

# Cedar City

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www.cedarcity.org

## Mayor

Maile L. Wilson

## Council Members

Ronald R. Adams  
Paul Cozzens  
Terri W. Hartley  
Craig E. Isom  
Fred C Rowley

## City Manager

Rick Holman

## CITY COUNCIL MEETING

JANUARY 27, 2016

5:30 P.M.

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

I. Call to Order

II. Agenda Order Approval

III. Administration Agenda

- Mayor and Council Business
- Staff Comment

IV. Public Agenda

- Public Comments
  - Utah UFO Festival Presentation – Cowlshaw Brothers

V. Business Agenda

Public

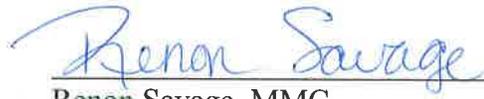
Consent Agenda

1. Approval of minutes dated January 6 & 13, 2015
2. Approval of bills dated January 25, 2016
3. Approve SASO Agreement for Sphere One Inc. – Sphere One, Inc./Ryan Marshall & Jeremy Valgardson
4. Approve an agreement for temporary use of Waste Water Treatment effluent water – Keith Gilbert/Darrell Olmsted
5. Approve surplus of prairie dog fence materials – Steve Carter/Rick Holman
6. Approve scope of work for AIP 31 (Airport Improvement Plan) – Ryan Marshall & Jeremy Valgardson
7. Approve the following Board appointments: Planning Commission – Hunter Shaheen and Russ Olsen; Historic Downtown Economic Committee: Scott Phillips, Maria Twitchell, Chris McCormick, Mark Baruffi, Evan Vickers, Steve Nelson, Jonathan Smith, Ellen Treanor, Michelle Jorgenson, Rich Wilson, Dave Nakken

Action Agenda

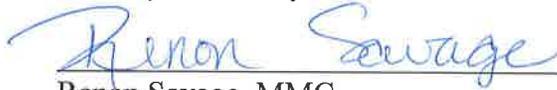
8. Consider a resolution appointing two (2) Cedar City representatives to the Cedar City Redevelopment Agency Taxing Entity Committee
9. Consider a resolution amending the Airport Rules & Regulations & Minimum Standards – Ryan Marshall/Jeremy Valgardson
10. Consider an ordinance updating the personnel policy – Natasha Hirschi

Dated this 25<sup>th</sup> day of January, 2016.

  
\_\_\_\_\_  
Renon Savage, MMC  
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 25<sup>th</sup> day of January, 2016.

  
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Renon Savage, MMC  
City Recorder

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

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

**COUNCIL WORK MINUTES**  
**JANUARY 6, 2016**

The City Council held a meeting on Wednesday, January 6, 2016, at 5:30 p.m., in the Council Chambers, 10 North Main Street, Cedar City, Utah.

**MEMBERS PRESENT:** Mayor Maile Wilson; Councilmembers: Ron Adams; Paul Cozzens; Terri Hartley; Craig Isom; Fred Rowley.

**STAFF PRESENT:** City Manager Rick Holman; City Attorney Paul Bittmenn; City Engineer Kit Wareham; City Recorder, Renon Savage; Finance Director Jason Norris; Police Chief Robert D. Allinson; Fire Chief Mike Phillips; Fire Marshal Mike Shurtz; Economic Development Director Danny Stewart; Events Coordinator Bryan Dangerfield.

**OTHERS PRESENT:** Mary Cozzens, Kelly Newville, Jean Loubet, Brent Drew, Tom Pugh, Wayne Hartley, Bryson Enman, Bob Barton, Robert Thomas, Dan Neville, Jenna Neville, Brent Williams, Kelly Dalton, Heath Oveson, Jay Adams, Tom Jett, Melodie Jett, Bob Platt, Linda Wilson, Rich Wilson, Natalie Anderson, Jessica Anderson, Blake Cozzens, Alan Iverson, Kalynn Carter, Bryce Barnhill, Chris Dahlin, Brooklyn Shakespeare, Brandon Webb, Chris McCormick, Garnet Barton, Steve Nelson, Melissa Schuhmann, Karsten Reed.

Paul Cozzens was sworn in as Councilmember by City Recorder Renon Savage.

Paul – I have enjoyed my service for the past 4 years. We have an unbelievable community that can't be matched with volunteerism. I look forward to working with the new council and learning from their perspectives, strengths and traits. I am grateful for those I have served with and look forward to another four years. I am happy to listen to anyone. I appreciate your confidence in allowing me to serve again.

**CALL TO ORDER:** Pastor Carrol of the Calvary Chapel gave the invocation; the pledge was led by Councilmember Hartley.

**AGENDA ORDER APPROVAL:** Councilmember Adams moved to approve the agenda order; second by Councilmember Rowley; vote unanimous.

**ADMINISTRATION AGENDA – MAYOR AND COUNCIL BUSINESS; STAFF COMMENTS:** ■Rowley – I sent an email about businesses that put the snow on the sidewalks when they shovel. From City Hall south I counted 14 piles. We might have a Code Enforcement Officer stop by and ask them to have the plow operators keep the sidewalk clear so people are not forced into the street. ■Cozzens – tomorrow at CHS the State Water Engineer will be here to discuss water in Cedar Valley at 6pm. This will affect a lot of people. You may want to attend. We talked with the attorneys in Salt Lake in our last meeting and Kit has done a good job with 1500-2000 acre feet in recharge by the Airport. The wells are showing difference, it has risen 20 feet since we have started doing this. We need to talk about changing water law so we get credit for recharge. In

Arizona they take water out of Lake Havasu and send it through canals and have recharge basins and recharge acres of ponds sometimes 8 feet in one day and they get credit for that water and can pull it out later. Another point someone brought up, I think things have leveled out, but our building permits are archaic and we could get them software. Mayor – we have funded that software, with the transition it was chaotic to do research, Drew and Jeremy want to do enough research to get the best product. They have been working on that. ■Mayor - January 20<sup>th</sup> meeting time: The Chamber Awards Banquet is on the 20<sup>th</sup> and Terri Hartley is receiving an award. We would like to move the council meeting time to 4:00 p.m.

