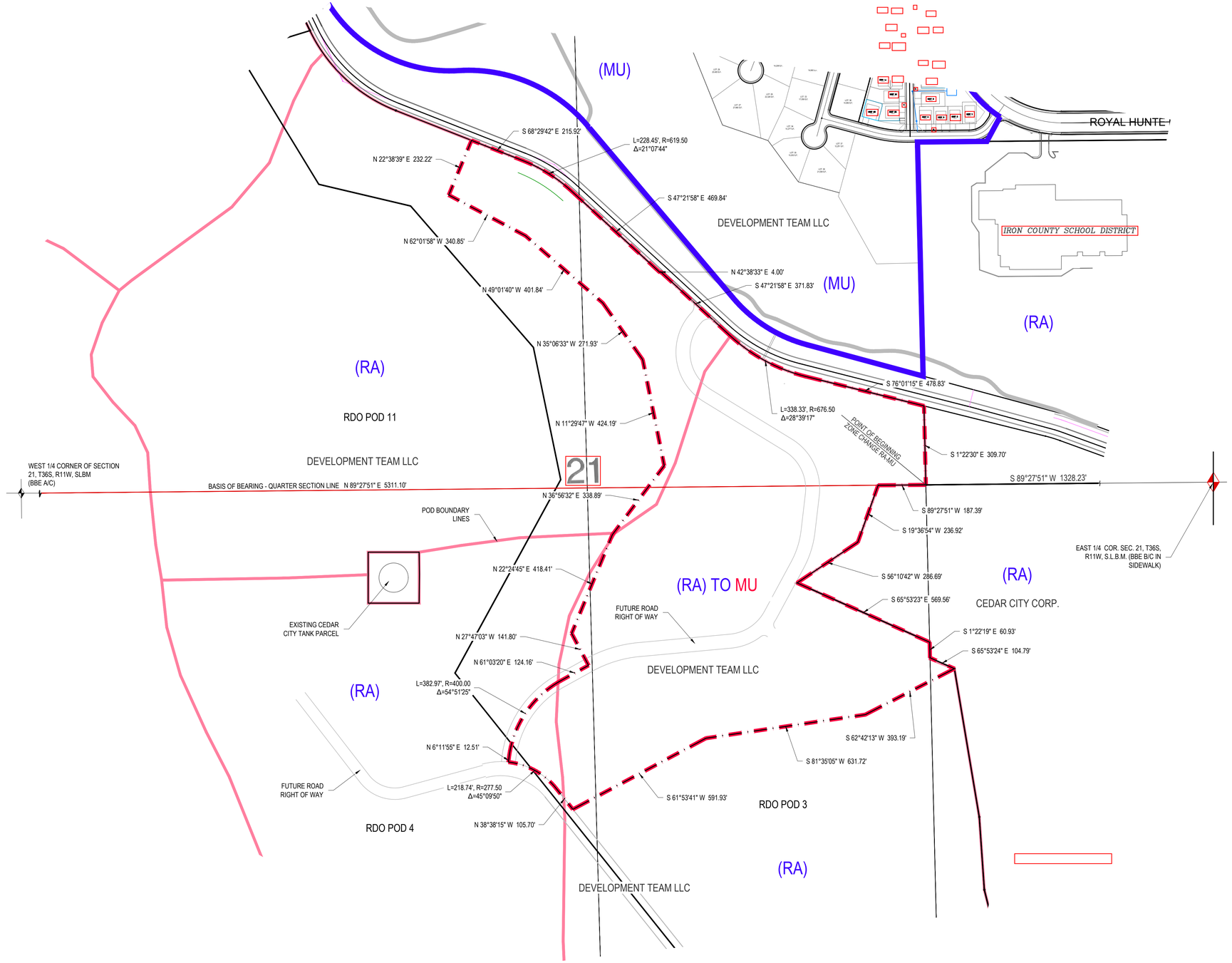
ATTEST:

_____
AMBER RAY, RECORDER

Exhibit A

Cedar City Ordinance 1118-26

- Zone Change 2300 West Cross Hollow Road (Iron Horse RDO) -



PROPOSED ZONE CHANGE

IRONHORSE RDO PODS 3,4, & 11

N

W E

S

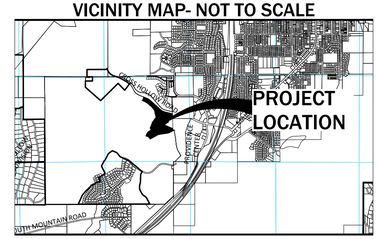
200 0 200

SCALE IN FEET

PROJECT LEGEND

- PROPOSED ZONE LINE
- EXISTING CITY ZONE LINE
- XX — PROPOSED ZONE
- (XX) — EXISTING CITY ZONE

VICINITY MAP- NOT TO SCALE



ZONE CHANGE RA to MU
45.76 ACRES

BEGINNING AT A POINT LOCATED S89°27'51"W 1328.23 FEET ALONG THE QUARTER SECTION LINE FROM THE EAST 1/4 CORNER OF SECTION 21, T36S, R11W, SLB&M, THENCE ALONG THE 1/4 SECTION LINE S89°27'51"W, 187.39 FEET; THENCE S19°36'54"W, 236.92 FEET; THENCE S19°36'54"W, 236.92 FEET; THENCE S56°10'42"W, 286.69 FEET; THENCE S65°53'23"E, 569.56 FEET; THENCE S01°22'19"E, 60.93 FEET; THENCE S65°53'24"E, 104.79 FEET; THENCE S62°42'13"W, 393.19 FEET; THENCE S81°35'05"W, 631.72 FEET; THENCE S61°53'41"W, 591.93 FEET; THENCE N38°38'15"W, 105.70 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 277.50 FEET AND A CENTRAL ANGLE OF 45°09'50"; THENCE ALONG THE ARC OF SAID CURVE 218.74 FEET; THENCE N06°11'55"E, 12.51 FEET; TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 54°51'25"; THENCE ALONG THE ARC OF SAID CURVE 382.97 FEET; THENCE N61°03'20"E, 124.16 FEET; THENCE N27°47'02"W, 141.80 FEET; THENCE N22°24'45"E, 418.41 FEET; THENCE N36°56'32"E, 338.89 FEET; THENCE N11°29'47"W, 424.19 FEET; THENCE N35°06'33"W, 271.93 FEET; THENCE N49°01'40"W, 401.84 FEET; THENCE N62°01'58"W, 340.85 FEET; THENCE N22°38'39"E, 232.22 FEET TO THE SOUTH RIGHT OF WAY LINE OF CROSS HOLLOW ROAD; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 6 COURSES, S68°29'42"E, 215.92 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 619.50 FEET AND A CENTRAL ANGLE OF 21°07'44"; THENCE ALONG THE ARC OF SAID CURVE 228.45 FEET; THENCE S47°21'58"E, 469.84 FEET; THENCE N42°38'33"E, 4.00 FEET; THENCE S47°21'58"E, 371.83 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 676.50 FEET AND A CENTRAL ANGLE OF 28°39'17"; THENCE ALONG THE ARC OF SAID CURVE 338.33 FEET; THENCE S76°01'15"E, 478.83 FEET TO THE 1/4 SECTION LINE; THENCE LEAVING SAID RIGHT OF WAY AND ALONG SAID 1/4 SECTION LINE S01°22'30"E, 309.70 FEET TO THE POINT OF BEGINNING.

REVISIONS			
NO	DESCRIPTION:	DATE:	BY:
1	-	-	-
2			
3			
4			

RED HOLLOW ENGINEERING
176 WEST 725 SOUTH
CEDAR CITY, UTAH 84720
PHONE: (435) 865-3833

RH ENGINEERING

PROJECT:
IRON HORSE RDO

LEAVITT LAND & INVESTMENT, LLC
57 NORTH MAIN STREET, CEDAR CITY, UT
LOCATED IN SECTION ##, T36S, R11W, SLB&M

SHEET TITLE:
ZONE CHANGE 2026

CHECKED: -
DRAWN:
DATE: 9-8-26

SCALE: **1" = 200'**

SHEET NO:

CEDAR CITY COUNCIL

AGENDA ITEM #03

TO: Mayor and City Council

FROM: City Attorney

DATE: November 2, 2026

SUBJECT: Requested Development Agreement with Development Team, 2415 West 1250 South (Iron Horse RDO).

DISCUSSION:

Development Team seeks a development agreement to allow them to construct their primary office building up to 50 feet instead of the typical Mixed Use limit of 35 feet. Essentially, Development Team wants one benefit of the Central Commercial zone while keeping all other restrictions and benefits found in the Mixed Use zone.

The Planning Commission gave a positive recommendation to the requested development agreement. Please consider the proposed ordinance and development agreement with Development Team.

CEDAR CITY PLANNING COMMISSION
MINUTES – October 20, 2026

The Cedar City Planning Commission held a meeting on Tuesday, October 20, 2026, at 5:15 p.m., in the City Council Chambers, 10 North Main, Cedar City, Utah.

Members in attendance: John Webster, Jace Burgess, Jennifer Davis, Wayne Decker, Tom Jett,

Members absent:

Staff in attendance: Kent Fugal – City Engineer, Randall McUne – City Attorney,
Kari Davis – Executive Assistant

Others in attendance:

ITEM/REQUESTED MOTION LOCATION/PROJECT APPLICANT/PRESENTER

- Jennifer Davis made a motion to make Wayne Decker the chair, 2nd by Jace Burgess
  Motion passed with a vote of 3-2 in favor

- Pledge of Allegiance – the pledge was led by Wayne Decker.

I. REGULAR ITEMS

1. **Approval of Minutes (10/05/2026)**
   (Approval)

   John Webster made a motion to approve the minutes from the October 5th meeting; Tom Jett made a 2nd; all in favor for a unanimous vote.

2. **PUBLIC HEARING** – Development Agreement – Iron Horse RDO – 2415 W 1250 S

Public Hearing open

00:00:03 Wayne Decker
move on to a public hearing. Development agreement, Iron Horse RDO, twenty four fifteen West, twelve fifty South. Ron Larson. You don't look like Ron Larson. I'm standing. Turn.
00:00:29 Wayne Decker
You don't know this, but we've had conversations on the phone years ago. I recognize something else.
00:00:34 Tyler Romeril
So Tyler Rommel with development team, a couple. I think the last planning commission meeting a zone change came through for a piece of property that development team owns that's right in this area. In 2019, we brought

through Iron Horse and had a residential development overlay approved. The overlay has 15 pods. Of those pods, eight of them are residential estates, two are R1, and five are mixed use. The five mixed use pods fall generally along Cross Hollow Road, and then fall up what we call Hidden Canyon, which is across from Silver Saddle, going up the center of the project.

00:01:26 Tyler Romeril

Just so we had some flexibility on the type of housing that went in there or commercial. The Levitt Group is looking at building a new headquarters on this property right here. That pod has been designated as mixed use. The maximum building height in mixed use is 35 feet. We're wanting to build a three-story building, and the maximum in the commercial zone is 50 feet.

00:01:57 Tyler Romeril

We have two options to be able to get there. One is to bring the RDO before the city council and have them undo it all, and open that can of worms, then bring and realign the pod to the use, or to do a development agreement, which would give us an exception to be able to, in this zone only, in that pod in that area only, go up to 50 feet.

00:02:24 Tom Jett

Or we could change the ordinance.

00:02:30 Tyler Romeril

So that's the purpose of this development agreement. It allows this parcel of property to build 50 feet rather than hit the 35 foot cap.

00:02:40 Randall McUne

So it's an office building. It will be.

00:02:53 Randall McUne

Do you have the agreement that they proposed? In the cap is that a city?

00:02:56 Jennifer Davis

That city ordinance.

00:02:58 Kent Fugal

This is the one they proposed.

00:03:00 Jennifer Davis

Do we have others that have exceeded that successfully?

00:03:09 Tyler Romeril

So if you're asking if other buildings went above and beyond what ordinance allowed them to do, yes, there's probably something out there.

00:03:18 Randall McUne

I don't know for sure. We've done it for mixed use. We've done it for other ones. What is now the Burgess's Hotel was the Mayor's Hotel for a brief moment. That one came in Board of Adjustments and got a variance to go a couple feet higher. We've got a few just in other zones. Obviously the goal of mixed use is that concept of we're intentionally putting residential and commercial together. So they've made some modifications to standard commercial, including changes in use that aren't allowed in mixed use that are allowed in commercial. To have that in mind.

00:03:53 Jennifer Davis

What is the standard for commercial?

00:03:56 Randall McUne

If you go into a normal commercial zone, the height is fifty. So this is just borrowing one term that's in your central commercial zone and moving it into your mixed use zone.

00:04:07 Kent Fugal

And if I could comment there as well, I don't think you know as far as staff that we would be real supportive of actually changing the ordinance. Because in general, in the mixed-use zone, having that height limitation is probably a good idea when you're surrounding those structures with residential development. But this is a special case. They're putting it on in a specific location. They're given the topography and everything else. They can make it fit into its environment. So I think that the development agreement is the appropriate route.

00:04:47 Kent Fugal
To try to address this particular issue, I offer that opinion.
00:04:51 Randall McUne
This is that narrow way of doing this. If you change the ordinance or change the zone, you bring in everything else with it. If you want that, then that's what they would recommend through that other process. This one is the single exception you're providing. We don't necessarily want to have a development agreement on every single project that ever comes through, but it can be nice to have. Just a simple exception and leave it at that. This would never qualify for a variance, so that's definitely out. Development agreement is the only way to do it without opening up the whole thing. Go. Can I note one other thing real quick, just procedurally? What you received in your packet—you glanced at it—I'm not quite sure why it went that way, other than we let Don go on vacation, which is a bad idea. What you received in your packet wasn't actually what the Leavitts proposed.
00:05:44 Randall McUne
Sorry, development team. Seems so generic. That's actually our template that we're now using. We had to add some legal terms to it like that. What you have sitting up here are essentially the development standards that they're asking you to approve. What I will likely do—this is probably more for you, Tyler, than just even for them—is if you guys give a thumbs-up recommendation, I'm going to take those terms and copy them over into the template. In the same basic location, but then use R terms for the rest of the contract. Sure, that's likely the direction will go. The main change from development agreements you've seen in the past, our outside counsel does not like development agreements. There's a bigger risk to the city when we step into contract law. We have no more protections than anybody else. Land use arena, we actually have some additional immunities.
00:06:36 Randall McUne
And so we've added into there some terminology that basically says you agree by doing this development agreement, you do not get to sue us under contract law. You'll still be under what's called the Land Use Development Management Act, all that lovely stuff under state law. Just to make sure the city is giving them the benefit they want without increasing the risk of taxpayer dollars having to go under contract law. So Eric, that was mine. Sorry, Tom, I interrupted you.
00:07:03 Jace Burgess
And so you're just asking for one building to be able to go
00:07:07 Tyler Romeril
Iron out all of commercial. It's a six-acre piece, and it'll just be one building that sits on it.
00:07:18 Jace Burgess
And this is in the park, kind of between Hidden Canyon and Walmart, like halfway.
00:07:26 Tyler Romeril
It's about halfway. We've got some dirt work going on in there right now.
00:08:01 Wayne Decker
Thank you, Any further comments from the city? Any further comments from the commission?
00:08:13 Tom Jett
First of all, I'll support it. But second of all, just from people I know, and all due respect to my good friend Kent, I think there needs to be further discussion through the planning commission and through the city council. On raising the height limits on, on all zones, have the discussion: the commercial, the downtown commercial, and rather than picking and choosing,
00:08:41 Jennifer Davis
This is mixed use, and so he said this is different. This is normally going to be among residential housing, and so I think that's not a discussion I would like to pursue.
00:09:01 Tom Jett
It has to go through the process. I would never do it for the agenda. Other than tonight, I'm not saying we have that discussion tonight. I understand. That's okay. Do you want to think about it a little bit? I visited with the fire department six months ago and said, 'Do you have the objection?' They said, 'If our ladder truck will reach it, we have no objection to it.' And we used limitations on our buildings in this public comment over the many last years.

I've been involved in agenda items. I've read the minutes. But we can't go more in this height because we can't do extrication with fires out. But with new technologies we have now for fire suppression.

00:09:53 Tom Jett

Extrication through new heavy equipment and so forth. People just have to recognize that, just like St. George, we're growing and the cost of land has gotten so expensive. You have no choice but to go vertical versus horizontal.

00:10:06 Jennifer Davis

And in a commercial zone, we have that already. We can.

00:10:11 Wayne Decker

Go 50 feet. Public hearing. Chairman.

00:10:23 Ann Clark

Sure, Tyler's not surprised we're going to jump up here. Here's my only thought about this whole thing. Dan Clark, I think we really have to think about what we. I don't want to say do favors because it's not that, but I think that we really have to be careful when we decide to change things, because if we change for one, we have to change for all. That's what I'm saying. And if the Levitskis, then why shouldn't anybody else get it? And I understand what Tom's saying. With the height of buildings, but then, what kind of a city do we want? Do we want to look like New York? Do we want to look where the buildings are so high we can't see out? The other thing is, I really am concerned when it's about around residential places, because see, here's the thing: if they build, maybe they can build their building first, and we can change the zoning, and then if people choose to build up to that building, that's their choice. But when we choose to now change the zoning

00:11:20 Ann Clark

It changes the way our city looks, and now we have this big commercial building among office buildings among residential. I just think that when you make a decision, you have to be very careful because when you're forward thinking on this, if they're going to come now, others will come or they will come again for the same kind of thing. And that's I think what's happened with the city. We've made a lot of exceptions along the way, saying, "Well, that wouldn't be bad. It won't be bad. It'll be okay." And then you get things built, and you go, "Oh my gosh, who ever approved that?"