**PUBLIC COMMENTS:** ■Robert Barton – we had a serious issue at the cemetery, there is a vandalism problem, my daughters grave has been hit twice. They are taking bats and knocking flower pots over and bending shepherd hooks and tipping headstones. People are scared to put anything decent on the graves. Could we get some light in the cemetery? The police try and do what they can do. Some cemeteries have security. We have a security company in town run by Clint Kelly. I would like cameras and street lights out there. Rowley – it is a low wall, but do we close the gate? Mayor – we don't have gates. Chief Allinson – We were made aware a week or so ago, but we don't have a report. Austin did make us aware. We want to respect the privacy of people out there. We could put camera's or more patrol. Rowley – is there certain time or dates? Robert Barton – the last time was two weeks ago. I drove through the cemetery and have seen other plots. It is heartbreaking. Chief – it is probably isolated to one or two individuals. We will work on that. ■Scott Phillips – I want to offer my thanks to the City and the City Crews on how nice the city looked through the holidays. I know there is a cost, but it makes a difference in the community. ■Chris McCormick, Chamber Director – we have a number of events coming up that I want to make you aware of: Jan 20<sup>th</sup> is the 66<sup>th</sup> annual best of Cedar City Gala and one of our award winners is a new councilmember; Get Your Business Online (GYBO) event on February 4<sup>th</sup> 8-noon at the SWATC new campus; and March 19<sup>th</sup> 10-4 at the Diamond Z arena Business Showcase event. ■Tom Jett – Scott Phillips is correct, Cedar was beautiful with the snow and lights. I want to publically welcome Ms. Hartley and Mr. Isom, it will be an exciting four years.

**CONSIDER AN ORDINANCE ANNEXING APPROXIMATELY 18.41 ACRES OF LAND IN THE VICINITY OF 2800 NORTH AND NORTHFIELD ROAD – STRATTON FAMILY LIMITED PARTNERSHIP/BOB PLATT/PAUL BITTMENN:**

Bob Platt – this has been in the works for some time. It is on Northfield Road, and consists of 18.41 acres. The City Attorney has sent, and the owners will dedicate 22+ acre feet of water to the City. We will also sign a right of first refusal with the City for their additional water. Cozzens – it is 1944 priority date, do we have a say in what water we get? Kit – no, we can get a water report on all their rights and we could pick and choose and what we don't want we get a right of first refusal. Paul – we look at water that has been used in the 3 years prior to the annexation. We didn't want to go after every bit of water that they use, some may have some they use for farming across the valley. Cozzens – we want a good priority date so we are not at risk of losing it. Paul – we will relook at it when the Water Engineer gets done doing their thing. Kit – there is usually not a lot of water on it and not a big choice. Action

**CONSIDER A RIGHT OF FIRST REFUSAL BETWEEN STRATTON FAMILY LIMITED PARTNERSHIP AND CEDAR CITY FOR WATER RIGHTS –**

**STRATTON FAMILY LIMITED PARTNERSHIP/PAUL BITTMENN:** Paul – Mr. Platt addressed this above. It is a simple agreement with the water right number. If they want to sell we get the first right, if we don't want it they can sell to others. Action.

**PUBLIC HEARING TO CONSIDER AMENDING THE CITY'S ZONING ORDINANCE ESTABLISHING A MINIMUM OFF STREET PARKING REQUIREMENT FOR SINGLE OCCUPANCY BEDROOM UNITS IN THE VICINITY OF SOUTHERN UTAH UNIVERSITY – LEAVITT LAND/PAUL BITTMENN:**

Brent Drew with Leavitt Land – under the current ordinance if you have a room you are renting, you can have double occupancy with 1.30 spaces for room. If you put one wall down the middle and give separate bathrooms it is still the same requirement. We came with a recommendation of .75 per occupant because of the student housing market, the majority of the towns we called had. When visiting with the City there was one main apartment complex that brought up a lot of concern. Kit went to an apartment early and came up with the formula of .85 would be better suited, but included visitor parking in that number. Kit – no, it is .25 in addition to the .85. Brent - the vote at Planning Commission was 6 for 1 against with the .85 parking stalls and .25 visitor parking.

Cozzens – I do own property within the radius of the discussion and am working on this project as well. Isom – is this with respect to the new building on 300 West? Brent – yes, and there may have to be some modifications. Paul – while the Leavitt Land project on 200 North 300 West is what brought this forward, it would apply to any project in the radius of SUU single occupancy within ¼ mile of SUU and the boundary 1150 W. west side 200 S on south, 300 West on the east and Center Street on the north. Kit – we would measure from the outside edge. Mayor – the .25 per dwelling is that per apartment, per bedroom? Kit – apartment. Paul – they have 20 units and so it would be .25 times 20 making 5 visitor parking spaces. Mayor – was the original recommendation from staff .5 and it was cut in half by Planning Commission. Rowley – NAU is the only university in the survey that has additional visitor parking requirement. Mayor – in my situation when I was a student, more often than not even if a single occupancy bedroom doesn't mean you won't have 2-4 people there watching movies and spending time and we each would take our own vehicles. In that case one unit would use all the visitor parking, and often we would end up spending the night sleeping on the floor, both school nights and weekends. Most college students have a vehicle and drive in this area. There is also another where we would park at student housing to get a parking spot and carpool to find a parking spot at SUU because of a the limited parking at SUU. That is a student mentality of cars and parking. We need to look at this so we don't have angle parking requests continue. College students tend to if you can't find a parking spot you don't go to class. This is close and you may think people will walk, but College kids are social and we need to really think through having 4-5 spaces for visitors that could be one room.

Brent Drew – I have memories of College, but there is no parking at the University parking that are overburdened with cars for overnight. I understand the worry, but mathematically we can't find the numbers for visitor parking. The Thunderbird Landing we don't see the number of cars that are causing problems, the number is less. At the University the new student housing, they have 234 spaces and 600 students. Rowley – when students go from one apartment to another they swap spots. When the person that rents the apartment comes home and there is not any parking. Brent – we don't want extra students in the apartments and the students turn each other in. There is not a mass hysteria parking for that reason, it is sufficient.