00:11:53 Tyler Romeril

It's hard to say thank you. Just real quick, Chris Bonds, could you pull that map back up? I don't want anyone feeling like there's going to be homes staring at this office building. So you can see the topography. Is this crosshollow tank? Yes. So I don't know. That's cross-hallotake. That's cross-hallotake. Okay. So it's sorry

00:12:23 Kent Fugal

You're correct.

00:12:23 Tyler Romeril

It's gonna sit right here, and you can see the topography right in here. That's a hill. So all any single-family housing is gonna be built back in here. We're intentionally putting that up on that peninsula, so it blocks the views. That hill blocks the view of the building. So it's gonna be all on its own. We own the land all around it, so you know it's not like we're affecting neighbors that already have existing homes. Those homes will fall back here. That hilltop will act as a natural barrier to obstruct those views.

00:13:00 Tom Jett

I guess my logic is to somewhat agree with him. If they don't want to live there or see the view, then they don't have to buy or build near it. That's why I don't think we should restrict people's options. We have the option not to buy or build next to it.

00:13:19 Ann Clark

That's more important, Tyler. Over there across the hills, entire hill has been torn down and destroyed. Now I realize we have to do some, when you're building, you can't just build on a mountain peak. But I just want to know: is this going to be another thing where we just tear down the land? Do you know what I'm saying, Tyler? Because on Cross Hollows, that whole hill — if you look at it — it's just been wiped out, and so some of the beauty that we have is lost. And the town can take that; it can take some of it. But are we heading to a place where

we've just wiped down every hill? Every beautiful thing, because there is beauty in the raw land. So I just don't know — is it going to be?

00:14:09 Tyler Romeril

So when you say, are you talking like across from Silverside? There will not be anything like that happens again on our property. That was needed to be able to create an entrance in the commercial center. We're doing the existing homes in phases one through nine. I think if you've driven through there, you've seen we try to preserve the hills and tuck the homes into it. That's our hope. That's really our market. And if we go outside of that market

00:14:41 Tyler Romeril

We're going to lose whatever potential sales we could make. That's my hope to do that as limited as possible.

00:14:49 Jace Burgess

Is there a road that enters where that building is going to be from Cross Hollow? And the one they're cutting in right now.

00:14:56 Tyler Romeril

And as I sat down, I was pointing right here. This is the building. It's right here. So the road comes up that draw right there. The building sits on that peninsula right here, and you have the hill that wraps around.

00:15:13 Jace Burgess

What is the elevation difference from where that building will start to Cross Hollow?

00:15:18 Tom Jett

Road. It has to be three or four hundred feet.

00:15:22 Tyler Romeril

And we set it as low as we could on that peninsula, so we'd have enough water pressure from that tank. That's actually the only place we can build right now on that property. It's right there.

00:15:42 Wayne Decker

I don't want to tell a developer what they shouldn't be doing or what their preferences are, but I'm scratching my head with all that property that's owned by the developer. Why would they want to go vertical? Just a question in my mind. And fair enough if that's what they want for aesthetics. But if you're on a lot of property around it, they could go horizontal and still keep it under the limit, the height limit.

00:16:08 Tyler Romeril

To be able to get the water pressure to service the building, it's actually not that big of an area. It's big, but we're going to put in fifteen hundred employees, and to be that size, we have to go up three stories.

00:16:24 Wayne Decker

That's impressive, fifteen hundred. So that's cool. Gotcha. Thank you. Any more questions, comments, concerns, interests, jokes?

00:16:39 Steven Hitz

When does the Wells Fargo building go up for sale?

00:16:46 Tyler Romeril

So the Wells Fargo building is actually going to be maintained by Levitt Group. We're looking at renovating it right now. It's out for bid. We should start construction by the end of the year. There are some other properties on Main Street that will eventually go up for sale.

00:17:09 Kent Fugal

We need to close the public hearing first.

00:17:12 Wayne Decker

We'll close the public hearing.

00:17:12 Wayne Decker

Unless there's more comments. Close public hearing, and we're open for a vote.

00:17:20 Ann Clark

Sir, that concerns me. That then all of the property, like our main street, is going to go for sale. When you look at things that have come in, whether it's the Pizza Hut, we have a lot of empty buildings that are going to rack and ruin. So I think we also have to think about that. What are we creating? What are we leaving empty? What won't come in, especially I mean I've been very grateful to the Levitts about the Wells Fargo building that they're

restoring and saving it. But I do think, as we go along, we have to think about what we're doing because we're leaving a lot of empty Mavericks Pizza Huts.

00:17:59 Jace Burgess

All of those are purchased and being renovated. Pete's hut has been purchased.

00:18:06 Ann Clark

See, that would be good to know because nobody really knows. You never know. I don't know if the city ever announces it. They don't announce it. It's kind of like how they sell houses here. You don't know it's been sold till.

00:18:17 Jace Burgess

I guess. Inside is it cooked? There's houses. It's not everybody's, business. Yes. No. I'm trying to be a little. No. I agree with that.

00:18:31 Ann Clark

It's not everybody's business. But I'm just saying, when you drive around town and you see empty buildings, and you don't, and it's been months and months, and you don't see any, we have the five below now, and we see that that's been worked on. But when you don't see anything happening to them, then you think we're going to just empty out more buildings. So I'm glad to hear that something's going in.

00:18:50 Randall McUne

Thank you. Let me just note something on that as well. It's always nice to know that people care about our downtown. It really does matter. It's the heart of our community. I will note one statutory thing that applies here, which is the Ludma again. The state statutes don't allow us to tie one approval to another approval. So if you have different projects like this, they can do it. They can offer it, but we as a city can't step in and say we don't want you to go fifty feet because we want you to keep using a downtown building, even if we want to. State law would prohibit us. So please don't tie it to that. Even though we really hope you have good sales and bring in good businesses.

00:19:32 Wayne Decker

Either and then, thank you. Any more public hearing? We will close the public hearing then and accept the motion if there is one to be offered. I make a positive.

00:19:42 Tom Jett

Recommendation on public hearing for the development of Iron Horse Rd.

00:19:52 Wayne Decker

Seconded. We have a motion and a second. All in favor? Aye. Any opposed? Motion passes. We'll move on to number three: public hearing amendment plat. Are people here representing Platte and Platte? Carter, is that you, Carter?

Public Hearing closed

Tom Jett made a motion for a positive recommendation Wayne Decker made a 2nd, Motion passed.

00:19:52 Wayne Decker

Seconded. We have a motion and a second. All in favor? Aye. Any opposed? Motion passes. We'll move on to number three: public hearing amendment plat. Are people here representing Platte and Platte? Carter, is that you, Carter?

00:20:14 Wayne Decker

I don't see anybody here.

00:20:15 Randall McUne

This is just intended to be a public hearing. You're the one that's going to have to decide, Kent. Do you care?

00:20:25 Kent Fugal
We posted that we're having a public hearing. Go ahead and open public hearing. See if anyone wants to comment, and then there's not really a recommendation to be made.
00:20:41 Tom Jett
My my belief is very simple: you're not here to represent, to explain, or to answer questions. If we have questions, then it shouldn't even be discussed. I've said that about city council items. It's a staff.
00:20:56 Jennifer Davis
Decision on this one, so they've already made their decision based on this, and sounds like we just need to open the public hearing, close it, and move on.
00:21:12 Randall McUne
Legally that's correct. This is something that was in statute a couple years ago. We were making other modifications. It just requires either a public meeting or a public hearing, depending on certain factors. We don't always know those factors in times. We always list it as a public hearing. Even though most of them are just fine as a public meeting, and it's literally just to give the public a chance to come in and ask questions. There was a member of the public here who wanted to ask some questions, and that actually could be a pretty big deal. Otherwise, it is literally just to meet the requirements of the statute that are kind of interesting.
00:21:55 Randall McUne
We are specifically prohibited from requiring a public meeting or a public hearing on subdivisions, but they didn't remove it for amended ones. So it's kind of an oddity. I leave that to you for your opinions on that. Just know we're just trying to check the marks on the stamp.
00:22:10 Wayne Decker
I said what my thoughts are. So if I understand it correctly, to meet the legal protocol, we'll open this for a public hearing.

3. **Public Hearing** – Amended plat Bridgesource – 379 N 3550 W

Public Hearing open

00:22:20 Wayne Decker
Number three amended plat. A staff decision addressing three seventy nine North, thirty five fifty West, with plat flat. Does anyone want to address this as a public hearing?
00:22:31 Carter Wilkey
I got you now, Carter Melke. What exactly are they doing here?
00:22:37 Kent Fugal
That's what I was trying to break in to see if I could say something about it. What is proposed here? When the Amber Industrial subdivision was platted, there were two lots platted within the area in question here. There's one right in this area right here, if you can see my pointer, and another one down in here. The properties further to the west, west of this dotted dashed line that you see here, were not included in the original plat. The reason they weren't included in the original plat is because they annexed later than the rest of the property.
00:23:18 Kent Fugal
As the county was going through some vacation of the old underlying plat that used to be there, what they want to do now is this: this is the area where the concrete batch plant is proposed to go in. We have the rail spur that's going to be coming in with the offload facilities for it, and the applicant has laid out how they would like the lots in that area to be arranged and incorporate the property that wasn't previously part of the plat. So that's what they've got here. We had two lots, one here, one down here. Now we have the four lots that you see outlined on the plat. So that's the proposal. Does that help for you, Mr. Wilkie, on being able to comment?
00:24:15 Carter Wilkey
Sounds great to me. It looks like so before. There were four lots before, and they just redid the four lot boundaries.

CEDAR CITY ORDINANCE NO. 1118-26-1

AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT WITH DEVELOPMENT TEAM FOR PROPERTY LOCATED AT 2415 WEST 1250 SOUTH (IRON HORSE RDO), CEDAR CITY UTAH

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

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

WHEREAS, the City Council is agreeable to allow an increased height of a single office building to fifty feet (50') instead of the Mixed Use limit of thirty-five feet (35').

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

Council Vote:

Phillips –
Cox –
Wilkey –
Schmidt –
Galan –

This ordinance shall take effect immediately upon passage by the City Council and published in accordance with State Law.

Dated this ___ day of November, 2026.

_____
STEVE NELSON
MAYOR

[SEAL]
ATTEST:

_____
RENON SAVAGE
RECORDER

EXHIBIT A

Cedar City's Development Agreement with Development Team
Cedar City Ordinance 1118-26-1

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and among the City of Cedar City, a Utah municipal corporation, hereafter referred to as "City" and Development Team, LLC, the owner of the property contained in Iron County Parcel Number B-1709-0006-0000, hereafter referred to as "Owner" or "Developer," and the property hereinafter referred to the "Property" or as the "Project". The City and Owner are sometimes collectively referred to in this Agreement as the "Parties" or individually as a "Party."

RECITALS

A. Cedar City, acting pursuant to its authority under Utah Code Annotated §10-20-508 as amended and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the Project and, in exercise of its legislative discretion, has elected to enter into this Agreement.

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

C. The Project subject to this agreement is located entirely on Iron County Parcel Number B-1709-0006-0000 located in the vicinity of 2415 West 1250 South, Cedar City, Utah, with the legal description being contained in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

D. Parties acknowledge that the property is zoned Mixed Use (MU). With the understanding that the parties are bound by the terms of this Agreement. This Agreement is to regulate the intended land use for any undeveloped areas within the Project.

E. The Owner may complete the Project in one or more phases pursuant to one or more complete development applications to the City for development of a portion of the Project.

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

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

H. Owner desires to construct a commercial office building at the location identified in Exhibit C with a maximum building height of up to fifty (50) feet, without requiring an amendment to the RDO or a rezoning of such location from MU to Central Commercial.

I. This office building will be constructed on a minimum of six (6) acres, thereby advancing the purposes of the RDO by maintaining a lower development density and maximizing greenspace.

J. Consistent with the foregoing authorization and the provisions of Utah State law, the City's governing body has authorized execution of this Agreement by Ordinance 1118-26-1, a copy of which is attached to this Agreement as Exhibit "B".

AGREEMENT

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

I. Recitals.

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

II. Exhibits.

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

- Exhibit A - Legal Description of Property
- Exhibit B - Adopting Ordinance
- Exhibit C – Location of Commercial Office Building

III. Party Obligations and Modification(s) to Ordinance Requirement(s).

A. Authorized Building Height. Notwithstanding any provision of the RDO, the Cedar City Land Use Ordinance, or any other applicable zoning regulation to the contrary, the City hereby authorizes Developer to construct a commercial office building at the location identified on Exhibit B with a maximum building height of up to fifty (50) feet. The Parties acknowledge and agree that this approval is specific to the office building site identified on Exhibit B and shall not apply to any other property within the Project.

B. No Rezoning or RDO Amendment Required. The City acknowledges and agrees that the approval granted pursuant to this Agreement shall not require an amendment to the RDO nor a rezoning of the affected properties from MU to CC, provided the requirements of this Agreement are satisfied.

C. Density Limitation. As a material inducement for the City to enter into this Agreement and grant the height exception described herein, Developer agrees that the office building site identified on Exhibit B shall contain a minimum of six (6) acres. Developer further agrees that no subdivision, lot line adjustment, or other land division shall be approved or recorded that would reduce either office building site below six (6) acres without the prior written approval of the City Council.

D. Open Space Preservation. Developer acknowledges that the authorization to construct the office building up to fifty (50) feet in height is granted in consideration of the reduced development density and increased open space provided by the minimum six (6) acre site requirement. Developer shall maintain the site layout substantially consistent with the objectives of preserving open space, maintaining view corridors, and promoting compatibility with the surrounding development within the Project.

E. Compliance with RDO. Except as expressly modified by this Agreement, the development of the office building site shall remain subject to all applicable provisions of the RDO, applicable development agreements, subdivision approvals, City ordinances, building regulations, engineering standards, and other requirements of City.

IV. Vested Rights and Reserved Legislative Powers.

A. Zoning; Vested Rights. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants Owner all rights to use this property as allowed by this Agreement, but the Parties do not intend to modify, amend, or abridge any of the codes, rules, requirements, benefits, or obligations found within the City's ordinances. As of the date of this Agreement, the Parties confirm that the use reflected in this Agreement is agreed upon despite being inconsistent with City's Zoning Ordinance.

B. Reserved Legislative Powers. Owner acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Owner with respect to use under the zoning designations of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, which the City's land use authority finds, on the record, are necessary to prevent a physical harm to third parties, which harm did not exist at the time of the execution of this Agreement, and which harm, if not addressed, would jeopardize a compelling, countervailing public interest pursuant to Utah Code Ann. 10-20-902(1)(a)(ii), as proven by the City by clear and convincing evidence. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; and, unless in good faith the City declares an emergency, Owner shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

C. Application under City's Future Laws. "Future Laws" means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a

development application is submitted for a part of the Project and which may or may not be applicable to the development application depending upon the provisions of this Agreement. Without waiving any rights granted by this Agreement, Owner may at any time, choose to submit a development application for the entire Project under the City's Future Laws in effect at the time of the development application so long as Owner is not in current breach of this Agreement.

V. Term.

This Agreement takes effect on the date on which it has been signed by both Parties (the "Effective Date"). If the Parties sign on different dates, the Effective Date is the later of those dates. Upon recordation, this Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this Agreement shall not extend further than a period of twenty (20) years from its date of recordation in the official records of the Iron County Recorder's Office.

For the portions of the property that are developed prior to the expiration of this agreement, the terms and conditions herein regulating the use of the property shall survive the expiration of this agreement.

VI. General Provisions.

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

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

If to Owner: Development Team, LLC
176 West 725 South
PO Box 1027
Cedar City, UT 84721

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

B. Mailing Effective. Notices given by mail shall be deemed delivered upon deposit with the U.S. Postal Service in the manner set forth above. Notices that are hand delivered or delivered by nationally recognized overnight courier shall be deemed delivered upon receipt.

C. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.

D. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

E. Authority. The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Owner represents and warrants that each party is fully formed and validly existing under the laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.

F. Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the Parties and supersedes all prior agreements, negotiations, and discussions concerning the subject matter hereof.

G. Amendment of this Agreement. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Iron County Recorder's Office. The Parties agree to, in good faith, apply for, grant, and approve such amendments to this Agreement as may be necessary or reasonably required for future phases consistent with this Agreement and with the approval granted by the Cedar City Council.

H. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and the Owner's ability to complete the Project is not defeated by such severance.

I. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The Parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent

jurisdiction located in Iron County, Utah, and the Parties hereby waive any right to object to such venue.

J. Waiver of Contractual Claims and Limitation of Remedies.

a. Waiver of Contractual Remedies. Developer explicitly acknowledges and agrees that, by entering into this Agreement, it waives, releases, and relinquishes 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. Developer agrees 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. Developer's 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. Developer acknowledges 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 Developer's knowing and voluntary waiver of contractual claims.

K. Attorney's Fee and Costs. If any Party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and court costs.

L. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors in interest and assigns.

M. Assignment. The rights of the Owner under this Agreement may be transferred or assigned, in whole or in part. Owner shall give notice to the City of any assignment at least thirty (30) days prior to the effective date of the assignment. The provisions of this paragraph shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Owner complying with applicable law and the requirements of this Agreement. The provisions of this paragraph shall also not prohibit Owner's sale of completed subdivision lots within the Project.

N. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

O. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above:

OWNER: DEVELOPMENT TEAM

By:_____

Printed Name:_____

Title: _____

STATE OF)

:ss.

COUNTY OF)

On this _____ day of _____ 2026, _____personally appeared before me and duly acknowledged to me that s/he signed the above and foregoing document.

_____

NOTARY PUBLIC

CITY:

_____

STEVEN NELSON
MAYOR

[SEAL]

ATTEST:

_____

AMBER RAY
CITY RECORDER

STATE OF UTAH)

:ss.

COUNTY OF IRON)

This is to certify that on the ____ day of _____ 2026, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Steven Nelson, known to me to be the Mayor of Cedar City Corporation, and 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.

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

_____

NOTARY PUBLIC

Exhibit A

Legal Description

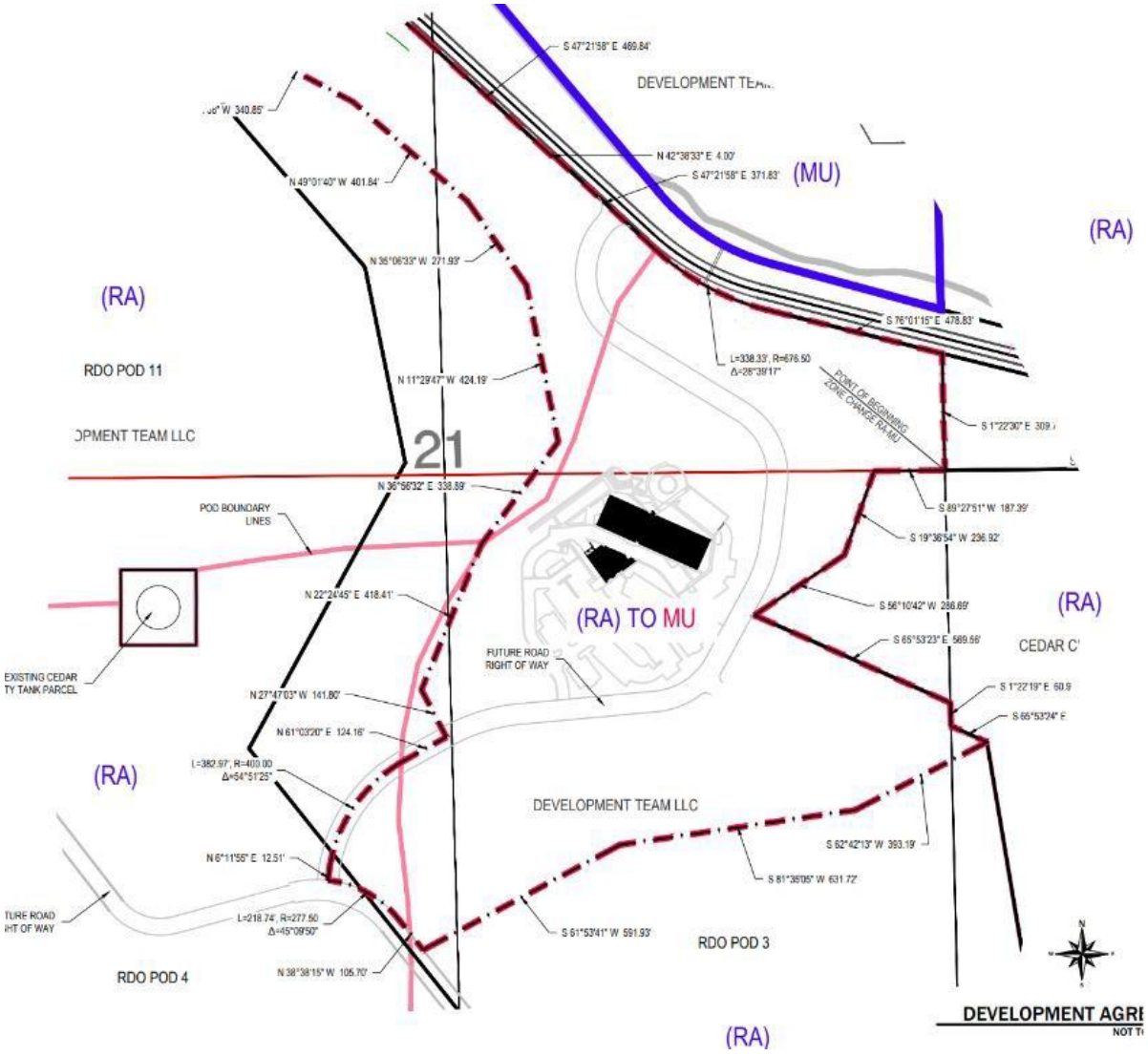
Exhibit B

Adopting Ordinance

Exhibit C

Approximate Location of Intended Building

Commercial Building Location



CEDAR CITY COUNCIL
AGENDA ITEMS - #04
DECISION PAPER

TO: Mayor and City Council

FROM: City Manager

DATE: November 2, 2026

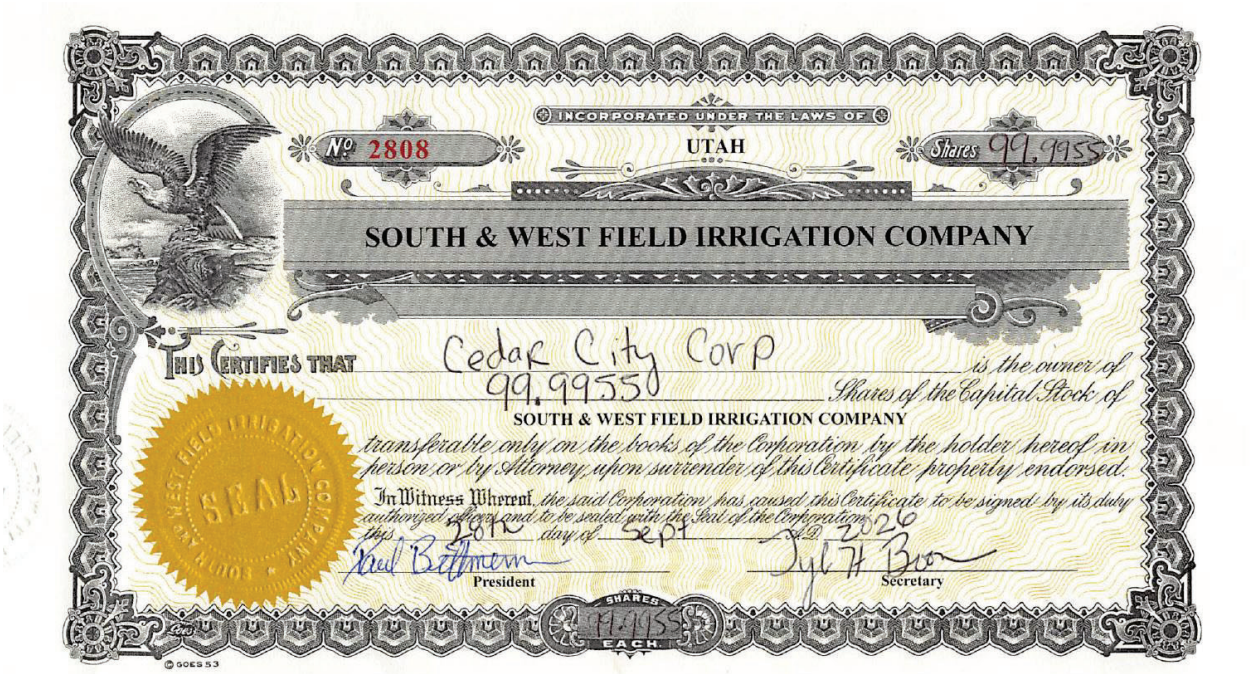
SUBJECT: Water contribution agreement with Development Team.

In 2025 Cedar City and Development team entered into an agreement where Development Team would dedicate underground water rights to City before they developed. The City would put the water rights to beneficial use within our system and keep track so we could give Development the appropriate amount of credit toward their water acquisition requirements as they develop subdivisions.

Earlier this year Cedar City and Development Team amended the 2025 agreement to include 99.7355 shares of South and West Field Irrigation Company. As with the underground water rights, Cedar City would own the surface shares, use them, and as Development Team subdivides land Cedar City would credit the surface shares toward their water acquisition requirements.

After Cedar City accepted 99.7355 shares the irrigation company and Development Team noticed an error related to the amount of surface shares. Development Team rectified the error and secured replacement shares from the Irrigation Company. This addendum will correct the error in our records and set the new contribution of surface shares in South and West Field Irrigation Company from Development Team to Cedar City at 99.9955 shares.

Attached is a copy of the irrigation stock certificate and a copy of the written addendum. If you have any questions, please ask. Please approve the proposed addendum.



INCORPORATED UNDER THE LAWS OF
UTAH

No. 2808

Shares 99.9955

SOUTH & WEST FIELD IRRIGATION COMPANY

THIS CERTIFIES THAT Cedar City Corp is the owner of 99.9955 Shares of the Capital Stock of SOUTH & WEST FIELD IRRIGATION COMPANY transferable only on the books of the Corporation by the holder hereof in person or by Attorney, upon surrender of this Certificate properly endorsed.

SOUTH & WEST FIELD IRRIGATION COMPANY SEAL

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation this 28th day of Sept A.D. 2026

President

Secretary

SHARES 11.1155 EACH

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

This Amendment No. 1 to Addendum No. 1 to the Water Right Contribution Agreement ("Amendment") is made effective as of ____ September 2026, by and between Cedar City Corporation, a Utah municipal corporation ("City"), and Development Team, LLC, a Utah limited liability company ("Development Team"). City and Development Team may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Parties entered into that certain Water Right Contribution Agreement effective January 15, 2025 (the "Agreement").

B. The Parties subsequently entered into that certain Addendum No. 1 to the Water Right Contribution Agreement effective April 30, 2026 ("Addendum No. 1") which conveyed 99.7355 South & West Field Irrigation Company (“S&WFIC”) shares from Development Team to City.

C. Following the execution of Addendum No. 1, Development Team discovered that 0.24 S&WFIC shares included in the conveyance had been transferred to Development Team without the consent of the lawful owner. Upon discovery, Development Team caused those shares to be reconveyed to the lawful owner and subsequently acquired replacement S&WFIC shares.

D. The Parties desire to amend Addendum No. 1 to increase the number of S&WFIC shares contributed by Development Team to City from 99.7355 shares to 99.9955 shares.

E. Except as expressly modified herein, the Agreement and Addendum No. 1 shall remain unchanged and in full force and effect.

AGREEMENT

1. Amendment to Recital D
Recital D of Addendum No. 1 is hereby deleted in its entirety and replaced with the following:

"D. Development Team desires to contribute 99.9955 shares of South & West Field Irrigation Company to City pursuant to the terms of this Addendum."

2. Amendment to Section 2

Section 2 of Addendum No. 1 is hereby amended by replacing the reference to 99.7355 shares with 99.9955 shares, so that Section 2 shall read as follows:

Development Team shall contribute to City 99.9955 shares of South & West Field Irrigation Company ("S&WFIC Shares"). Such S&WFIC Shares shall be contributed under the same terms, conditions, representations, warranties, and administrative procedures set forth in the Agreement, including but not limited to Article IV (City's Receipt and Administration of the Initial Subject Water Rights), unless expressly modified herein.

3. Amendment to Section 4(A)

Section 4(A) of Addendum No. 1 is hereby amended by replacing the reference to 99.7355 S&WFIC Shares with 99.9955 S&WFIC Shares, so that Section 4(A) shall read as follows:

Development Team shall cause the 99.9955 S&WFIC Shares to be properly conveyed and transferred to City in accordance with the governing documents of S&WFIC and applicable Utah law.

4. Ratification

Except as expressly amended hereby, all terms and provisions of the Agreement and Addendum No. 1 remain unchanged and in full force and effect and are hereby ratified and confirmed.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date first written above.

[Remainder of page left intentionally blank]

Cedar City Corporation:

_____ Date: _____
STEVE NELSON
MAYOR

[SEAL]
ATTEST:

_____
AMBER RAY
CITY RECORDER

STATE OF UTAH)
:ss.
COUNTY OF IRON)

This is to certify that on the _____ day of _____ 2026, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Steve Nelson, known to me to be the Mayor of Cedar City Corporation, and 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

Development Team, LLC:

By: _____ Date: _____
Tyler Romeril, President

STATE OF UTAH
:ss.
COUNTY OF _____)

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

By:_____

CEDAR CITY CITY COUNCIL
AGENDA ITEM #05
STAFF INFORMATION SHEET

To:	Mayor and City Council
From:	Kent Fugal/Shane Johnson
Council Meeting Date:	November 4, 2026
Subject:	**Sewer Lift Station and Pressure Main Infrastructure Reimbursement Agreement with Cedar City, Iron County, and BZI Innovation Park.**
Discussion:	The BZI Innovation Park is constructing the regional master-planned lift station and pressure main. There are upsizing costs owed to BZI in the amount of $2,577,907.96. This cost would be shared by Cedar City and Iron County. The agreed percentage split between Cedar City and Iron County will match the previous agreement for the 30-inch gravity line of 62.3% to Cedar City and 37.7% to Iron County. Using the above percentages, the cost to Cedar City is $1,606,036.66 and the cost to Iron County is $971,871.30. Attached is an agreement between Cedar City, Iron County, and BZI. It memorializes the cost for the upsizing, the split between the governmental entities, and that the City's costs will be paid over ten (10) years in equal payments upon receipt of an invoice from BZI. These payments will begin the year following the City's final payment to BZI for the 30-inch sewer reimbursement. Please consider approval of the attached agreement. Thank you.

REIMBURSEMENT AGREEMENT for the IRON SPRINGS SEWER LIFT STATION and PRESSURE MAIN

THIS REIMBURSEMENT AGREEMENT (this "Agreement") is made and entered into as of November 11, 2026 (the Effective Date"), by and between BZI Innovation Park, LLC, a Utah limited liability company, for itself and for its successors and assigns ("Developer"), Iron County, a political subdivision of the State of Utah ("County") and Cedar City, a municipal corporation of the State of Utah (the "City"). Developer, County, and City may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Developer is proposing to install a new City-operated sewer lift station and pressure main for its approximately 825 acre development project located at 1356 N Iron Springs Road, Cedar City, UT 84721 (the "Project") at the size required by City and County codes and standards.

WHEREAS, The City and County seek to have the sewer lift station within the Project upsized to accommodate additional off-site uses and both the City and County at large.

WHEREAS, The City and County previously agreed to reimburse Developer for the cost of upsizing gravity sewer main lines inside BZI Innovation Park ("30-inch Sewer Agreement").

WHEREAS, The City and County have determined that it is necessary and in the best interest of the public health, public safety, and general welfare of the City and County that they reimburse Developer for the cost of upsizing the additional sewer infrastructure including a sewer lift station and pressure sewer main extended to 4500 West in Cedar City;

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. **Sewer Lift Station and Pressure Main.** Developer is proposing to install a sewer lift station and pressure main through its project at the size required by City and County codes and standards. The City and County seek to have the sewer lift station within the development upsized to accommodate additional off-site uses and the City and County at large. The upsized lift station including wet well, pumps and other related lift station infrastructure is a system improvement. The estimated costs of the sewer lift station are set forth, and agreed to as shown, in the attached **Exhibit A**.

2. **System Improvements Reimbursement.** The upsizing of the sewer lift station described above and in **Exhibit A** are each a System Improvement and collectively the "System Improvements." The City and County agree to reimburse Developer for the System

Improvements in an amount equal to the agreed upon costs of the System Improvements (the "Reimbursement Amount").