Rich Wilson – I find what the remarks were made to be totally false and I say that because I am engaged on a daily basis in student housing. The study that created this number many years ago, which I was a part of, the 1.3 is a number that worked in the northern hemisphere where we have issues of snow. People that would normally park end in the road, it is a significant factor in the winter. We find in our housing that we have a 1 to 1 car to individual exclusive. The reason you aren't hearing complaints because we built 1.3 parking spaces and it allowed for visitors and students. You are talking ½ mile circumference you think they will walk and I can tell you they are not walking, they are driving. You need to be sensitive that we are driving the individuals to park on the road. 300 West was the corridor to the University and \$30 million dollar Sorenson Performing Arts. The last thing you want to see is cars all over the street because the parking complex will create turbulence entering into the University. This is a great example of what is there. I will say please do not compromise the parking that is existing on the ordinance today for the sake of one or two projects that will enrich or enhance the university when it will create turbulence for the citizens driving on those corridors. One car, one body is the norm and when we drive up and down the road, I have people parking in one of my places from Thunderbird because it is not working. They do not walk, they drive. One parking stall per person with sensitivity to the visitors. The magnitude on 300 West for 3-5 visitors is a mockery.

Chris Dahlin – Appraiser in town for over 20 years, I come when I feel there is something I can add to the discussion. I did some homework, I went around the university today and the housing area south of the university and checked out the parking and the parking has to have a resident sticker to get in that lot, there are 312 parking spaces, at 1:30 p.m. there were 15 spaces not being used. I went to 500 West adjacent and it was full of cars. I went to 700 West there was no place for anyone to park in front of their house. I called Provo, they have more experience in parking than anyone in the state and it was a continual problem before the City Council. Their parking ordinances are very interesting, many dedicated, rules and regulations for putting boots on cars and towing cars. South of BYU, 800 North, you go down south of BYU where the older housing is and it is completely crowded with cars every day. The problems came in because the planners or lack, everyone comes with cars. BYU providing students provided a parking problem between students, property owners and the City. I guarantee if you read the ordinances you will be astounded and you will see reading the ordinances that it has been a problem for 40 years. This is where it needs to get smart; we have Provo that didn't plan. Students and residents getting booted and it is a problem because there is not enough

parking since the 1960's when they started driving their cars. I went around the campus, I took pictures, 500 and 700 West there is no place to park your car in front of your house. Plan and be smart about it.

Blake Cozzens – I do property management. I have experience, I manager a new set of apartment s on 800 West between 200 North and 800 West and they required 1.3 and the parking lot is half empty. The 1.3 is overdoing it and you need to factor that in when you are requiring property owners to provide that parking. Rowley – how far from campus? Blake – about the same distance, 141 North 800 West. I think it is a waste to require 1.3 per room if the parking lot is ½ empty.

Hartley – Kit, I have read the studies and you came with the recommendation for the .5 for visitors. Kit – when I did the study the ratio I got for the number of cars in the lot and street that were using the apartment complex was about .81 parking spaces in cars per bedroom. Rowley – the Board of Adjustments gave a variance that allowed .75 parking? Kit – yes and there was about 10 cars on the street. Through the staff process we decided .85 which I felt was adequate to accommodate the visitor parking. As we went through the staff process we decided to put .85 and the Planning Commission cut it back .25.

Cozzens – you did the studies early in the morning? Kit – yes and it was very consistent the lot full and the 10-12 cars on the street. Cozzens – it was 3,000 feet away and this project is 1,200 feet away, you would think you would have more people walking being that close to the University. Kit – Thunderbird Landing would be included in this parking amendment. Mayor – SUU housing across from campus has everything to accommodate without a car and the lots are often full. Brent Drew - .5 to .37 spaces per bedroom at that unit. Rowley – the parking lot is full, Eccles Living Center is .37 per unit? Drew – 610 students and 312 parking stalls. Rowley – the lot is full, there are students there without cars.

Tom Jett – I am not opposed to a reduction in parking, I stand behind the .85 and the .25, but are they per unit or per bedroom. The Leavitt building has a multitude of units, each unit has 6 bedrooms, based on the Planning Commission recommendation they will have .85 x 6 and plus .25. We have been looking at building a unit, if I had 6 units with 1 bedroom and 1 bath with kitchen living room, dining room and I would have .25 x my number of units and I would have the .25 on one bedroom plus the .85. Rowley – so he has to come up with .25 parking spaces per unit plus the .85. Tom – they just have to come up with .25 for 6 bedrooms. We still compete in the marketplace. The second issue, they have designed for a small bedroom, my concept which I usually have one person per bedroom; I don't want the City to dictate the size of bedroom. I am catering to the graduate student or the person that has fallen on tough times. The ordinance can specify they are intended or designed as a one bedroom unit. Rowley – under the ordinance, you are better off than the 1.3. Tom – I get that, but from logic standpoint, as stated by Mr. Wilson and Mr. Dahlin the trend is that most have cars even though my occupants don't have cars. Theirs is .89 for 6 and mine would be 1.1 for one. We all have to market on the same playing field. Don't discriminate against those that don't go for the multi student units.

Paul – under this proposal you would still be required 1.3 because it limits to a single occupancy bedroom that is 100 square feet so it would not accommodate Mr. Jett's project. Tom – I don't want it to be a student issue. Paul – if his units have 150 square feet bedrooms they don't qualify as a single bedroom unit. In order to get this parking they have to have the bedroom under the 100 square feet. Tom – to me it doesn't matter if it is a 12 x 12 room brings more with them and will be here longer, low cost affordable unit that will not add to additional cars versus a 6 bedroom. The proposed ordinance is flawed in the basis and logic, we need to look at changing the size of the rooms, clarify the distance and determine why we are doing the parking and what the history is. There was a gentleman in town in 1990 that built a large amount of apartments west of the University and we were short and it created the 1.3 parking. Adams – is that where the 1.3 originated. When the term of ceiling height and why it was put in, but the reasoning was the amount of beds that could be placed, you call it one bedroom but you can put bunk beds and have 8 occupants in one bedroom. That may have been why the ceiling was established. The definition, I understand the one bedroom unit. How do we enforce that they can't have more than one bed in a unit. Kit – the ordinance says for 1 person, if we find out there is more then there will be inspections made to make sure. We feel comfortable with 100 square foot room. Mayor – the 100 square foot area that includes floor and closets, but not bathroom, so if you do a large bathroom with a vanity it could be a larger unit with a closet built into the bathroom and get much larger than the 100 square feet of living area. Something like Tom's project can be. Kit – the bathroom is not included in the 100 square feet. Mayor – if you put the closet in the bathroom then you gained square feet towards living area. Cozzens – that is not happening, the bathrooms are too tight. They are designing them so people have privacy. Mayor – I am thinking beyond this project, it will have a lasting impact on development in the future; it is not just one project. We need to look at long term. I would rather have a large bathroom and large closet than a large kitchen. Who would go do inspections? Rowley – I would think one time per semester to see the contracts per units. I don't think it would be a burden. We also want to encourage and reduce the burden on the developer so more housing can be developed to add students to the university. Some lots are not large and we want it to be more easily developed. Mayor – we need to think about parking. Rowley – I live ½ block from the University so I understand that.