3. **City and County's Respective Share of the Reimbursement Amount**. City and County have reviewed and analyzed the benefit that the System Improvements shall have on their respective communities and agreed to split the Reimbursement Amount according to the following percentages:

   City to pay 62.3% or $1.606,036.66
   County to pay 37.7% or $971,871.30

4. **Payment of the Reimbursement Amount.** City and County shall pay their respective share of the Reimbursement Amount as follows:

   a. The City shall pay its share of the Reimbursement Amount upon completion and approval of the System Improvements and Developer providing City the actual final cost of the System Improvements.
      i. City's payment shall be made in ten (10) equal payments of one hundred sixty thousand six hundred and three dollars and sixty-seven cents ($160,603.67) over a ten (10) year period. The ten (10) year repayment period shall not start until the year following the completion of the City's payments to BZI per the 30-inch Sewer Agreement.
      ii. Payments shall be made to BZI when City receives an annual invoice from BZI. The timing of the invoice shall be approximately the same as the anniversary date of the signing of this agreement.
      iii. City agrees to explore public funding mechanisms (e.g., federal and state grants) to accelerate the reimbursement timing and may pay its share of the Reimbursement Amount earlier than outlined above. Developer agrees to support City in its efforts to secure such public funding mechanisms.

   b. The County shall pay its share of the Reimbursement Amount upon completion and approval of the System Improvements and Developer providing Iron County the actual final cost of the System Improvements. The County's payment shall be made as follows:
      i. Developer acknowledges receipt of five hundred fifteen thousand dollars and no cents ($515,000.00) from Iron County dated 6/18/2025 ("County Pre-Payment") as noted in the 30-inch Sewer Agreement. The County Pre-Payment exceeded Iron County's share of the Reimbursement Amount under the 30-inch Sewer Agreement by Thirty-two thousand seven hundred and fifty-nine dollars and twenty-six cents ($32,759.26). An additional payment of fifty thousand dollars and no cents ($50,000.00) will be made by the County to the developer on or before December 31st 2026. The combined total is considered ("Excess Payment"). The Excess Payment will be credited against the County's share of the Reimbursement Amount under this agreement ("County Credit").

ii. Eight hundred eighty-nine thousand one hundred twelve dollars and four cents ($889,112.04) is the estimated difference between the County Credit and the County's Reimbursement Amount ("County's Reconciled Reimbursement Amount"). The County's Reconciled Reimbursement Amount shall be made in five (5) equal payments of one hundred seventy-seven thousand eight hundred twenty-two and forty-one cents ($177,822.41) over a five-year period. Payments shall be made to BZI when County receives an annual invoice from BZI. The timing of the invoice shall be approximately the same as the anniversary date of the signing of this agreement. Iron County shall pay each invoice within thirty (30) days from receipt of the invoice.

iii. If County has not paid in full its share of the Reimbursement Amount within five (5) years of the Effective Date, such unpaid balance shall become immediately due and payable in full by the County.

c. City and County acknowledge the System Improvements are in the process of construction and therefore the final costs are estimated at this time. Upon completion of System Improvements, Developer will present the final costs of the System Improvements to City and County for review ("Final Costs"). City and County agree to adjust the final Reimbursement Amount based on the "Final Costs" and make reimbursement payment to the Developer according to this Section 4.

5. **Choice of Law.** This agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

6. **Entire Agreement.** With the exception of the prior stand-alone 30-inch Sewer Agreement, this Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, written or oral, regarding the subject matter hereof.

7. **Modification.** This Agreement may only be modified or altered by a writing signed by both parties.

8. **Attorney Fees.** In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

9. **Execution.** This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.

10. **Severability.** The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of

competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or unenforceability of the remaining provisions hereof.

11. **Third-Party Beneficiary Interests.** Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and/or their respective successors and assigns; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement and/or their respective successors and assigns.

12. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

13. **Future Annexation policy and sewer connections.** Cedar City and Iron County agree to continue to work together in good faith toward agreements related to future annexation and development policies; future agreements related to costs to expand sewer transmission lines and the sewer treatment plant; future agreements related to capacity each governmental entity will have in an expanded sewer plant and expanded transmission lines.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

CITY: CEDAR CITY, a _____ By:_____ Name:_____ Its:_____ [seal] Attest: _____ Amber Ray, City Recorder	COUNTY: IRON COUNTY, a political subdivision of the State of Utah By:_____ Name:_____ Its:_____ Approved as to form and legality: County Attorney By: County Recorder By:

DEVELOPER:

BZI INNOVATION PARK, LLC,
a Utah limited liability company

By BZI Group, Inc.,
a Delaware corporation,
its manager

By:_____
Name:_____
Its:_____

EXHIBIT A

System Improvements

BZI Park Sewer Reimburement Cost										
ITEM	DESCRIPTION	UNIT	QTY	Reg Cost (Developer)	Actual Unit Cost	Reg Amount (Developer)	Actual Amount	Difference (City/County Share)	City Portion (62.3%)	County Portion (37.7%)
Sewer Lift Station Items										
3	Mobilization	LS	1	$1,424,113.79	$1,424,113.79	$1,424,113.79	$1,424,113.79	$0.00	$0.00	$0.00
4	Clearing and Grubbing	LS	1	$4,450.00	$5,000.00	$4,450.00	$5,000.00	$550.00	$342.65	$207.35
5	Perimeter Wall	LF	335	$104.89	$111.58	$35,137.67	$37,380.50	$2,242.83	$1,397.28	$845.55
6	6" Thick Graval Service Road	LS	1	$183,089.50	$183,089.50	$183,089.50	$183,089.50	$0.00	$0.00	$0.00
7	Site Preperation/Grading	LS	1	$91,245.03	$102,522.51	$91,245.03	$102,522.51	$11,277.48	$7,025.87	$4,251.61
8	Lift Station Structure/Mechanical	LS	1	$780,166.35	$1,182,070.23	$780,166.35	$1,182,070.23	$401,903.88	$250,386.12	$151,517.76
9	Lift Station Piping	LS	1	$37,687.82	$538,397.42	$37,687.82	$538,397.42	$500,709.60	$311,942.08	$188,767.52
10	Lift Station Electrical	LS	1	$201,164.42	$248,351.14	$201,164.42	$248,351.14	$47,186.72	$29,397.33	$17,789.39
11	Backup Generator/Tank	LS	1	$47,850.05	$478,500.50	$47,850.05	$478,500.50	$430,650.45	$268,295.23	$162,355.22
16" Pressure Main										
12	16" Pressure Sewer Line	LF	10,600	$17.84	$127.40	$189,063.00	$1,350,450.00	$1,161,387.00	$723,544.10	$437,842.90
13	Air Vacs	EA	5	$4,400.00	$8,800.00	$22,000.00	$44,000.00	$22,000.00	$13,706.00	$8,294.00
14	Rail Crossing	LS	1	$251,815.00	$251,815.00	$251,815.00	$251,815.00	$0.00	$0.00	$0.00
15	Utility Connections	LS	1	$45,664.75	$45,664.75	$45,664.75	$45,664.75	$0.00	$0.00	$0.00
					Lift Station Totals:	$2,804,904.63	$4,199,425.59	$1,394,520.96	$868,786.56	$525,734.40
					16" Pressure Main Totals:	$508,542.75	$1,691,929.75	$1,183,387.00	$737,250.10	$446,136.90
					Combined Totals:	$3,313,447.38	$5,891,355.34	$2,577,907.96	**$1,606,036.66**	**$971,871.30**
								Existing Credit:		$32,759.26
								2026 Payment:		$50,000.00
								Remaining Due:		$889,112.04
								Per Year over 5 YRS:		**$177,822.41**
								Per Year over 10 YRS:	**$160,603.67**	

BZI Innovation Park Lift Station

Cost Breakdown

No.	Description	Quantity	Units	Unit Price	Subtotal		BZI Share		Government Share		Notes
1	Mobilization	1	LS	$ 1,424,113.79	$ 1,424,113.79	100%	$ 1,424,113.79	0%	$ -		Mobilizing equipment and permits will not change significantly for any option
2	Clearing and Grubbing	1	LS	$ 5,000.00	$ 5,000.00	89%	$ 4,450.00	11%	$ 550.00		780 of 7140 not required.
3	Cinder Block Perimeter Wall	335	LF	$ 111.58	$ 37,380.50	94%	$ 35,137.67	6%	$ 2,242.83		Perimeter wall may be reduced by 20' with single pump and backup.
4	6" Thick Gravel Service Road	1	LS	$ 183,089.50	$ 183,089.50	100%	$ 183,089.50	0%	$ -		Service road had to be constructed regardless of size
5	Site Preparation / Grading	1	LS	$ 102,522.50	$ 102,522.50	89%	$ 91,245.03	11%	$ 11,277.48		780 of 7140 not required.
6	Furnish & Install Lift Station Structural / Mechanical Bldg.	1	LS	$ 1,182,070.23	$ 1,182,070.23	66%	$ 780,166.35	34%	$ 401,903.88		Size would be 2/3 of original due to 1 pump not being required
7	Furnish & Install Lift Station Piping / Appurtenances	1	LS	$ 538,397.42	$ 538,397.42	7%	$ 37,687.82	93%	$ 500,709.60		208 gpm required by BZI, 3000 gpm available
8	Furnish & Install Lift Station Electrical	1	LS	$ 248,351.14	$ 248,351.14	81%	$ 201,164.42	19%	$ 47,186.72		2/3 of the wiring due to 1 pump not being required, transformer, breakers still needed so 15% added back
9	Emergency Generator / Propane Tank	1	LS	$ 478,500.50	$ 478,500.50	10%	$ 47,850.05	90%	$ 430,650.45		Main generator purpose is pumps, 3% added for lighting
10	16" DR18 C900 (Green or Purple) PVC Pressure Sewer Main W/ Thrust Blocking & Tracer Tape	10600	LF	$ 127.40	$ 1,350,450.00	14%	$ 189,063.00	86%	$ 1,161,387.00		6" required by BZI, 16" for Cedar City (percent by flow area)
11	2" Air Vac Valve Assembly	5	EA	$ 8,800.00	$ 44,000.00	50%	$ 22,000.00	50%	$ 22,000.00		1" required for BZI
12	Rail Crossing	1	LS	$ 251,815.00	$ 251,815.00	100%	$ 251,815.00	0%	$ -		Rail crossing would be required regardless of size, pipe dimensions accounted for in previous line
13	Utility Connections	1	LS	$ 45,664.75	$ 45,664.75	100%	$ 45,664.75	0%	$ -		Utility connections would be required regardless of size
					$ 5,891,355.33		$ 3,313,447.38		$ 2,577,907.95		
							56%		44%		

CEDAR CITY CITY COUNCIL
AGENDA ITEM #06
STAFF INFORMATION SHEET

To:	Mayor and City Council
From:	City Engineer
Council Meeting Date:	November 4, 2026
Subject:	**Consider a Cooperative Agreement for Local Betterments with the Utah Department of Transportation for the South Cedar Interchange Reconstruction Project**

Discussion:

City staff has been working with the Utah Department of Transportation (UDOT) regarding local betterments needed to be included with the South Cedar Interchange Project.

As shown on the attached agreement, the items being added to the project to meet City needs are for the relocation/replacement of an old 16-inch waterline that crosses I-15 and the addition of lighting on Main St. north of Cedar Blvd. The costs for these items total $1,476,986, broken down as follows:

1. Waterline relocation/replacement (Items 1-5 in table); $1,051,986.
2. Lighting (Item 6 in table); $425,000.

Please note that budgeting for the waterline improvements has been discussed in previous Council meetings. The lighting improvements include those luminaires that were included in the project for which we received bids recently but that was not awarded for Phase 3 of our RDA-funded lighting improvements on Main St. That contract was not awarded due to the need to have the improvements constructed concurrently with UDOT's roadway construction due to construction feasibility issues. The lighting improvements also include some new luminaires on Cedar Blvd.

Action Requested: Approval of the proposed cooperative agreement for local betterments with UDOT and authorization for the Mayor to sign.

State of Utah
Department of Transportation

Cooperative Agreement **UDOT Performing Work for Local Agency**	Project Description: South Cedar Interchange Local Agency: Cedar City	Estimated value of scope of work $ 1,476,986.00
Pin# 21678 Job/Project: 56491	Project #: F-I15-2(94)56 Project Name: I-15 South Cedar Interchange & Widening	

THIS AGREEMENT, made and entered into executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **"UDOT"**, and Cedar City, a political subdivision of the State of Utah, hereinafter referred to as the **"Local Agency."**

Local Agency has requested that the Work be included in **UDOT**'s Project. Subject to the attached provisions, **UDOT** will include the following items into the above referenced Project. Upon signing this Agreement, **Local Agency** agrees that the costs shown are estimates and that the **Local Agency** will be responsible for paying the actual costs associated with these items included in the Project. If a lump sum payment is specified, **Local Agency** will not pay for any additional costs beyond the lump sum payment amount.

Description of Work: The Local Agency has worked with UDOT to incorporate the following items into the South Cedar Interchange Project.

List or Description of Items

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
#1	*30 Inch Steel Casing*	486 ft	$551.00	$267,786.00
#2	*16 Inch DIP, Class 50*	2,690 ft	$280.00	$753,200.00
#3	*Combination Air Valve*	4 ea	$3,500.00	$14,000.00
#4	*Blow off Valve*	2 ea	$3,500.00	$7,000.00
#5	*16" Waterline Connection*	2ea	$5,000.00	$10,000.00
#6	*Highway Lighting System Cedar BLVD, Main St*	1 Lump	$425,000.00	$425,000.00
			Estimated Total Cost	$ 1,476,986

The total estimated cost or lump sum is due within 30 days of receiving the invoice from **UDOT**. The **Local Agency** shall submit payment of said amounts with **UDOT's** Comptroller's Office located at UDOT/COMPTROLLER, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500.

Total Estimated Reimbursement to UDOT is $ 1,476,986.00

Provisions

UDOT will include the Local Agency's requested Work provided that the Local Agency pays the actual costs UDOT incurs or a lump sum. The Local Agency agrees that UDOT's Project will not be delayed as a result of adding the Work and the Work will not be added to the bid package until this Agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer to correct or clarify issues during construction and perform the necessary inspection for the Work installed by UDOT's Contractor. The Local Agency engineer and/or inspector shall work with and through UDOT's Resident Engineer and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. UDOT will require its Contractor will perform the described Work in accordance with the plans and specifications approved by the parties. The Local Agency, through its inspection of said Work, will provide UDOT's Resident Engineer with information covering any problems or concerns with acceptance of the Work upon completion of construction.

Access for maintenance and servicing of the Local Agency property located within state right-of- way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain a permit and abide by the conditions of the permit in accordance with Utah Administrative Code R930-7 and R930-6.

I. Liability:
UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

To the extent it may be lawfully do so, the Local Agency releases UDOT from any responsibility or liability that may result from the Local Agency's operation or maintenance activities.

UDOT's periodic plan and specification review or construction inspection arising out of the performance of the Project does not relieve the Local Agency of its duty concerning the performance of the Work or to ensure compliance with acceptable standards.

II. Termination:

This Agreement may be terminated as follows:

a. By mutual agreement of the parties, in writing;

b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination. If the party does not remedy the breach within the reasonable time period, the other party may terminate the Agreement. If Local Agency terminates the Agreement, the Local Agency shall be responsible for all the costs UDOT incurs for the Work prior to the termination; or

c. By UDOT for the convenience of the State upon written notice to the Local Agency.

III. Maintenance:
Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah State Code Section 72-3-109 and applicable rules.

IV. Payment and Reimbursement to UDOT:

The Local Agency agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the work scope being modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this Agreement, funding for other Local Agency

projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:
If the Local Agency's project scope or schedule changes from the original Agreement, the Local Agency shall notify the UDOT Project Manager before any changes are made. Any costs incurred by UDOT, as a result of the scope or schedule changes, will be the responsibility of the Local Agency.

Any modification to this Agreement must be approved in writing by the parties is required prior to the start of work on any changes or additions.

VI. Miscellaneous:

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement.

The parties may execute this Agreement in counterparts.

VII. Content Review:

Language content was reviewed and approved by the Utah AG's office on February 11, 2015.

Local Government Name				**Utah Department of Transportation**			
By		Date		By		Date	
Title/Signature of Official				Project Manager, Devin Squire			
By		Date		By		Date	
Title/Signature of additional official if required				Region Director, Kirk Thornock			
By		Date		By		Date	
Title/Signature of additional official if required				Contract Administrator			

CEDAR CITY COUNCIL

AGENDA ITEM #07

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: November 4, 2026
SUBJECT: Termination of Lease Agreement – Southern Utah University – Cedar City Regional Airport

DISCUSSION:

On September 11, 2020, Cedar City Corporation entered into a Lease Agreement with Southern Utah University (SUU) for approximately 10,030 square feet of improved airport property located at Cedar City Regional Airport. During October 2026, staff and SUU representatives met to discuss the status of the lease. Both parties have mutually agreed to terminate the agreement.

SUU's intent in terminating the lease is to sell the improvements on the property to 5BY5 Connections, LLC. Cedar City Corporation's intent is to immediately enter into a new lease agreement with 5BY5 Connections, LLC for the same parcel. All past lease payments from SUU are agreed to constitute payment in full, and upon execution of the termination agreement, both parties will be released from any further liability under the original lease.

The termination is consistent with the City's interest in maintaining continuous aeronautical use of the property and facilitating the transition to the incoming tenant. Staff recommends approval of the termination agreement as presented.

Please consider approving the Termination of the Lease Agreement dated September 11, 2020 between Cedar City Corporation and Southern Utah University, and authorizing the Mayor to execute the termination agreement.

CEDAR CITY COUNCIL

AGENDA ITEM #07

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: November 4, 2026
SUBJECT: Airport Hangar Lease – 5BY5 Connections, LLC – Cedar City Regional Airport

DISCUSSION:

5BY5 Connections, LLC, an Idaho Limited Liability Company, is requesting to takeover the hangar lease located at 2360 Aviation Way (SUU Hangar). The lease covers approximately 10,030 square feet of improved airport property at Cedar City Regional Airport, as legally described in Exhibit B and depicted in Exhibit C. The Lessee will occupy the premises for the primary purpose of housing one aircraft hangar, consistent with the airport's aeronautical use requirements.

The lease term commences November 1, 2026 and expires October 31, 2046. Annual consideration is set at $4,012.00, based on a rate of $0.40 per square foot per year. Rent will be reviewed every five years and may be adjusted by the lesser of the cumulative Consumer Price Index increase or 15 percent. The Lessee is granted an option to renew for up to five successive five-year terms, subject to revaluation at the then-current City Fee Schedule lease rates.

The lease terms are consistent with Cedar City Regional Airport's standard hangar ground lease agreements and comply with applicable FAA requirements regarding aeronautical use and nondiscrimination. Staff recommends approval of the lease as presented.

Please consider approving the Airport Hangar Lease between Cedar City Corporation and 5BY5 Connections, LLC and authorizing the Mayor to execute the agreement.

TERMINATION OF THE LEASE AGREEMENT DATED SEPTEMBER 11, 2020, BETWEEN CEDAR CITY CORPORATION AND SOUTHERN UTAH UNIVERSITY.

This agreement to terminate the Lease Agreement dated September 11, 2020, ("Agreement") is entered into as of this ____ day of November, 2026, by and between Cedar City Corporation, a municipal corporation and political subdivision of the State of Utah, hereinafter referred to as ("LESSOR"), and Southern Utah University, hereinafter referred to as ("LESSEE").

RECITALS

A. On September 11, 2020, LESSEE and LESSOR entered into the Lease Agreement for the parcel of property located at the CEDAR CITY REGIONAL AIRPORT, Cedar City, Utah, particularly described as follows:

> Beginning N 30º00'00" W, 66.00 ft. and S 60º00'00" W, 223.22ft. along the Northwest Right-of-Way line of Aviation Way from the Northwest corner of Lot 1, Cedar City Industrial Park Subdivision, Cedar City, Iron County, Utah; thence S 60°00'00" W, 118.00ft. along said R/W; thence S 30º00'00" W, 85.00 ft.; thence N 60°00'00" E, 118.00 ft.; thence S 30º00'00" E, 85.00 ft. to the point of beginning. Containing 10,030 sq. ft. of land.

B. During October 2026, LESSEE and LESSOR met to discuss terminating the Lease Agreement. As a result of this meeting, both parties have mutually agreed to terminate the lease.

C. LESSEE's intent on terminating the lease is to sell the improvements to 5BY5 Connections LLC.

D. LESSOR's intent on terminating the lease is to initiate a new agreement with 5BY5 Connections LLC.

E. LESSOR and LESSEE agree that all past payments shall constitute payment in full.

Now, therefore, in consideration of the mutual covenants, conditions and considerations set forth herein, LESSEE and LESSOR hereby mutually agree to terminate the September 11, 2020, Lease Agreement. LESSEE and LESSOR mutually agree that the Lease Agreement shall be null and void and of no further force or effect and that both LESSEE and LESSOR shall be released from further liability thereunder upon the signing of this termination agreement.

CEDAR CITY CORPORATION:
(LESSOR)

Dated this ___ day of _____, 2026.

By: _____
Steven Nelson
MAYOR

(SEAL)
ATTEST:

_____
AMBER RAY

RECORDER

STATE OF UTAH
COUNTY OF IRON

This is to certify that on the ____ day of _____, 2026, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Steven Nelson, known to me to be the Mayor of Cedar City Corporation, and 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.

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

_____
NOTARY PUBLIC

SOUTHERN UTAH UNIVERSITY:
(LESSEE)

Dated this ___ day of _____, 2026.

By: _____
_____

STATE OF UTAH)

: Ss.

COUNTY OF IRON)

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

_____
NOTARY PUBLIC

EXHIBIT B

5BY5 CONNECTIONS LLC AIRPORT LEASE PARCEL

Beginning N 30º00’00” W, 66.00 ft. and S 60º00’00” W, 223.22ft. along the Northwest Right-of-Way line of Aviation Way from the Northwest corner of Lot 1, Cedar City Industrial Park Subdivision, Cedar City, Iron County, Utah; thence S 60°00’00” W, 118.00ft. along said R/W; thence S 30º00’00” W, 85.00 ft.; thence N 60°00’00” E, 118.00 ft.; thence S 30º00’00” E, 85.00 ft. to the point of beginning.

Contains 10,030 sq. ft. of land.


Exhibit C
2360 Aviation Way
Legend
Lease
Google Earth
2000 ft
N

LEASE

THIS AGREEMENT, made and entered on this _____, day of _____ 20__, by and between CEDAR CITY CORPORATION, 10 North Main Street, Cedar City, UT 84720, a municipal corporation organized and existing under the laws of the State of Utah, hereinafter referred to as the LESSOR, and 5BY5 Connections, LLC, an Idaho Limited Liability Company, hereinafter referred to as the LESSEE.

WITNESSETH:

The LESSOR, in consideration of the rental herein agreed to be paid by the LESSEE, and other terms herein to be performed by LESSEE, hereby leases unto LESSEE, that parcel of property located at the CEDAR CITY REGIONAL AIRPORT, Cedar City, Utah, as described in Exhibit B and shown in Exhibit C, which includes 10,030 square feet of improved airport property.

ARTICLE I

TERMS AND RENTALS

1. Term. The term of this Lease shall be for a period of TWENTY (20) years commencing on November 1, 2026 and expiring on October 31, 2046 unless sooner terminated or extended as provided by this Lease. During said 20-year period, the parties shall evaluate the consideration set forth in paragraph 3 of this Article every 5 years to determine sufficiency thereof. Lessor may increase the consideration, at a rate not to exceed the aggregate percentage of increase in the overall national Consumer Price Index for the previous five (5) years and not to exceed a maximum of 15 percent. The lesser of the two rates will be utilized.

2. Option to Renew. LESSEE is hereby granted the option to renew this Lease for five (5) separate and successive terms of five (5) years each, subject to revaluation of consideration

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

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

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

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

3. Consideration. As and for consideration for the terms set forth herein, the parties stipulate and agree to the sum of $4,012.00, based on $0.40 sq. ft. per year.

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

ARTICLE II

SPECIAL COVENANTS-CEDAR CITY REGIONAL AIRPORT

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

2. LESSEE'S PURPOSE.

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

(b) The LESSEE agrees to notify the LESSOR in writing of any intended change of primary purpose prior to any such change being made by the LESSEE. Any such change in primary purpose shall be first approved by the LESSOR. The LESSOR shall promptly review the proposed change in purpose and shall consent in writing to the proposed change if such

change is consistent with the purposes set forth in paragraph 1 (Airport Purposes) of this Article. It is understood that these provisions as to change are necessary in order for the City to be advised at all times of the various uses and purposes of uses of all the leased premises on Cedar City Regional Airport.

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

4. Subordination of Lease.

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

(b) In connection therewith, the LESSOR has undertaken and may in the future undertake certain obligations respecting its operation of Cedar City Regional Airport and activities of its contractors, lessees and permittees thereon. The performance by LESSEE of the covenants, promises and obligations contained in this agreement is therefore a special consideration and inducement to the execution of this agreement by the LESSOR and LESSEE. The LESSEE

further covenants and agrees that if the administrator of the Federal Aviation Administration, or any other governmental official or body having jurisdiction over the enforcement and the obligations of the City in connection with Federal or State aid, shall have made any orders or required recommendations respecting the performance by LESSEE of its obligations under this agreement, LESSEE shall promptly comply therewith, at such times and to the extent that the City may direct consistent with said orders or required recommendations. Failure on the part of the LESSEE promptly to comply with any such notice or direction shall be cause for cancellation of the agreement by LESSOR.

5. LESSEE's Right to Terminate. Should any governmental body, agency, or official, other than LESSOR, prohibit or otherwise prevent for an unreasonable length of time the use of Cedar City Regional Airport in its present condition for a public airport, or should the continued use of Cedar City Regional Airport as an airport otherwise become impossible or unlawful without the fault of the LESSEE, the LESSEE shall have the option to terminate the Lease on thirty (30) days written notice to the LESSOR, and upon such termination, this agreement shall be at an end. The LESSOR shall notify the LESSEE in writing of the prohibition, and the failure of the LESSEE to exercise the option to terminate within thirty (30) days shall terminate the LESSEE's right of option.

6. Discriminatory Acts Prohibited.

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

(b) The LESSEE, in its use and occupancy of the leased premises, shall not discriminate

against any person or class of persons by reason of race, color, religion, sex, age, handicap or national origin.

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

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

7. Title VI Civil Rights. In all its activities within the scope of its airport program, LESSEE agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If LESSEE transfers its obligation to another, the transferee is obligated in the same manner as LESSEE. This provision obligates LESSEE for the period during which the property is used or possessed by LESSEE and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI

of the Civil Rights Act of 1964.

a) During the performance of this lease, LESSEE for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:

i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);

ii) 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964);

iii) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

iv) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.) as amended (prohibiting discrimination on the basis of disability), and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

v) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

vi) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

vii) The Civil Rights Restoration Act of 1987 (PL 100-259) (broadening the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of terms “programs or activities” to include all of the programs or activities of the Federal-aid

recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

viii) Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implementing by U.S. Department of Transportation Regulations at 49 CFR Parts 37 and 38;

ix) The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

x) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xi) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficient (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)]; and

xii) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 et seq.)

b) LESSEE, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from

participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that LESSEE will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, the CITY will have the right to terminate this LEASE and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the LEASE had never been made or issued.

c) During the performance of this lease, LESSEE, for itself, its assignees, and successors in interest, agrees as follows:

i) Compliance with Regulations: LESSEE will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this lease.

ii) Nondiscrimination: LESSEE, with regard to the work performed by it during the lease, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LESSEE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

iii) Solicitations for Subcontracts, including Procurements of Materials and

Equipment: In all solicitations, either by competitive bidding or negotiation made by LESSEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by LESSEE of contractor's obligations under this lease and the Nondiscrimination Acts and Authorities.

iv) Information and Reports: LESSEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, LESSEE will so certify to the CITY or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

v) Sanctions for Noncompliance: In the event of LESSEE noncompliance with the non-discrimination provisions of this lease, the CITY will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this lease, in whole or in part.

vi) Incorporation of Provisions: LESSEE will include the provisions of this subsection in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant hereto. LESSEE will take action with respect to any subcontract or procurement as the CITY or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if LESSEE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of

such direction, LESSEE may request the CITY to enter into any litigation to protect the interests of the CITY. In addition, LESSEE may request the United States to enter into the litigation to protect the interests of the United States.

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

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

ARTICLE III

DEFAULT AND ENFORCEMENT

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

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

(b) The abandonment of the premises by the LESSEE, the adjudication of the LESSEE as

a bankrupt, the making by the LESSEE of a general assignment for the benefit of creditors, or any insolvency act that jeopardizes LESSOR's rights hereunder, the appointment of a permanent receiver or trustee in bankruptcy for the LESSEE's property, the appointment of a temporary receiver or trustee in bankruptcy for the LESSEE's property, or the appointment of a temporary receiver not vacated or set aside within ninety (90) days from such appointment, for a period of ten (10) days after notice.

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

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

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

(b) The option of terminating the lease without further liability, upon thirty (30) days

notice filed by the LESSEE to the LESSOR.

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

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

premises in excess of the rent reserved in this Lease.

6. Damages on Default. In the event that this Lease is terminated by reason or default, or if the premises shall have been abandoned, whether or not the premises are re-let, the LESSOR shall be entitled to recover from the LESSEE, and the LESSEE shall pay to the LESSOR the following costs:

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

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

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

8. LESSOR's Failure to Enforce and Non-waiver. No failure by the LESSOR to insist

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

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

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

termination of this Lease.

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

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

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

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

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

LESSEE's expense.

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

ARTICLE IV

GENERAL COVENANTS

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

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

3. Compliance with Law. LESSEE shall comply with, abide by and conform to all laws, governmental order, City Charter, ordinances, Airport Rules Regulations and Minimum Standards, including any future amendments thereto, controlling or in any manner affecting LESSEE's use or occupancy of the premises, provided LESSOR shall indemnify and hold LESSEE harmless form damages resulting from hazardous materials not introduced by LESSEE.

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

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

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

7. Liability. The LESSOR shall not be liable for injury or damage to persons or property occurring within or upon the leased premises, unless caused by or resulting from the negligence of the LESSOR or any of the LESSOR's agents, servants or employees in the operation or

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

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

9. Subsidence. The LESSOR shall not be responsible for any washout, subsidence, avulsion, settling or reliction neither to the premises, nor for any injury caused thereby to the

property of the LESSEE or any person occupying the premises. The LESSOR shall not be obligated to replace, refill or improve any part of the leased premises during LESSEE's occupancy, in the event of such washouts, subsidence avulsion, settling or reliction.

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

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

12. Condemnation.

(a) If the leased premises, or any part thereof, rendering the remainder unusable is taken by eminent domain, this Lease shall expire on the date when the leased property is taken by a

declaration of taking, without prejudice to LESSEE's rights against condemnor, or on the date when the condemnor is granted possession of the premises and the rent shall be apportioned as of that date.

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

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

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

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

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

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

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

15. Assignment or Sub-leasing.

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

assignment or sub-lease.

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

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

16. Mortgages and Encumbrances.

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

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

17. Quiet Enjoyment. Conditioned upon LESSEE's paying the rent herein provided and performing and fulfilling all covenants, agreements, conditions and provisions of this Lease herein to be kept, observed and performed by LESSEE, LESSEE shall have and may at all times

during the term hereby granted peaceably and quietly hold, have and enjoy the leased premises.

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

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

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

21. Notice.

(a) Any notice under this Lease shall be in writing and shall be sent registered or certified mail to the last known address of the parties to whom the notice is to be given, as designated by such party in writing. The LESSOR hereby designates its address as: 10 North Main Street, Cedar City, Utah 84720. The LESSEE hereby designates its address as: 948 Grizzly Lane, Driggs, Idaho 83422. (b) Any notice shall be deemed to duly govern only if mailed in a postpaid envelope addressed as provided in sub-paragraph

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

(d) Any notice, demand, request or other communication required to be in writing shall be deemed to have been given at the time it is duly deposited and registered in any United States

Post Office. This provision shall not apply to any payments of rentals or monies required under this Lease.

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

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

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

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

26. Successors in Interest. All of the terms, covenants, conditions and agreements herein contained shall in every case be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, and all terms, covenants, conditions and agreements contained herein shall be deemed to be not only for the benefit of and enforceable against the LESSEE, but also against the heirs, legal representatives, successors and assigns of the LESSEE, and that the LESSEE shall not be discharged from any liability by any assignment or sub-lease of the premises, or any part thereof, or of this Lease, notwithstanding the fact that the LESSOR has consented to such sub-lease or assignee as a Lessee hereunder.

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

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

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

LESSOR:

_____

Steven Nelson, MAYOR
Cedar City Corporation

ATTEST:

_____

AMBER RAY, CITY RECORDER

STATE OF UTAH)
: Ss.
COUNTY OF IRON)

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

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

_____

NOTARY PUBLIC

LESSEE: 5BY5 Connections LLC

_____

Don Moseley

STATE OF UTAH)
: Ss.
COUNTY OF IRON)

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

_____

NOTARY PUBLIC

EXHIBIT A

APPROVED AIRCRAFT

LESSEE hereby certifies that the Aircraft hereon will be stored on the Premises that have been leased from the LESSOR and that the LESSEE will notify the LESSOR of any change in the status of said Aircraft.