Mike Shurtz, Fire Department – we want to state that we support Kit's study and numbers. We want to make you aware of concerns, the Thunderbird Landing we had a small fire in October, Wednesday night at 7 p.m. and that parking was over full to the point that it made our response more difficult and challenging. We had space for one fire engine; we had to put the aerial truck in the street. That aerial truck is further from the building and reduces the ability to rescue from a 3<sup>rd</sup> floor if needed. They received a variance on their parking. When you reduce the parking they do overflow to the street and it hampers our response. Rowley – you support the .85 and the .25 or the .5. Mike – we trusted Kit's study which was an increase of what they had a Thunderbird Landing; we know that doesn't work for our response. If we could get 2 parking spaces and big roads and accesses we would like that. The way the Leavitt Development is situated, we feel we have access from the street if there is not parking. There is a narrow entrance off

300 West and as part of the conditions we said no parking and painted red, that is the only way to get into the interior of that development. When the parking spills over it is a concern to us that they will park in the red area.

Steve Nelson – as I listen, I came without an opinion, I have several rentals myself. As we look at the issues the developer wants to maximize their income, get as much on the property to make as much money as possible. We sacrifice what is best for the community when we do that. I look to you as the guardians of that to keep us in check from self-interest. It is unfortunate it is happening with a project so the pressure of a project is not there. As I listened, every example we give of a time we went against the ordinance, all I hear is regret. I haven't heard some say that 1.3 is a problem. It makes me nervous to make an adjustment. Did we go in detail for occupancy with the study, do we have the information we should have to make sure we don't jeopardize the good of the community. I hope we can pause and do something we can all be happy with and not regret years from now.

Hartley – I didn't see is how many actual spaces are on site? Brent – 109 presently, we have a permit to put 140 students I need 106 spaces and I have 109. We are making it so students who want single occupancy can't have that. Under current ordinance there is no one on one requirement. We want to do this so we can have a single occupancy room, with the .85 it is coming in higher than today's ordinance. We are talking about our project, but others also. Under the current permit I can put 140 students with 106 spaces. Rowley – we are talking about the university being surrounded by old homes, and this is what we are talking about. We want it palatable to a developer but also protect the neighbors. Brent – no matter what is decided, we will finish the project, but what will the smaller mom and pop do. Tom Pugh – what we are asking for is more restrictive than what we have now. We could put three or four people in a bedroom; we don't want to do that. We have a permit and it won't change for us, but there will be other projects that will come up. The idea is to do something that makes sense.

Cozzens – on Thunderbird Landing, would the .85 of handled the parking? Kit – yes. Cozzens – if I had a son or daughter going to school and didn't want to have to drive I would want them close to the university. I have a hard time believing that some come without a car, more kids would be attracted to a project like this. Mayor – if more and more people want the single occupancy room, even if they are built to double occupancy, isn't there still a trend that the ones the size of double occupancy are single occupancy. Cozzens – if you don't do the divider wall you are cutting it to .65. Mayor – there are a lot of times where the room is double occupancy but the student still has a single occupancy and pay higher rent. You would have the 1.3 spaces for 1 person in those situations. Rowley – do you feel the .85 or would you feel better with the .5 visitor? Kit – I felt comfortable with what the Planning Commission came up with. Tom Jett – I am looking for clarification on logic. If I were to build more units why would I penalize myself by building units for 3 people? How do we justify the .25 on a six bedroom but a one bedroom still has a .25 requirement, that disenfranchises the person not building for young student housing. There are people that are 25 that don't want a roommate. Please keep in mind the .25 how it plays out for the one bedroom and please don't put a

burden by saying the room has to be 10 x 10, it is not marketable to all groups, only to special interests and that is not fair. Other developers will get wise. Hartley – do you have a suggestion on how that could be worded? Tom – It should be written for single occupant units. You will never stop dishonest people from coming over for a few days. Most landlords try to limit the number of people there. I'm not sure how to properly word that or how to word the .25, it just doesn't seem equitable.

Mayor Wilson I didn't officially open the public hearing, but we have been having it.

Steve Nelson – please don't have an ordinance that requires the City to inspect the units, that is an intrusion, build units to be done right. Paul – not just the intrusion, but the staffing, the best time to catch it is in the building permit process. From the developer standpoint if they put more beds in later how will they add parking if they are landlocked. Isom – the most compelling thing that has been said is what has happened in Provo, I don't aspire to be Provo, and they are .7 per bedroom with no provision for visitor parking. We want to have adequate parking. Mayor – some places have better public transportation. Each community is different with transportation and resources. Brent Drew – we understand that argument, but these are all within ¼ mile of the University so they are not using public transportation. Isom – on campus I can image getting away from ½ space for bedroom because I would send my kids to the dorm without a car their freshman year, but that is very different when you get off campus. In the rural setting most will have a car. Brent Drew – I understand that argument, but the numbers of 234 with 610 students. Isom – I am saying the dorms are different. Brent – no matter we can do 140 students on the property. Scott Phillips – I have a home near the university, it is older and I don't want it torn down. Any zoning ordinance change I worry about. If it is a good ordinance, why not do it everywhere, not just around the University. Rowley – it was done with fewer students needing a car. Paul – Cedar City does not endorse spot zoning. There were no further comments. The hearing was closed. Action.

**PUBLIC HEARING TO CONSIDER VACATING AND AMENDING SAFE HARBOR AT BLACK ROCK PLANNED UNIT DEVELOPMENT, PHASE II – ROSENBERG & ASSOCIATES/PAUL BITTMENN:**

Paul – Blackrock PUD is across from the auction on HWY 56. It has been around for some time, most units built out, some space in the back they want to reconfigure building pads, not add any more. It will impact some common space, there are CC&R's and all owners have interest in the common space. They had to get 70% of those with interest sign off and they did that. Kelly Newville, listing agent for Blackrock. The revision abandons a few lots and shifts a few lots so drainage and retention is better for the infrastructure. Paul – they are not adding density. Kelly – we abandoned 3 pads. Cozzens – you are going from 5 to 3 pads? Kelly – there are 29 lots, the owners association, the lots they own will be developed and 3 of the 20 will be abandoned. We had drainage patterns change and had to move the drainage and it would not have been a good lot. We think we have it better engineered.