AIRCRAFT LIST

AIRCRAFT REGISTRATION #: _____

AIRCRAFT MAKE & MODEL: _____

AIRCRAFT REGISTRATION #: _____

AIRCRAFT MAKE & MODEL: _____

AIRCRAFT REGISTRATION #: _____

AIRCRAFT MAKE & MODEL: _____

AIRCRAFT REGISTRATION #: _____

AIRCRAFT MAKE & MODEL: _____

LESSEE SIGNATURE

_____

AIRPORT MANAGER SIGNATURE

_____

Item #09

CEDAR CITY CORPORATION
PURCHASE ORDER

DATE OR REQUISITION	ACCOUNT NUMBER	PURCHASE ORDER NO.
	55-40-740	34871

DEPARTMENT	DEPT. HEAD	TOTAL BUDGET
Solid Waste	Eric Witzke	94,725

PAY	PREAUTHORIZATION	DATE ENCUMBERED	CURRENT BALANCE
☑ PAY	☐ REG ☐ BLANKET		

QUANTITY	DESCRIPTION	AMOUNT
	FY 26/27	
	Water Tank Install on SW2 Truck	$ 64,887.63
	Inv #	
	QT # QT11127149	
	TOTAL	$ 64,887.63

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

Black Ridge Fleet
4770 S 5600 W
West Valley City 84118

Authorized Signature _____

Controller _____

City Manager _____

NO ONE IS AUTHORIZED TO BUY WITHOUT A PURCHASE ORDER

BLACKRIDGE FLEET

Quote

Fleet Center
4770 S 5600 W
West Valley, UT 84118

Date: Oct 20, 2026
Quote No: QT11127149

Customer

Cedar City-Peterbilt Water Truck-MA4673
ewitzke@cedarcityut.gov

Vehicle

" Wheelbase

Part Number	Description	Qty	Price
0010293	WATER TANK 4000 6V-15 — Modified Trapezoid Design with Improved Rear Visibility TANK DIMENSIONS Tank Model: 6V-15; Length: 15 Feet; Width: 102 Inches; Height: 66 Inches TANK BAFFLES (2) Baffles Curved and Fitted, Welded Inside and Out 100%, 3/16" ASTM A36 Mild Steel TANK HEADS Curved and Fitted, Welded Inside and Out 100%, 3/16" ASTM A36 Mild Steel TANK LADDER Rear Mount Ladder with Anti-Slip Rungs TANK FENDERS 12 Gauge Steel Welded to Tank 138" EXROT TANK MANWAY 25" Round Manway Center of Tank, Hinged Non-Sealing Lid TANK BELLYPLATE 3/16" ASTM A36 Full-Length of Tank 60" Width; 100% Full Penetration Welds; All Tanks 3,000 Gallons Plus TANK SUBFRAME Heavy Duty 1/4" U-Shaped Cradle Runners Full Length of Tank TANK HYD FILL 2-1/2" SCH40 Stainless Pipe P/S Rear Tank, Candy-Cane with Air-Gap with Anti-Slosh, Groove 45 Degree with Male Camlock TANK MOUNTING Solid Heavy Duty Angle 6-Point Mounting Brackets, Front Tank Guides, 3/4" Grade 8 Hardware, Front Springs (Provided Loose) TANK SKIRTBOARD UnitedBuilt Vulcanized Rubber Wear Pads (Provided Loose) EXTERIOR FINISH Sandblasted and Powder Coated Traffic White with Zinc Base Coating LIGHTS Standard DOT LED Lights with Universal Adapter Harness (Installed) SIGHT GAUGE 5/8" Clear Flexible PVC Tubing with Brass Hardware, Front and Rear D/S (Installed) WATER PUMP 4x3 M3ZRMS Cast Iron with Mechanical Seal, Clockwise, 750GPM (Installed) PUMP DRIVE Hydraulic Drive 31 Series with Hydraulic Lines Run Through Tank, Hydraulic Pump Installed, Hydraulic Motor Provided Loose HYDRAULIC LINES SCH80 Pipe, Low Pressure and High Pressure Lines Through Tank HYDRAULIC TANK Hydraulic Reservoir Mounted Rear Deck (Installed) REAR SPRAY (2) AV1100 Air-to-Close Spray Valves with BC2399 Adjustable Fan Nozzles (Installed) SIDE SPRAY (2) AV1100 Air-to-Close Spray Valve with BC2179 Duckbill Side Nozzle on 90-Degree	1	$57,494.25

Part Number	Description	Qty	Price
	Elbow (Installed) CONTROL CONSOLE Control Console to Independently Operate Each Spray Valve (Provided Loose) AIRLINE 100' of 1/4" Airline (Provided Loose) STUB REEL ** Stub for 1.5" x 50' Cox Reel 1185-1124-C-BEXX ** STUB CANNON ** Stub Cannon Pipe Brackets on Tank ** STUB SUCTION ** Stub for Suction Fill Hook Up **. JET VALVE 1-1/2" Brass Ball Valve Off Manifold on Drive Side for Manual Discharge (Installed) PLUMBING SCH40 Black Pipe with Groove Style Couplings/Fittings (Installed) REAR DECK Pre-Plumbed Drop on Tank Kit. Rear Sprays, Water Pump & Hydraulic Motor are Pre-Plumbed onto Tank. TANK WARRANTY Standard 5-Year Limited Tank Construction Warranty. WELD TANK MOUNTS TO CUSTOMER PROVIDED CHASSIS, INSTALL AND PLUMB CONTROL CONSOLE AND MOUNT TO CUSTOMER SPECIFIED LOCATION. 45		
FRONT SPRAY	FRONT SPRAY BAR-2- AV1100 Air-to-Close Spray Valves with BC2399 Adjustable Fan Nozzles- shipped loose. WELD SPRAY BAR BRACKETS TO EXISTING FRONT BUMPER & PLUMB AIR AND WATER. 12	1	$0.00
HOSE REEL	Cox Hose Reel, 1-1/2" x 50' Manual Reel, Coxreels 1185-1124-BEXX, 1-1/2" x 50' Hose Assembly with Plastic Dixon Fog Nozzle. MOUNTED ON REAR OF TANK BODY.	1	$0.00
MUNCIE PTO	PTO-Power Take Off Unit Installed on Peterbuilt 320 Transmission, Plumbed to Hydraulic Pump. 15	1	$0.00
WHEELBASE MODIFICATION	WHEELBASE SHORTENING to 126" CAB TO AXLE. INCLUDES DRIVELINE, HOSES, LINES & WIRING. 25	1	$2,208.67
		0	$0.00
State Contract MA4673	STATE CONTRACT MA4673 DISCOUNT	1	$-5,970.29
State Contract MA4673	STATE CONTRACT MA4673 LABOR RATE @ $115.00 PER HOUR	97	$11,155.00

Subtotal	$64,887.63
Freight	$0.00
Total	**$64,887.63**

Notes:
Quote to Provide and Install Water Truck Water Tank with Options as Described. State Contract MA4673 Pricing Applied.

Terms & Conditions:
Acceptance of any order for Goods delivered by Blackridge Fleet Center (SELLER) is conditioned upon BUYERSs acceptance of these Terms and Conditions. All quotations issued by SELLER and all sales of Goods shall be subject to these Terms and Conditions, which shall prevail and be effective notwithstanding any inconsistent or additional terms contained in any purchase order or other document submitted by BUYER. Pricing is good for 30 days. Net 30 payment terms upon approved credit. Removing the factory pickup bed can lead to a reduction in some vehicle functionality.

CEDAR CITY
COUNCIL AGENDA
ITEM #10

DECISION PAPER

TO: Mayor and City Council

FROM: Natasha Hirschi

DATE: November 2, 2026

SUBJECT: Consider changes to Chapter 4, 8, 9 & 15 of the personnel policy

DISCUSSION: Chapter 4

Section 4.1.1 - Proposed change adds language to clarify between at-will appointed positions and not at-will appointed positions.

Section 4.1.3 - Proposed change corrects titles and adds new positions as exempt.

Chapter 8

Section 8.12.10 – Proposed change adds the number of sick hours firefighters working under section 7(k) of the FLSA would be eligible to sell back.

Section 8.17 – Proposed change adds a parental leave policy. Based on the recommendation of the City Council, a parental leave policy has been drafted. The proposed policy allows for 40 hours of parental leave for childbirth, adoption, or foster care placement, plus an additional 40 hours of postpartum leave for the birthing parent. This benefit would be in addition to any accrued sick, vacation, or compensatory time an employee has already earned.

The Family Medical Leave Act (FMLA) entitles employees to up to 12 weeks of job-protected leave for the birth, care, or placement of a child within one year of the event. FMLA does not require the leave to be paid. Currently, the City requires employees taking family medical leave to exhaust all accumulated paid leave before transitioning to unpaid leave.

I have reviewed the leave policies of various cities, counties, the State, and other organizations. The policies I have reviewed are not consistent and range from no additional leave to twelve weeks of leave. While many entities have not yet adopted a policy, many have reached out this year to gather data to create a policy. This follows a national trend of adding parental leave to employee benefits. The proposed parental leave policy is conservative compared to other entities that have a policy.

Employee feedback on the proposed policy has been consistent. Employees are grateful for the proposal. There are some that would like it to be more generous and to allow for the time to be used intermittently. There are also concerns that the proposed policy does not provide enough postpartum time, especially if there are medical complications outside routine delivery, such as a c-section. Historically, employees have taken anywhere from ten days to twelve weeks of leave for the birth or care of a new child.

Below are a few options that could be considered as part of the discussion.

Consider adopting the parental leave section as is and increase postpartum leave to address employee concerns.

Consider increasing the proposed parental and postpartum leave to be more competitive with other entities that have a policy and address employee concerns.

Adopt the policy as proposed and require employees to utilize their accrued leave to supplement their time off.

Consider a short-term disability insurance policy which would replace a portion of income when an employee is unable to work. This type of policy commonly covers 6 weeks of leave for a routine delivery and 8 weeks for a C-section. A short-term disability policy is not limited to maternity needs it would also cover other medical needs.

Section 8.19.1 - Proposed change removes calendar year and adds 12-month rolling period on the eligibility to use FMLA. This matches the language we currently use to track FMLA.

Chapter 9

Section 9.2.1 – The proposed change adds language stating that intimidating, coercion, or retaliation against any employee who files a complaint is grounds for discipline.

Chapter 15

Section 15.6 - The proposed change adds language formally requiring employees driving city vehicles to back into a parking spot. This is a requirement of URMA that employees have complied with for years. This change will make it an official policy.

CEDAR CITY RESOLUTION NO. 26-1118

A RESOLUTION OF THE CEDAR CITY COUNCIL AMENDING CHAPTERS 4, 8, 9, 15 OF THE CITY'S PERSONNEL POLICY PERTAINING TO EXEMPT CLASSIFICATIONS, PARENTAL LEAVE, RETALIATION, AND PARKING OF CITY VEHICLES.

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

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

WHEREAS, the City Council seeks to clarify wording for appointed and exempt positions, and to add the City Treasurer and Cross Hollow Event Center Manager to the list of exempt positions; and

WHEREAS, the City Council is committed to fostering a supportive workplace that promotes work-life balance, safeguards employee health, and supports families by providing dedicated paid time off for the birth, adoption, or foster placement of a child, and therefore creates a parental leave policy that adds a period of paid parental leave to run concurrent with FMLA leave and in addition to what can already be paid from an employee's accrued annual leave, medical leave, and comp time; and

WHEREAS, the Council seeks to specifically prohibit retaliation against any employee that assists in any way with the investigation of any potential violation of law or policy by another City employee; and

WHEREAS, requiring City vehicles be parked so as to allow forward movement from the parking spot decreases the risks of crashs; and

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

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

This resolution, Cedar City Resolution No. 26-1118, 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.

_____
STEVEN NELSON
MAYOR

[SEAL]

ATTEST:

_____
AMBER RAY
CITY RECORDER

EXHIBIT A

CEDAR CITY RESOLUTION 26-1118

CHAPTER 4 – EMPLOYMENT STATUS

4.1 Appointed Positions.

4.1.1 The following positions are exempt at-will positions that are appointed by the Mayor with the consent of the City Council: City Manager, City Attorney, City Engineer, Public Works Director, Finance Director, Police Chief, Fire Chief, Economic Development Director, Library Director, Leisure Services Director. These positions are full-time eligible for the Utah Retirement System. Tier I appointed positions are eligible for exemption from Utah Retirement Systems and Tier II appointed positions may exempt out of the vesting period. The following are ~~non-exempt positions~~ not at-will positions appointed by the Mayor with the consent of the City Council; City Recorder, and City Treasurer.

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

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

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

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

4.1.3 The following positions are exempt: Assistant City Attorney, Senior Engineer, Project Engineer, Chief Building Official, Fleet Manager, ~~Golf Division Manager~~, Director of Golf Operations. Parks Division Manager, Assistant Police Chief, Police Lieutenant, Fire Marshall, Streets Superintendent, Water Superintendent, Events Director, Community Relations/Public Information Officer, Wastewater

Plant Superintendent, Wastewater Collections Superintendent, Accountant, City Surveyor/Engineering Tech. City Treasurer. Cross Hollow Event Center Manager. and Airport Manager.

Enacted by Resolution 13-1023-1 Amended by Ordinance 0909-15, 0608-2016, 21-0714-2, 21-0825, 25-0813-1.

4.2 Probationary Employees.

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

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

4.3 Regular Full-time Employees.

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

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

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

4.4 Part Time, Seasonal, and Variable Hour Employees.

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

Seasonal employee shall mean an employee that is employed for a maximum of twenty six (26) weeks during a twelve (12) month period.

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

8.12.9 There shall be a 600-hour limit on ~~sick~~ medical leave accrual for regular full-time employees and a 795-hour limit for fire fighters working under section 7(k) of the FLSA. Employees hired before January 1, 2027, with a balance above 600 or 795 for fire fighters working under section 7(k) of the FLSA on January 1, 2027 will be grandfathered and have an unlimited accrual.

Medical leave may be taken in quarter (1/4) hour increments. Exempt employees shall take medical leave in 8-hour increments.

Amended by resolution 26-1014

8.12.10 During the month of October each year, each regular fulltime employee who has accrued 480 hours may request a payout of 24 hours and fire fighter working under section 7(k) of the FLSA who has accrued 636 hours may request a payout of 31.8 hours of medical leave if they have used less than 50 percent of their earned medical leave for the calendar year. Medical leave sold back shall be lost. There shall be no buy-back at termination from employment.

Amended by Cedar City Resolution No. 18-0214-2, 23-0322-1 and 26-1014.

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

Amended by Cedar City Resolution No. 14-0827-1,22-0608 and 26-1014

8.13 Administrative Leave.

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

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

8.14 Bereavement Leave

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

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

Amended by Cedar City Resolution No. 18-0214-2, 21-0714-2, 21-1208, 23-0322-1, 25-0813-1 and 26-1014.

8.15 Jury and Court Leave.

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

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

8.16 Military Leave.

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

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

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

Amended by Cedar City Resolution No. 21-0825

8.17 Parental Leave

Regular full time benefited employees who have been employed with Cedar City for at least 12 months and have worked 1250 hours during the 12 consecutive months immediately preceding the date the leave would begin are eligible for up to 40 hours, or 53 hours for firefighters working under section 7(k) of the FLSA, of paid parental leave following the birth of their own child, or the placement of a child under the age of 18 in their care through adoption or foster care. This leave benefit excludes the adoption of a spouse's child.

In no case will an employee receive more than 40 or 53 hours for Firefighters working under section 7(k) of the FLSA of paid parental leave in a rolling 12-month period. The fact that a multiple birth, adoption or placement occurs within the 12-month time frame (e.g., the birth of twins or adoption of siblings) does not increase the amount of parental leave.

Approved paid parental leave must be taken immediately following the birth, adoption or placement of a child with the employee. Immediately shall be defined as the date of birth or finalization by the courts of the adoption or placement of a child.

8.17.1 Post-Partum Leave

The birthing parent is eligible for up to 40 additional hours, or 53hours for

firefighters working under section 7(k) of the FLSA, of paid post-partum leave to support physical recovery from childbirth or stillbirth. This leave is in addition to parental leave. Post-partum leave must be taken immediately following the birth or stillbirth of a child.

Parental and post-partum leave will run concurrently with any leave taken under the Family and Medical Leave Act (FMLA) and or bereavement leave policy.

8.178 Leave of Absence.

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

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

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

8.189 Family and Medical Leave Act (FMLA).

8.189.1 Regular full-time employees are entitled to 12 unpaid "work-weeks" of leave during any ~~calendar year~~ 12 month rolling period for one or more of the following conditions:

A. The birth or adoption of a child;

B. To care for a spouse, son, daughter, or parent with serious health condition; or

C. Because a serious health condition makes the employee unable to perform any of the essential functions of his or her job.

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

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

Amended by Cedar City Resolution No. 13-0522, 14-0827-1, 19-0731-1, and 25-0813-1

8.20—Employee Mental Health Benefit

8.~~19~~20.1 Cedar City recognizes that work conditions may have an impact on employee mental health. While this is more prevalent in the City's public safety departments, work related mental health issues are a possibility in all City operations. Work related mental health issues may have an impact on employees and their family members even after they leave employment with Cedar City. This policy is intended to provide short term mental health resources/counseling to existing employees, their family members and retired employees where the workplace is a causal factor in the need for mental health services.

8.~~19~~20. 2 Cedar City shall provide or make available mental health resources (mental health resources generally means eight to ten counseling sessions with a licensed mental health provider) to:

A. All employees;

B. The spouse and insurance eligible dependents of employees;

C. Surviving spouses of employees whose death is classified as a line-of-duty death under Title 49, Utah State Retirement and Insurance Benefit Act;

D. Retired employees for at least three years from the date the retired employee requests mental health resources. Retired for the purpose of this section means the status of an individual who has become eligible, applies for, and may receive an allowance under Title 49, Utah State Retirement and Insurance Benefit Act;

E. Separated employees for at least three years from the date the separated employee requests mental health resources. Separated for the purpose of this section means the status of an individual who has separated from employment as a employee from Cedar City as a result of a critical incident involving the employee; and

F. Spouses and insurance eligible dependents of retired or separated employees for at least three years from the date that the spouse or insurance eligible dependents of the retired or separated employee requests mental health resources.

8.~~19~~20.3 All employee's, spouses, and insurance eligible shall have access to the employee assistance program (EAP) for mental health resources.

All employees involved in a situation which may result in a need for mental health resources shall file a worker compensation claim according to policy (See section 8.6 workers compensation).

8.1920.4 All retired and separated employees, spouse and insurance eligible dependents shall have access to mental health resources for at least three years from the date of the first request for resources.

8.~~19~~20._5 All access by employees and their families to mental health resources shall be kept confidential.

8.~~19~~20.6 In circumstances where additional resources may be needed and upon recommendation of a licensed mental health provider, Cedar City may provide additional resources if agreed to by the relevant department head and the City Manager.

9.2 Grounds for Discipline.

9.2.1 ACTIONS WHICH MAY RESULT IN DISCIPLINE INCLUDE, BUT ARE NOT LIMITED TO:

A. Any conduct which reflects negatively on the character of the employee or the City.

B. Failure to meet reasonable work performance standards and requirements.

C. Insubordination by refusing a superior's lawful order, verbal abuse of a superior or unwillingness to submit to proper authority.

D. Willful or negligent disobedience of any law, ordinance, City rule, departmental regulation or policy.

E. Indulging in offensive conduct or using offensive language toward an individual.

F. Commission of criminal conduct, including conviction of a misdemeanor or felony while a City employee.

G. Deliberate or careless conduct endangering the safety of the public or other employees.

H. Inducing or attempting to induce any City employee to commit an unlawful act in violation of City regulations, official policy or departmental orders.

I. Using, threatening or attempting to use personal or political influence in an effort to secure special consideration as a City employee.

J. Incompetency and inefficiency in the performance of job duties resulting in two (2) consecutive unsatisfactory ratings on performance evaluations.

K. Carelessness or negligence with City monies or property.

L. Theft or intentional destruction of City property.

M. Intentional falsification of personal records, time reports or other City records.

N. Possession, used and/or being under the influence of alcoholic beverages or illegal drugs while on duty and/or using City equipment.

O. Sleeping on duty unless authorized by a Department Head.

P. Excessive absenteeism and/or tardiness.

Q. Horseplay and related kinds of activities which create safety hazards.

R. Disregard or violating a defined safety rule or practice.

S. Smoking in posted or unauthorized areas.

T. Failure to report to work without notifying the Department Head or his/her agent, unless it is impossible to give such notice.

U. Inattentiveness to work, failing to start work at the designated time, quitting early or leaving the work premises without authorization.

V. Vending, soliciting or collecting contributions on the City's time or premises without proper authorization.

W. Abuse of medical leave privileges may result in major discipline including but not limited to suspension, demotion, or termination.

X. Harassment or illegal discrimination in the work place.

Y. Failure to report any injury or accident.

Z. Fighting or attempting to provoke a fight on City premises.

AA. Threatening, intimidating or assaulting a supervisor or other employees.

BB. Unauthorized removal, falsification or alteration of City records or intentional release of confidential information.

CC. Intimidating, coercion, or retaliation against any employee who files a complaint, reports a violation, or participates in an investigation.

Amended by Resolution Number 13-1023-1 and 26-1014

A. Send, write or read text messages, instant messages or emails.
B. Dial a phone number, unless stopped.
C. View or record a video.
D. Enter data into a hand-held device.

Enacted by Cedar City Ordinance No. 0224-16

15.5 Seat Belts.

15.5.1 All employees shall use available seat belts while traveling on city business. All occupants of vehicles owned by the city shall properly fasten available front and rear seat belts as long as the vehicle is in operation. Occupants of privately-owned vehicles whether operated at personal or city expense shall abide by this policy while on city business.

15.6 Parking of City Vehicles:

All City Vehicles shall be backed into a parking space or positioned forward in a pull-through parking space when the vehicle is parked in a parking stall. This does not apply to angle parking spaces or parking a City vehicle at the employee's home.

15.~~6~~7 Traffic Control Devices-Report Damage.

15.6.7.1 All city employees are requested to report damaged or missing traffic control devices. Report in the following manner:

A. Stop and Yield Signs

i. During working hours. Immediately report the location and type of sign to the city office as soon as possible.

ii. Out of working hours. Immediately report the location and type of sign to the police department. Do not call 911 for this report.

B. Other Signs

i. During working hours. Report the location and type of sign to the city office as soon as possible.

ii. Out of working hours. Report the location and type of sign to the city office as soon as working hours begin.

Item #11

CEDAR CITY

STAFF REPORT TO THE CITY COUNCIL

Meeting Date: November 4, 2026
Department: Finance
Subject: Selection of Consultant for Comprehensive User Fee Study and Overhead/Cost Allocation Plan

RECOMMENDATION

Staff recommends that the City Council authorize the City to enter into a professional services agreement with **Willdan Financial Services** to conduct a Comprehensive User Fee Study and Overhead/Cost Allocation Plan in an amount not to exceed **$40,760**, subject to final contract review and approval by the City Attorney.

BACKGROUND

Cedar City issued a Request for Proposals (RFP) seeking qualified consulting firms to conduct a comprehensive User Fee Study and Overhead/Cost Allocation Plan.

The purpose of this project is to evaluate the City's existing user fees, determine the actual costs associated with providing services, and develop a comprehensive overhead and cost allocation plan.

The study will help ensure that fees are reasonable, support the City's cost of providing services, and are consistent with applicable state laws and regulations. It will also provide the City with tools to periodically review and update fees as costs and service demands change.

The project includes reviewing current fees, identifying direct and indirect costs, evaluating cost recovery levels, developing recommendations, and providing an allocation plan for administrative and support services.

Seven consulting firms submitted proposals for consideration.

PROPOSAL EVALUATION

Six evaluators independently reviewed and scored the seven proposals using the established evaluation criteria. Each evaluator could award up to 100 points, resulting in a maximum possible score of 600 points.

The evaluation considered the firms' qualifications, relevant experience, understanding of the project, proposed methodology, project team, schedule, and overall cost.

The results were as follows:

Consulting Firm	Total Points	Average Score	Proposed Cost
Willdan Financial Services	542	90	$40,760
ClearSource Financial Consulting	508	85	$53,300
LRB Finance	478	80	$37,400
Matrix Consulting Group	476	79	$49,800
MGT	456	76	$124,500
Revenue & Cost Specialists	442	74	$38,400
Zion Public Finance	373	62	$84,975

Willdan Financial Services received the highest overall proposal score, with 542 out of 600 possible points.

INTERVIEW AND PRESENTATION EVALUATION

Following the initial proposal evaluations, Willdan Financial Services and ClearSource Financial Consulting were selected to participate in the interview and presentation process for three evaluators. Those evaluators were the Mayor, Paul Bittmenn, and Lindey Matheson.

The presentations provided an opportunity for evaluators to further assess each firm's understanding of the City's needs, proposed approach, project management, and ability to successfully complete the study.

The presentation evaluation results were:

Consulting Firm	Evaluator Scores	Total Points	Average
Willdan Financial Services	91, 92, 100	283	94
ClearSource Financial Consulting	82, 79, 80	241	80

Willdan Financial Services again received the highest evaluation, scoring 283 points compared to ClearSource's 241 points.

The presentation results further supported Willdan's strong proposal and demonstrated its ability to address the City's project requirements.

COST COMPARISON

Willdan Financial Services submitted a proposal of $40,760 and estimated approximately 212.5 hours to complete the project. The budget for this project was set at $50,000.

The proposed cost is competitive compared to the other firms evaluated and represents a strong value considering the firm's overall evaluation score, proposed hours, and presentation.

Although LRB Finance submitted a lower proposal of $37,400, Willdan received substantially higher evaluation scores in both the written proposal and presentation.

STAFF ANALYSIS

Based on the proposal evaluations and subsequent interviews, Willdan Financial Services demonstrated the strongest overall qualifications and approach for completing Cedar City's Comprehensive User Fee Study and Overhead/Cost Allocation Plan.

Willdan received the highest score among all seven firms during the initial evaluation and the highest score during the presentation process.

Staff believes Willdan offers the best overall combination of experience, technical qualifications, project approach, and cost.

The study will provide the City with a valuable financial management tool by helping identify the actual costs of providing services, establish appropriate user fees, and ensure that indirect administrative costs are allocated appropriately among City departments and services.

The resulting models and recommendations will also assist Finance staff in maintaining and periodically updating the City's fee schedule.

FISCAL IMPACT

The proposed professional services cost is **$40,760**.

Funding was identified within the appropriate City budget.

RECOMMENDED CITY COUNCIL ACTION

Staff recommends that the City Council:

1. Approve the selection of Willdan Financial Services to complete the Comprehensive User Fee Study and Overhead/Cost Allocation Plan.

2. Authorize the City Mayor to execute a professional services agreement with Willdan Financial Services in an amount not to exceed $40,760, subject to final contract review and approval by the City Attorney.

3. Authorize the Finance Department to proceed with project implementation.

CEDAR CITY COUNCIL

AGENDA ITEM #12

TO: Mayor and City Council

FROM: City Attorney

DATE: November 2, 2026

SUBJECT: Ordinance amending 26-III-21 Permitted and Conditional Uses adding procedures to classify uses and to add new uses to the table.

DISCUSSION:

Due to a recent change in State statute (see SB284(2026), the City is required to create a new procedure for handling use classification requests and for handling uses that are not similar to uses already in our use table. This proposed amendment creates those procedures.

For many years, the Engineering Department has effectively, if informally, been following the same method for determining whether a proposed use is similar to a use already in the table. Subsection B allows for a more formal process if an applicant wants one.

Subsection C, however, is substantially different than the current method of adding a new use to the table, sending the request to the City Council without Planning Commission input. With the new statute, we are still required to send changes to our Zoning Ordinance through the Planning Commission first except when the request relates to the specific request of adding to the use table through this new method. This exception to the normal rule seems to be based primarily, if not entirely, on speeding up the process from application to decision.

The Planning Commission considered the proposal and gave a positive recommendation. Please consider the proposed changes.

00:24:21 Kent Fugal
Pretty much. There were two lots, and so it's yeah. We're going from two lots to four, and we're incorporating property that was not in the original plat.
00:24:35 Tom Jett
Sounds great. Thank you. For the record, I don't have conceptual, and I don't have a problem. I just like. I guess it's a matter of the certain level of respect that you need to represent yourself versus ask somebody else to represent you. And I've said this for 20 years, so I'm pretty consistent in my beliefs.
00:25:02 Carter Wilkey
Carter Wilkie, I tend to agree with Mr. Jet on that comment, other than they're not. Asking for anything here. This is just a formality
00:25:33 Wayne Decker
It's just a legal requirement. I don't see a need for that. Any more public hearing? We'll close public hearing and look for a motion if there's one to be made. Unless there's more comments from the city.
00:25:45 Kent Fugal
You don't need a motion.
00:25:47 Wayne Decker
It's just a staff decision. Got you. See, that's where you should be doing this. We'll move on then to item number four: public hearing ordinance text amendment, section twenty-six dash one dash two one, permitted and conditional uses.

Public Hearing closed

4. **Public Hearing** – Permitted and Conditional uses

Public Hearing open

00:25:47 Wayne Decker
It's just a staff decision. Got you. See, that's where you should be doing this. We'll move on then to item number four: public hearing ordinance text amendment, section twenty-six dash one dash two one, permitted and conditional uses.
00:26:10 Randall McUne
So I'm going to handle that for Don today. I apologize. I don't have any PowerPoints, so I really feel like I have failed you because Don is the king of PowerPoints. So this is—you guys have all stared at this table a number of times, and typically go cross-eyed and stop looking at it. We're not changing any of the actual uses, so you can kind of ignore the painful part of staring at what looks like a spreadsheet. Essentially, what we're doing is we're meeting the requirement of a. Fairly recent state statute that says, okay, if someone comes in with a proposed use that is not already on there or akin to something that's on that list, how do they get it added? How do they get their use added on? Now, ourn has technically already had a way to do that—just come in and propose an ordinance change and go through that process. State law, unfortunately, required a more expedited process, which, to be honest, I'm not sure if it'll help much, but it might reduce one hearing.
00:27:05 Randall McUne
Because some of it will allow them to skip you for adding this in. Stab as a general rule has already existed under what the statute already asked for, which is find something close to it and go with that. And that's how we've done it for longer than I've ever been here, and it's worked pretty well. I doubt we'll get a whole lot of people taking advantage of this because again, we tend to get them to work. So what you'll probably see more of is something they just disagree with staff's interpretation as to what it's closest to, which is usually what they gripe the most about. They already had the appeal authority for that, but again, that's up to them. So you can look on there. We

scroll down to the very bottom, the last screen stuff. Hopefully, you had a chance to look at it. I'm not going to walk you all the way through it, but essentially, it's say, hey, look, if we tell you it doesn't fit one of our categories, you can submit a request for classification.

00:27:58 Randall McUne

And then we'll walk it through the process that's there. That's really all it's intended to do is just to help out those. My guess is this is somewhat of an educated guess. There are cities that don't do it the way we do it. If you're not on the list, you are prohibited. And so if you're not somewhere on a use list, you're just not allowed in their city at all. The legislature doesn't approve of that, neither at Cedar City. So we've always tried to make things work. Try to fit it in the zone that we think fits best, with the use that fits best, including in parking and everything else. Other cities just don't interpret their ordinances that way. Sometimes they're not written that way. So again, I'd be surprised if this comes up more than once or twice in the next 10 years. But nonetheless, we're required to pass it. Here we go. Any questions?

00:28:46 Jace Burgess

If we're required to pass it, does it matter what we vote on in our well?

00:28:50 Randall McUne

You're voting would be potentially on wording. If you go through this and you think some of the wording's a little off, because some of it you take a state statute that gives you very basic information, you have to do this and you can't do this, and then we try and turn it into actual steps. So if that's what we're looking for, you don't get to decide whether the game gets played. You just get to help decide some rules.

00:29:14 Wayne Decker

So you're asking Wade if he's qualified to change the wording that Randall put in?

00:29:18 Randall McUne

I didn't do it. Actually, Don did most of the wording, and I just made some minor tweaks when he sent it to me.

00:29:24 Jennifer Davis

Do you like the wording now?

00:29:26 Randall McUne

Yes. I don't. I don't honestly. Just looking through it from what Don and I looked at. Again, this is a staff opinion. So we'll see once it actually somebody finally brings one in that requires it. This is probably the simplest and easiest way to carry out what the statute's requiring. That's our goal.

00:29:45 Wayne Decker

Public hearing. Any concerns from the commission first?

00:29:53 Carter Wilkey

Commission.

00:29:55 Randall McUne

Ms. Carter is not getting enough time when it goes to council.

00:29:57 Carter Wilkey

I'm well. I didn't even know that this. I didn't know what this agenda was for. Carter Welke. I do have one concern on this. We have one very large potential use that is sweeping across the country that we do not have in our table of uses. Data centers, and doing it this way does have me concerned a little bit. So walk me through the process. So if somebody were to come through with that, according to this, it would then be staff's job to try and find a home for it.

00:30:30 Randall McUne

The current staff already tries to do that. If we can find something that's roughly equivalent, we will go with that. Do we have anything that's roughly equivalent to that?

00:30:38 Carter Wilkey

Saw machine shop. Not something that large.

00:30:42 Randall McUne

So in that case, if you brought one in, if you and again, I'll just say a data center. If you had a data center come in and want to take over, say one of the buildings across the street, I have no doubt I could find something in our use that would fit that just fine. These larger, 640 acre campus style ones, I don't know if we have an equivalent. It

would have to go through this process. So if you look at one, we get the classification request. We would then go through it. We would say okay. We would go through that same process. It's substantially similar to one or the other, which we've already done informally anyway. If that doesn't work, then we send it to our land use authority within 14 days of the receipt. He'll make a written decision. See where it's at. There's an appeal thing from there. If it's new and unlisted, so we can't find anything even close to it, then that's C.

00:31:35 Randall McUne

Where you go? They put in their request as kind of what they think it fits. We all go through it, try and figure out what's closest to it again, but now from a broader angle. So great, we don't have anything even really close, but we've got something kind of similar based on impact, neighbors, traffic, things like that, similar to what we already do. If we want to try and add something to a use table anyway, when we went through the brewery concept, that's what council did. And what planning commission did, we basically did this, but without the formal steps put in there. We would then basically say, 'Is it an allowed use, which zones, not an allowed use, or a conditional use permit only for each of those zones as we go through it, and then council gets to decide on.' Like I said, the really the only major difference between how we do it now and how this has it is we actually take the planning commission out of that process. So the expedited process goes directly to staff to council.

00:32:35 Kent Fugal

But when you look at what is proposed here, that item C, how we handle a new or unlisted use, that is going through the normal process of amending our land use ordinance, which comes through you at that point. Am I saying that wrong?

00:32:55 Randall McUne

So it's one of those that's cart before the horse. We would essentially allow it to go through with regards to that applicant, and then we would try and take it through a second formal process if we wanted to. It is an oddity because it can be interpreted either way. You look at the statute; it's very weird.

00:33:10 Kent Fugal

If we do say new or unlisted uses shall require a zoning code text amendment, correct, in order to do it, and that is something a zoning code text amendment would come through planning.

00:33:20 Randall McUne

Except for this, it creates a different route. So that's the confusion. Part is most likely what I would recommend if one of these comes through. I will try and run it through both at the same time. That way, it's not a requirement that it goes to the planning commission, but we nonetheless get your opinion. But there are some time restrictions that we have to get it to council pretty quickly, and that's the oddity. It does create a potential conflict in statute, and I would, going by passport decisions in other areas, say a court would most likely use this method.

00:33:53 Randall McUne

A statute required by state law would override the general process when it applies. A narrow statute applies over a general statute when they conflict. So the official process would just remove you, and unofficially we'd probably still ask your opinion. Again, it's odd, but it's what the state legislature decided. Thank you.