Mayor Wilson opened the public hearing. There were not any comments. The hearing was closed. Consent.

**PUBLIC HEARING TO CONSIDER VACATING AND AMENDING COUNTRY MEADOWS PLANNED UNIT DEVELOPMENT, PHASE 2 – ADAMS**

**SURVEYING/PAUL BITTMENN:** Paul – similar to Blackrock it is an existing PUD. They are not changing for drainage. When they platted that had different size building pads, the larger size is more popular they are moving to that. They have 70% of the HOA to sign off, the taxes are all clear. Rowley – a lady from the development was at Planning Commission and very complimentary to the project. Jay Adams – engineer for Country Meadows she was complementing the builders of the house she bought. This is northwest of the hospital.

Mayor Wilson opened the public hearing. There were not any comments. The hearing was closed. Consent.

**CONSIDER FINAL PLAT APPROVAL FOR SYCAMORE TRAILS PLANNED UNIT DEVELOPMENT, PHASE II – GO CIVIL ENGINEERING/PAUL BITTMENN:**

Heath Oveson – Sycamore Trails Phase 1 is ¼ mile of 1600 on Lund Highway, northwest of the Airport. This property is 26 lots part of the same HOA with no additional access. Rowley – how do the fire trucks turn around? They have turnarounds. Kit – they are hammerheads and are allowed by Fire Code. Paul – the new subdivisions have to post a bond, we do an agreement saying we will put in all improvements and are liable. Kit – they also provide water rights. Consent.

**PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE CITY'S ZONING USE CHART – PAUL BITTMENN:**

Paul – in the zoning ordinance there is a chart that shows all the commercial zones and down the side are different land uses, residential or grocery stores, gas stations, outdoor storage, etc. There is a P C or N, permitted, conditional or not permitted, you go to the chart to see if it is permitted. Staff found designations on the chart that need more background knowledge to make an educated determination. There are other parts of the Zoning Ordinance to state if it is permitted. Staff put \* next to the ones that have more information. Rowley – the conditional is the tricky one, is that to say it is conditional if you talk someone sweetly they will allow you or if you are under 5,000 you can do it or not? Paul – conditional uses are to mitigate an adverse effect in an area. You can do a doctor's office or clinic in a residential zone, but you have to meet certain conditions so the business doesn't interfere with the R-3 zone. The broad conditions are set forth, it should not be political. Rowley – if it is not permitted you can't do it? Paul – or you can petition the elected officials to see if they will change it.

Mayor Wilson opened the public hearing. There were not any comments. The hearing was closed. Action.

**PUBLIC HEARING TO CONSIDER THE REVISION OF THE 2015-16 FISCAL YEAR BUDGET. THE REVISION WILL IMPACT THE COMPENSATION PAID TO CITY OFFICERS AND EMPLOYEES IN GENERAL AND OTHER ITEMS – JASON NORRIS:**

Jason – there are a lot of changes to the budget as every

year. Capital purchases, Jeff Hunter mentioned that we had an old water truck he wanted to replace, so we surplused the old dump trucks and water truck and we are going to purchase another used water truck with the proceeds. It was originally \$40,000 but that is not enough to get a quality water truck. We surplused other items and we have about \$68,000 and I am proposing that we use that to get a better water truck. Airport change we had the FAA inspector change and they have different ideas with surfaces around the Airport. One piece of equipment was less than expected, they want to buy a snow plow for a truck. The Golf Course wanted a new range picker; they have more funding when they trade in carts so they would like to use the trade in value and a few more thousand for a range picker. In the Public Works Facilities we discussed getting credit through an energy audit and we found later that we couldn't get that from Rocky Mountain Power. There is led lighting we want to do that is \$18,500 majority from Capital Improvement fund and the rest from the enterprise fund. Isom – the total is? Jason - \$13,582,000 the additions are about \$90,000. Operationally we are requesting and proposing a midyear salary increase for full time and regular part time employees. There are three components, first is we did a salary study in relation to the Utah Market in the July budget we made efforts to get some in the minimum salary range. We are requesting ½ the amount those employees are still short and a 2% across the board City wide raises. Also, we allocated \$50,000 to the police department for sworn officers for a retention component and time in position component. Mayor – this is part of the commitment we made with the salary study. If we went through the work we need to implement and get people into their ranges and address some of the compensation issues. Adams – are there still the few with a one time. Rick – 2% increase is for every full-time employee. Mayor – in July we have the compensation policy we worked on, the Department Heads are doing performance evaluations over the next month or so and will be in line with that policy. This is not under the parameters of that policy; this is based on getting people in line with the study. Rick – let me clarify Ron's question. We have two employees that with the mid-year compensation increase are or will be at the top of the range and we are proposing that they get the 2% with this as part of their compensation.

Jason – we added in administrative account, we found out we need audits at the Airport for passenger and we collect a facility charge of \$4.50 per passengers and we have to show that we are putting that to projects. I budgeted \$8,000; I think it will be less. Rowley – would capital improvements be like the runway cleaner we bought? Jason – we have the FAA grant for \$1 million and match with \$52,000 which is the passenger chargers, but Jeremy has to make sure that has happened. Mayor – now we have a new FAA inspector we have been required to do additional things. Jason – in the Economic Development Danny does work on the solar projects, there are regulations and \$63,000 of legal work taking place, the companies give us the money up front and then Danny works with the lawyers. Paul – each farm is a separate Economic Development project area and that is what the legal fees are. The County didn't want to do the legal work; the Solar Farms wanted a method to pay that. These are pass through funds. Cozzens – we don't get benefit tax. Paul – no, but we share the Economic Development Office with the County.

Fire Department we went to Washington State to help with a fire, after the salary and wages were funded and the other \$48,000 went to public safety supplies, Chief Phillips is going to build out a vehicle for that purpose. The building department they are very busy, we have a part-time assistant, we are going to fund that to closer to 30 hours a week, we also contracted with Larry Palmer to do hourly work for plan reviews, which is a \$34,000 change. We are not sure we are ready to hire a full-time person, but we will talk about that in the budget process. We still are getting proposals on software. I told Drew if \$20,000 is not enough we will bring it back to Council. Cozzens – that is critical, my understanding is we are in the dark ages. Mayor – they are aware of the importance of taking care of that, they want the right package the first go around.

The Library asked in the budget for inventory, we didn't fund it, but they have a grant for \$47,000. Aquatic Center we had a heater go down and had to put \$8,000 in the equipment maintenance to do that and \$8,000 increase to purchase swim diapers that will be sold throughout the year. Storm Drain we had \$50,000 for legal claim at Cross Hollow Basin. \$77,000 if we decide to pay back bond proceeds if we decide to do that. In the RDA you will see we have a large donation to Shakespeare \$500,000 there is criteria before releasing the funds. In the MBA we had \$9,125 remaining on the fire truck loan, Chief Phillips acquired additional equipment for the fire truck and that is the only change there. We do the accounting for the Public Safety Task Force and they have some unrestricted revenue, \$76,000 of part of unrestricted that the Grant Administrator said they needed to use, they will purchase some side by sides and other equipment with that.

Cozzens – the cemetery thing makes me sick, can we put something in the newsletter and media to have people watch out. Mayor – yes.

Mayor Wilson opened the public hearing. There were not any comments. The hearing was closed. Action.

**COMMITTEE ASSIGNMENTS – MAYOR WILSON:** Mayor Wilson – the following are the committee assignments for the Council: Paul Cozzens – Central Iron County Water Conservancy District, Regional Wastewater Treatment Board and Cedar Disability Awareness/Action Team; Ron Adams – Downtown Parking Authority, Park & Recreation Advisory Board & RAP Tax – Park & Rec; Fred Rowley – Library Board, Frontier Homestead Foundation Board, & Cedar Area Transit Committee; Terri Hartley – Airport Board & RAP Tax – Arts; Craig Isom – Planning Commission & Historic Downtown Economic Committee (this is a new committee). Consent.

**ADJOURN:** Councilmember Rowley moved to adjourn and move into the RDA meeting at 7:50 p.m.; second by Councilmember Isom; vote unanimous.

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Renon Savage, MMC  
City Recorder



**COUNCIL MINUTES**  
**JANUARY 13, 2016**

The City Council held a meeting on Wednesday, January 13, 2016, at 5:30 p.m., in the Council Chambers, 10 North Main Street, Cedar City, Utah.

**MEMBERS PRESENT:** Mayor Maile Wilson; Councilmembers: Ron Adams; Paul Cozzens; Terri Hartley; Craig Isom; Fred Rowley.

**STAFF PRESENT:** City Manager Rick Holman; City Attorney Paul Bittmenn; City Engineer Kit Wareham; City Recorder, Renon Savage; Finance Director Jason Norris; Police Chief Robert D. Allinson; Lt. Keith Millett; Fire Chief Mike Phillips; Economic Development Director Danny Stewart; Public Works Director Ryan Marshall; Public Works; Public Works Executive Assistance Kathy Dahl; Sports & Recreation Manager Jennifer Weaver.

**OTHERS PRESENT:** Nellie Carter, Gemma Carter, Brent Davis, Scott Jolley, Jay Adams, Kelly Newville, Arlo Fawson, Roger Thomas, Blake Cozzens, Tom Jett, Del Schlosser, Dillon Pugh, Linda Wilson, Ron Larsen, Bob Platt, Karsten Reed, Brent Drew, Tom Pugh, Stacie Taylor, SueAnn Bergstrom.

**CALL TO ORDER:** Councilmember Rowley gave the invocation; the pledge was led by Councilmember Isom.

**AGENDA ORDER APPROVAL:** Councilmember Hartley moved to approve the agenda order; second by Councilmember Cozzens; vote unanimous.

**ADMINISTRATION AGENDA – MAYOR AND COUNCIL BUSINESS; STAFF**

**COMMENTS:** ■ Mayor – our meeting next week will begin at 4:00 p.m. because of the Chamber Award Banquet. ■ Employee of the Month, Jennifer Weaver – EAC: Kathy Dahl – Jennifer Jennifer became the Sports and Recreation Manager in February of this year. She brought wonderful knowledge and experience to the position, through her years as an athlete and in supporting her family in their sports activities. With each sport season, she has approached the program with an eye to the participants and their desire for a great experience. She has demonstrated her conscientiousness by sitting down with sport leaders at the beginning of the season and discussing the needs and proposed changes to enhance the program. Her efforts are building more confidence among the participants in the way the programs are run.

Jennifer is also aware of other programs provided by private groups. She is very approachable and is able to communicate with the youngest participant and the most competitive coach. She has developed a good networking system to assist coaches in meeting the practice and game scheduling demands. She works with seasonal and part-time personnel with all of the programs and has developed greater confidence in the City programs. She communicates the expectations and helps others stay accountable.

■ Swear in Officer Stenson Bergstrom and Officer Eamonn Taylor: Chief Allinson –

update on Cemetery, we have increased patrol, have not solved anything. Had great response from the Media outlets, people in the community are also watching. Cozzens – what about the trail cam? Chief – we looked at the possibility, at night time you don't get very good video, we don't know where to put them and if someone is down there visiting loved ones they may not want to be on camera. Rowley – you wouldn't access unless you saw vandalism. Maybe something to record plates of cars as they go in and out. Chief – Eamonn Taylor, started a week ago Monday, he graduated from Salt Lake Community College Academy, and was self-sponsored. Graduated December 17<sup>th</sup>, been in Utah County since 2004, from Wisconsin. Eamonn – I have here with me my wife Stacie, my children Cameron, Amila and Otis. Chief Allinson - Stenson has been with Animal Control since 2013. He had part of the academy completed. He graduated from POST on December 17<sup>th</sup>.

**PUBLIC COMMENTS:** ■ Scott Jolley, Upper Limit Aviation. Update, it has been 2 months since I was last here. The fight in DC regarding flight training, the SUU and ULA Students in the program have been under a Part 61 FAA Regulation, ULA also has a Part 141 designation. We are staying under 61 which changes the hours, Part 141 requires more hours. When under a University you can do fewer hours. There will be an increase because of the aircraft, but we will open more students. It opens opportunities for instructors; the industry is offering \$65,000-\$100,000 per year depending where they go. We are focusing on growing fixed wing to help place people in the airlines. Things are going well, that change came with the change in DC. President Wyatt has been extremely supportive. The airfield has been amazing; Jeremy does a great job running the Airport.