00:34:19 Jace Burgess

Claire, I'm trying to decide where I think. Somebody would try to say a data set in the existing. I'm trying to decide if it's between warehouses.

00:34:31 Randall McUne

You just have to look for a very large area. Think of Cordero, for example, it's two thousand acres.

00:34:38 Jace Burgess

I'm trying to find on the conditional use chart we already have. Between warehouses and business park research campus.

00:34:48 Randall McUne

Your research campus is probably your closest one. Office works well enough if you're dealing with the small ones. That's why I say small ones are easy. I can find something pretty simple. Nobody would even notice if you put five hundred servers over in another building. It's these bigger data centers that are massive that have enough air intake to lift a building off the ground. People will notice those. Any other questions? Let me know.

00:35:18 Wayne Decker
Thank you. Any public comment? We'll close comments and look for a motion on number four.

Public Hearing closed

00:35:33 Tom Jett
I'll make a positive recommendation on item number of public hearing on ordinance text amendment twenty-six dash three dash twenty-one, permitted and conditional use.
00:35:44 Wayne Decker
Second. We have a motion and a second. All in favor? Aye. Aye.
00:35:53 Jennifer Davis
Any opposed? I'm gonna say nay, just because I haven't read this over very well.

Tom Jett made a motion to give a positive recommendation for the text amendment for 26-3-21, Wayne Decker made a 2nd, motion passed with a 4-1 vote.

Mike Platt came into the meeting after Item #02 had been discussed as follows:

00:36:32 Mike Platt
He doesn't know why he's here. From a long ways away. If this is the amended plat from Bridge Source, yes. Clay approved it this afternoon, and we were planning on coming in two weeks. I even called Don this afternoon, going, "When can I get on planning commission?" I had no idea it was tonight. Again, another example of why Don should never be allowed to take vacations. But we're glad you did.
00:36:55 Randall McUne
We already did it. It's a staff decision anyway. They complained, and it went through anyway. It's a staff decision. So you're good. We just wanted to annoy you.

00:37:05 Wayne Decker
Anything else? I think we're adjourned. Thank you. We're adjourned. Yes.

The meeting was adjourned at **5:56 p.m**.

Kari Davis, Executive Assistant

Section 26-III-21 Permitted And Conditional Uses

A. The following list itemizes the various uses permitted in each type of commercial and industrial zone. Uses designated as "P" are permitted in that zone and those designated "N" are not allowed in the zone. Refer to the Special Provisions and Supplementary Regulations section of each zone for use with an Asterisk (*). Zones included here are: Mixed Use (MU); Central Commercial (CC); Downtown Commercial (DC); Highway Service (HS); Industrial & Manufacturing-1 (I&M-1); and Industrial & Manufacturing-2 (I&M-2). For uses not listed in the table below, please see subsection B below.

	MU	CC	DC	HS	I&M-1	I&M-2
Agricultural products or supplies (except large machinery)	N	P	N	P	P	P
Air conditioning sales & service	N	P	N	P	P	N
Airports	N	N	N	N	P	N
Amusement enterprises (outdoor)	P	P	N	P	P	N
Amusement enterprises (indoor)	N	P	P	P	P	N
Animal hospitals	N	P	N	N	P	N
Animals, under 20 head	N	N	N	N	P[1]	P
Antique, import or souvenir shops	P	P	P	P	P	N
Apartment houses	P*	P*	P	P*	N	N
Apparel altering & repairing	P	P	P	P	N	N
Appliance and/or electronic instruments assembly	N	N	N	N	P	P
Appliance stores	P	P	P	P	P	N
Arts and crafts shops	P	P	P	P	N	N
Asphalt mixing plants	N	N	N	N	C	P
Assembly of appliances (from previously prepared parts)	N	P	N	P	P	N
Athletic & sporting goods store, (excluding sales & service of motor vehicles or motor boats)	P	P	P	P	P	N
Auction houses (except animals)	P	P	N	P	P	N
Auction houses (including animals)	N	N	N	N	P	N
Automobile parts sales (new parts only)	P	P	N	P	P	P
Automobile rental (<10,000 GVW) (See “Truck rental’ for vehicles over 10,000 GVW)	N	P	N	P	P	N
Automobile sales (used and new)	P	P	P	P	P	N
Automobile service station	N	P	N	P	P	P
Automobile wrecking yards	N	N	N	N	N	P
Bakeries, on-site retail only	P	P	P	P	P	N
Bakeries, wholesale	N	P	N	P	P	N
Banks and other financial institutions	P	P	P	P	P	N

Barber shops, beauty parlors	P	P	P	P	P	N
Barns, stables, corrals	N	N	N	N	N	P
Bed and breakfast	P*	P	P	P	N	N
Beer parlors (on site consumption)	N	P	N	P	N	N
Bicycle sales and repair shops	P	P	P	P	N	N
Boat sales and service (No manufacturing)	N	P	N	P	P	N
Boat storage	N	N	N	N	P	P
Book and stationary stores	P	P	P	P	N	N
Bowling alley	P	P	P	P	N	N
Breweries/Winery < 3000 S.F. production area	P	P	N	P	P	N
Breweries/Winery >3000 S.F. production area	N	N	N	N	P	P
Broadcasting studios	P	P	N	P	P	N
Building materials sales yards and storage bldgs. (Materials are customarily stored outside the main building on a year-around basis)	N	N	N	N	P	P
Building supply stores (Materials are stored primarily inside the main building, including permanently attached, covered and fenced enclosures, with some seasonal sales items temporarily kept outside)	N	P	N	P	P	N
Bus terminal	N	P	N	P	P	N
Business Park/research Campus	C	C	C	C	C	C
Cabinet and woodwork shop	N	P	N	P	P	P
Camera store	P	P	P	P	N	N
Candy store, confectionery	P	P	P	P	N	N
Cannabis Pharmacy	P	P	P	P	P	N
Cannabis Pharmacy located on the same parcel as a Cannabis Production Establishment	N	N	N	N	N	P[2]
Cannabis Production Establishment	N	N	N	N	N	P
Caretaker’s dwelling	N	N	N	N	P	P
Carwash	P	P	P	P	P	N
Catering service (food)	P	P	P	P	P	N
Church	P	P	P	P	P	P
Clinics, medical and dental	P	P	P	P	N	N
Clothing and accessory store	P	P	P	P	N	N
Clubs and fraternal societies	P	P	P	P	P	N
Coal yards	N	N	N	N	N	P
Cold storage plants	N	N	N	N	P	P
Concrete mixing and batching plants	N	N	N	N	C	P

Construction equipment rental (heavy equipment)	N	N	N	N	P	P
Convenience store, <5,000 sq ft, w/fuel islands	P	P	P	P	P	P
Convenience store, >5,000 sq ft, w/fuel islands	N	P	N	P	P	P
Correctional/intensive treatment facility	N	N	N	N	C	N
Craft & hobby store	P	P	P	P	N	N
Dance hall/studio	P	P	P	N	P	N
Day care center	P	P	N	N	P	N
Department/variety store > 2400 S.F.	N	P	P	P	P	N
Department/variety store< 2400 S.F.	P	P	P	P	P	P
Drive-ins-fast food	P	P	P	P	P	N
Drug store	P	P	P	P	P	N
Dry cleaning and laundry	P	P	P	N	P	P
Dwelling units	P*	P*	P	N*	N	N
Electrical, heating, air conditioning and plumbing sales & service	N	P	N	P	P	P
Electrical sign shop	N	P	N	N	P	P
Electronic equip, sales & service (≤2400 sf)	P	P	N	P	P	P
Electronic equip, sales & service (>2400 sf)	N	P	N	P	P	P
Employment agency	P	P	P	N	P	N
Engraving, printing	P	P	P	P	P	N
Farm buildings, fowl	N	N	N	N	N	P
Farm equipment sales, rental & service	N	P	N	N	P	P
Feed processing	N	N	N	N	P	P
Feed processing, cereal and flour mill	N	N	N	N	P	P
Fertilizer and soil conditioner manufacturing, processing and sales	N	N	N	N	N	P
Fire/police/sheriff stations	P	P	P	P	P	P
Fix-it shops (small appliance/equipment repair)	P	P	P	P	P	N
Floral shop	P	P	P	P	P	N
Food processing wholesale (with no noise or odor nuisance)	N	N	N	N	P	P
Food processing wholesale (with noise or odor nuisance)	N	N	N	N	N	P
Fuel, gas and oil storage (when approved by the fire chief)	N	N	N	N	P	P
Fur farms	N	N	N	N	N	P
Furniture stores, retail	P	P	P	P	P	N
Garden supply & plant material sales	P	P	P	P	P	N
Gift shops	P	P	P	P	P	N

Grain storage elevators (over 5000 bu.)	N	N	N	N	N	P
Grain storage elevators (under 5000 bu.)	N	N	N	N	P	P
Gravel and sand pits	N	N	N	N	C	P
Grocery stores, less than 2400 sq. ft.	P	P	P	P	P	N
Grocery stores, more than 2400 sq. ft.	N	P	P	P	P	N
Hardware stores	P	P	P	P	P	N
Health clubs	P	P	P	P	P	N
Health food store	P	P	P	P	P	N
Heliport	N	C	N	C	P	C
Home furnishings	P	P	P	P	P	N
Hometel	P	P	P	P	P	N
Hospital	N	P	N	P	N	N
Hotel & motel	P	P	P	P	P	N
House wrecking yards	N	N	N	N	N	P
Ice manufacturing and storage (wholesale)	N	N	N	N	P	P
Ice cream parlor	P	P	P	P	P	N
Indoor Shooting range	N	P	N	N	P	P
Interior decorating & design (retail)	P	P	P	P	P	N
Janitor service & supply	P	P	P	P	P	N
Jewelry stores sales & service	P	P	P	P	N	N
Junk yards and scrap storage (when property is fenced with at least six foot (6') site obscuring fence)	N	N	N	N	N	P
Karate studio	P	P	P	P	P	N
Kennels	N	P	N	N	P	P
Knitting mills	N	N	N	N	P	P
Laboratory	N	P	N	P	P	P
Laboratory, dental/medical	P	P	P	P	P	N
Library	P	P	P	P	P	N
Liquor store	P	P	P	P	P	N
Locksmith	P	P	P	P	P	P
Lumber yards	N	P	N	P	P	P
Machine shop (general)	N	N	N	N	P	P
Manufacturing, heavy	N	N	N	N	N	P
Manufactured home sales	N	P	N	P	P	N
Manufacturing, light	N	N	N	N	P	P
Manufacturing, clean	N	N	N	N	P	N
Mill working	N	N	N	N	P	P
Mobile home park	N	N	N	N	P	N

Mortuary/funeral home	P	P	N	P	P	N
Moving & storage company	N	P	N	N	P	N
Museum	P	P	P	P	P	N
Music store	P	P	P	P	P	N
Nurseries & greenhouses (plants)	N	P	N	P	P	P
Nursing homes	N*	P*	N	N*	N	N
Office supply & machines, sales, & services	P	P	P	P	P	N
Oil and petroleum refining	N	N	N	N	N	P
Open-air Businesses	P	P	P	P	P	P
Outdoor trop shooting ranges	N	N	N	N	C	C
Paint & wallpaper store	P	P	P	P	P	N
Park & playgrounds	P	P	P	P	P	P
Parking lots	P	P	P	P	P	P
Pawn shops	P	P	P	P	N	N
Pest control & extermination	N	P	N	N	P	P
Pet & pet supply store	P	P	P	N	P	N
Photographic studios/film processing	P	P	P	N	P	N
Plumbing shops	N	P	N	N	P	N
Power plant	N	N	N	N	N	P
Professional, business, & admin. Offices	P	P	P	N	P	P
Professional, business, & admin. offices (not to exceed a maximum of 2000 sq. ft. on the ground floor and having no more than 2 stories above grade.)	P	P	P	P	P	P
Railroad spurs and dock facilities	N	N	N	N	P	P
Recreational vehicle sales, service & rental (Small - Vehicles customarily hauled to recreational sites such as snowmobiles, ATV's, etc.)	N	P	P	P	P	N
Recreational vehicle sales, service & rental (Large - Vehicles customarily towed or driven such as campers, trailers, motor homes, etc.)	N	P	N	P	P	N
Recycling	N	N	N	N	N	P
Recycling Center, Indoor	N	N	N	N	P	P
Residential	P*	P*	P	N*	N	N
Residential facility for persons with a disability (see Article XVI)	P*	P*	P	N*	N	N
Restaurant	P	P	P	P	P	N
Rest homes	P*	P*	N	N*	N	N
RV Park	N	P	N	P	P	N
Salvage yards	N	N	N	N	N	P

Sawmills	N	N	N	N	N	P
Schools	P	P	P	P	P	N
Service stations	N	P	N	P	P	P
Sewage service	N	N	N	N	N	P
Sexually oriented businesses	N	N	N	N	N	P
Shoe sales and repair shops	P	P	P	P	P	N
Sign painting	N	P	N	P	P	P
Sporting goods stores	P	P	P	P	P	N
Storage rental (more than 1.5 acre)	N	N	N	N	P	P
Storage rental (not more than 1.5 acres including: buildings, outdoor storage, and associated parking and driveways-with seven- foot masonry perimeter fence and no access or frontage on Main Street)	N	P	N	N	P	P
Swap meets	N	P	N	P	P	N
Tanning, curing, storage of hides	N	N	N	N	N	P
Tattoo parlor and body piercing	P	P	P	P	P	P
Theaters, indoor & outdoor	P	P	P	P	P	N
Tire retreading and/or vulcanizing (associated with sales)	N	N	N	N	P	P
Tire sales & service	N	P	N	P	P	P
Toy store	P	P	P	P	P	N
Trade and vocational schools	N	P	N	P	P	P
Travel Center	N	P	N	P	P	P
Truck terminal	N	P	N	P	P	P
Upholstery shops	P	P	N	P	P	N
Warehouses (with a principal activity of a storage warehouse, excluding heating and chlorine gas and explosives)	N	N	N	N	P	P
Welding shop	N	N	N	N	P	P
Wholesale outlets	N	P	N	P	P	N

[1]The provision allowing under 20 head of animals in the I&M-I zone also contains an additional allowance for offspring. The offspring shall be allowed to remain on the property and not count against the 20 head. This allowance shall last for a reasonable time until the offspring are weaned, depending upon the breed of animal.

[2]This use is permitted in contemplation of mail-order pharmacies and pharmacies built in close proximity to drug manufacturing and production facilities. The I&M-2 zone exists to protect businesses that are especially vulnerable to nuisance claims, and any cannabis pharmacy or drug store operation in this zone is on notice that business activities prone to order, dust, and noise are appropriately located in the I&M-2 zone.

Amended by Cedar City Ordinance Number – 0708-09, 0826-09, 0811-10, 1110-10, 0926-12-1, 0311-15, 0113-16-2, 0129-20-1, 0902-20, 0511-22 and 0525-22-1
CREATED BY ORDINANCE NUMBER 0728-21-7.
Created by Cedar City Ordinance Number 0207-18-1, amended by 1209-20, 0210-21-1, and 0414-21-

B. Classification Request: The Cedar City Land Use Authority shall have the authority and jurisdiction to interpret and to render a written determination as to whether a proposed use is similar to and consistent with the uses contained in the table of uses. Applicants proposing a use that is not listed in the table of uses may submit a Classification Request to the Cedar City Land Use Authority to determine if the requested use aligns with an existing land use.

1. Upon receipt of a Classification Request the Land Use Authority shall take into consideration the following when determining if the proposed use aligns with an existing use:

i. That the proposed use is substantially similar to the permitted as opposed to similar prohibited uses in the zone.

ii. If a proposed use is most similar to a conditional use allowed in the zone in which the use is proposed to be located, the classification of the use shall require that it may be approved only as a conditional use.

iii. That the proposed use is consistent with objectives and characteristics of each zone as described in the zoning ordinance shall be considered when determining the use classification.

2. The Land Use Authority shall issue a written decision of the classification within fourteen (14) business days days of the receipt of submittal of a classification request.

3. The Land Use Authority shall maintain all written decisions and uniformly apply those decisions.

4. Appeals from the Land Use Authority's written decision shall be pursuant 32-11(B).

C. New and Unlisted Uses: If a use is determined not to align with existing uses, it shall be considered as a new or unlisted use. New or unlisted uses shall require a zoning code text amendment to provide the following:

1. A classification category for the use and a definition of the use.

2. Identify if the use is permitted, prohibited, or conditionally allowed in each of the existing zoning districts.

3. The identification of inherent impacts associated with the use, and specific mitigation measures special provisions or other limitations which may be required to mitigate such impacts. It shall be the purpose of such additional provisions to mitigate impacts of any proposed use in lieu of requiring a Conditional Use Permit.

4. If the request for a zoning text amendment is denied, the City shall issue the applicant a written notification of denial within ten (10) days of the decision. The notification shall include the each reason for the denial and information on how to appeal the decision~~:~~

5. The City Council shall reach a decision within 60 days from the date of the application.

6. Decisions of the City Council are final, subject to appeal if either the applicant or the City files an appeal of the decision with the Fifth District Court within 30 days after the date that the City Council's decision is final.