**CONSENT AGENDA: (1) APPROVAL OF MINUTES DATED DECEMBER 9 & 16, 2015; (2) APPROVAL OF BILLS DATED DECEMBER 17, 2015 & JANUARY 11, 2016 ; (3) APPROVE VACATING AND AMENDING SAFE HARBOR AT BLACK ROCK PLANNED UNIT DEVELOPMENT, PHASE II – ROSENBERG & ASSOCIATES/PAUL BITTMENN; (4) APPROVE VACATING AND AMENDING COUNTRY MEADOWS PLANNED UNIT DEVELOPMENT, PHASE 2 – ADAMS SURVEYING/PAUL BITTMENN; (5) APPROVE FINAL PLAT FOR SYCAMORE TRAILS PLANNED UNIT DEVELOPMENT, PHASE II – GO CIVIL ENGINEERING/PAUL BITTMENN; (6) APPROVE THE FOLLOWING COMMITTEE ASSIGNMENTS: PAUL COZZENS – CENTRAL IRON COUNTY WATER CONSERVANCY DISTRICT, REGIONAL WASTEWATER TREATMENT BOARD & CEDAR DISABILITY AWARENESS/ACTION TEAM; RON ADAMS – DOWNTOWN PARKING AUTHORITY, PARK & RECREATION ADVISORY BOARD, RAP TAX – PARKS & REC.; FRED ROWLEY – LIBRARY BOARD; FRONTIER HOMESTEAD FOUNDATION BOARD & CEDAR AREA TRANSIT COMMITTEE; TERRI HARTLEY – AIRPORT BOARD & RAP TAX – ARTS; CRAIG ISOM – PLANNING COMMISSION & HISTORIC DOWNTOWN ECONOMIC COMMITTEE –**  
**MAYOR WILSON:** Mayor – there is an item on the bill, the Library purchased two of our Prairie Dog children's books.

Councilmember Rowley moved to approve the consent agenda items 1 through 6 as written; second by Councilmember Hartley; vote unanimous.

**CONSIDER AN ORDINANCE ANNEXING APPROXIMATELY 18.41 ACRES OF LAND IN THE VICINITY OF 2800 NORTH AND NORTHFIELD ROAD – STRATTON FAMILY LIMITED PARTNERSHIP/BOB PLATT/PAUL BITTMENN:**

Bob Platt – I have given everything to the Attorney. Paul – I have the water deed and the right of first refusal. If approved we will record the deed with Water Engineer.

Councilmember Rowley moved to approve the ordinance annexing approximately 18.41 acres of land in the vicinity of 2800 North Northfield Road; second by Councilmember Cozzens; roll call vote as follows:

Ron Adams	-	AYE
Paul Cozzens	-	AYE
Terri Hartley	-	AYE
Craig Isom	-	AYE
Fred Rowley	-	AYE

**CONSIDER A RIGHT OF FIRST REFUSAL AGREEMENT BETWEEN STRATTON FAMILY LIMITED PARTNERSHIP AND CEDAR CITY FOR WATER RIGHTS – STRATTON FAMILY LIMITED PARTNERSHIP/PAUL BITTMENN:**

Paul – the Stratton Family signed the agreement, they will offer the rights to us first if they decide to sell. If we don't purchase they can sell to anyone. I think the priority date is around 1945.

Councilmember Cozzens moved to approve right of first refusal agreement between Cedar City and Stratton Family Limited Partnership for water rights; second by Councilmember Adams; vote unanimous.

**CONSIDER AN ORDINANCE AMENDING THE CITY'S ZONING ORDINANCE ESTABLISHING A MINIMUM OFF STREET PARKING REQUIREMENT FOR SINGLE OCCUPANCY BEDROOM UNITS IN THE VICINITY OF SOUTHERN UTAH UNIVERSITY – LEAVITT LAND/PAUL BITTMENN:**

Brent Drew, Leavitt Land – we are asking, under the current ordinance it is per room at 1.30 or .65 per person in room. We are asking that in order to put a wall and have a single occupant room. The requirement is 1.3 per room. When we came to the Planning Commission we requested .75, when we discussed it and had discussion and Kit talked about an apartment complex, he came back with .85 and a .25 per unit for visitor parking. Tom Jett may have a point; a unit could be 7 bedrooms, 4 or 3 bedrooms. We have had discussions. We are not asking for the parking to be reduced, it is increased for a single person. Most common apartment built in the area was a 3 bedroom 2 bath with 6 students; a lot were under the 1.3 per room or .65 per student. There are changes going on, the product students are asking for is a single occupant bedroom.

Adams – how many beds in the project? Brent – 140. We need 91 spaces if we do nothing but double rooms. We have a mixture now. If we go .75 it is 14 more than the current ordinance, .85 is 28 more spaces. Adams – you have room for how many spaces? Brent – 105 under the current. Paul – where do you get the assumption of .65, is that with two people in a room? Brent – yes. We have a mix of double occupant and single occupant. Paul – it is confusing because you are going from current ordinance to what you propose. Ron Larsen – he is trying to show the comparison of 70 rooms with 2 students per room that would be 91 parking stalls. Mayor – under the current configuration, how many are double and single rooms? Ron – 2 double and 6 single, the current configuration shows 120 students. There are 6 students per unit. We left out a single bedroom. Cozzens – it is the same amount of kids, just more walls? Ron – no, it is fewer students. The way it is drawn there is two students in each unit, double occupant rooms and 2 single rooms with a total of 6 students in each unit. Rowley – we talked with President Wyatt and he said they are going to try to keep growing and housing will be the limiting factor. I went over to the Eccles Living Center, they have 626 students and 291 parking spaces, less than half a space per student at that facility, half the kids are not driving cars. Part of that is they are Freshman and parents don't let it happen. I think .85 is reasonable, I would like to drop the .25 off for visitors that is where my comfort level is. Cozzens – I talked with Kit about Thunderbird Landing, when he did the study early in the morning he said he came up with .83 and if you add .2 to that it is .85 and that is what I will support. Adams – Thunderbird Landing is over parked, 12-15 at least parked at night on the street. That is a concern I have had. I have 210 students in my ward boundaries and probably 6 don't have cars, they are not all freshman. Looking down the road, the concern I had is what will happen in the future, will we be back 2 months later, it is hard to come up with a blanket ordinance. Adams – the way we drew this up, we were referring to the .85 with .25 in regards to the 100 square foot bedroom, you will have more than 100 square feet in the other bedrooms. Drew – that does not apply to the other rooms. Cozzens – if you did that it would put it at less parking. Brent – at 10:30 last night I went to all parking lots around campus, 12 different apartments, I found that something is common, out of the 12, 8 had more than 10 parking spots including Eccles who had 29, they also have overflow parking. I started on 800 West to some of John Dalton apartments; there was only one that exceeded the parking. It was from 10:30 – midnight. There was not lack of space if they wanted to park. Hartley – I found out talking with existing owners, we keep talking about 1.3 being adequate and I heard a resounding but there are really single occupants. I fear that the 1.3 is what is working on the majority of the apartments and we will be reducing and not increasing it. Brent – I understand that, the apartment makeup was older apartments. We also have quite a few rentals, double occupancy that are double occupied. The numbers don't support that every student has a car. I think 1.3 would be overkill. Most were built at .65 per student and we all had cars. There were local Cedar girls, some from Piute, I don't see the car make up that every student has a car. Cozzens – when I went to work at 6:00, I drove by Spencer Jones' apartments. Spencer we have 23 stalls, it is typically at 50 – 57% full. Cozzens – I counted 10 cars in that lot today. Isom – the college students are social animals, if we are looking at lots in the dead of winter, when they are in the visiting season, I am not sure you will have the same result. Rowley – the kids in this apartment will leave and go to another apartment so it would probably be a wash. Adams

– the girls' apartments require more parking because the boys go visit them. Brent – when I went at 5:00 it was pretty full, when I went back at 11:00 there were spaces empty. Isom – you will have different volumes at different times. Mayor – if the lot is full do that students park on the street? Drew – we will take care of our parking. Tom Pugh – we purchased two other parcels across the street so we will have ample parking. We have 140 bedrooms and bathrooms, the reason we have so many because each student wants their own locking bedroom and bathroom, outside of that they share. It is the trend. The extra bathroom are  $\frac{3}{4}$  a million dollars. If you don't do it they don't stay with you. We weren't shooting in the blind. We have two lots south of the mortuary, we are within the distance requirement and we are working on a few others. Mayor – you said 140 bedroom and bathrooms. Tom – that is if we go with the new parking requirement. Mayor – one option is 140 rooms. Ron – it is 120 students and 120 bathrooms approved. If we get this we will modify to have 140 bed and bathrooms. Each bedroom for 2 students has two bathrooms, so we can split the bedrooms if possible. Rowley – Kit, are you comfortable with a flat .85? Kit – when we did the study on Thunderbird they were .83 with a similar situation.

Councilmember Rowley moved to approve the ordinance amending the City's zoning ordinance establishing a minimum off street parking requirement for single occupancy bedroom units in the vicinity of SUU as .85 per bedroom;

Tom Jett – I have not seen the ordinance, the previous meeting I asked to please consider making the rooms 100 square feet without the closet. We are designing strictly for a single student; maybe 40 year old adults have more than a suit case but only one person. The closet does not increase the size of the living space, does not add more occupancy, but we are focused on students, and that is a mistake, there are many people not students that do not have cars. Our public transportation is inadequate, let's keep in mind that we are changing trends. Second, does this retroactive buildings assuming we use the 100 square foot bedrooms? If we do it with new, why not preexisting? I don't think anyone knows what the ordinance says, but we don't know the inside of the ordinance. Paul – there is a written proposal in your packets, you can amend if you desire.

Rowley – what would moving the closet outside the 100 square feet do for 2 beds? Kit – that increases the chance of adding a bed. Tom Jett – there are not a lot of people that I have more respect for than Kit Wareham, but if one were to decide a 10 x 10 room or 10 x 12 room for a married couple then I have brought it to .65, so you are increasing the parking. I have been around for quite a few years, but if someone wants a 12 x 12 room and decide to bring in a couple, I understand the more you increase the size of the room you can increase the number. Rowley – would a homotel have different public hearing? Paul – there is a different provision in the ordinance for that. If someone went in the same vicinity and did dual occupancy they would have the 1.3 requirement. It will be hard for staff if we say this many for the number of people in the room. Rowley – so we control by the size of room.

Adams – are you having parking decals specific to your project? Brent – not yet, but we will watch. I talked with Bruce Williams he has apartments 2 cars in front and 4 cars on

Hoover and had 20 parking spaces, he said if you come between 9:00 a.m. and 4:00 p.m. they are full, but they are not the people staying in the apartments. Cozzens – during the day because the University doesn't have enough parking students are using that parking. Adams – I am asking because of businesses in the area. Brent – we will have something in the contract, we will not allow them to go there. Adams – if there is a large viewing there is not parking on the street and the lot is full. This is one of my concerns. Some students will park on the street. Brent – we will be sensitive to that, we want to be good neighbors.

Rick – if the Council approves the .85, will all the spaces be on site or will they be in parcels across the street? Brent – we will need a few across the street. Kit – the ordinance has a provision for off-site parking within 400 feet but there has to be an agreement in place with the tenants. Cozzens – I agree with Tom's point with the retroactive, if someone has a bedroom with 100 feet or less they should include that. Paul – I am not sure what the retroactive? Cozzens – if someone built an apartment last year could they use this ordinance? Paul – no, because they were under a different land use ordinance. If they pull a permit we can do that. If someone had a 6-plex and wanted to add another 4-plex it will apply to that, but not to the prior 6-plex. Isom – are we only considering the .85? Yes, with nothing for the visitor parking. Paul – the only thing you are taking out is the .25 from the ordinance.

The motion was seconded by Councilmember Cozzens; roll call vote as follows:

Ron Adams	-	AYE
Paul Cozzens	-	AYE
Terri Hartley	-	NAY
Craig Isom	-	AYE
Fred Rowley	-	AYE

**CONSIDER AN ORDINANCE AMENDMENT TO THE CITY'S ZONING USE CHART – PAUL BITTMENN:** Kit – this is the modification to the zoning ordinance adding \* to the permitted use section to make sure people see the exceptions.

Councilmember Rowley moved to approve the ordinance amending the City's zoning use chart; second by Councilmember Cozzens; roll call vote as follows:

Ron Adams	-	AYE
Paul Cozzens	-	AYE
Terri Hartley	-	AYE
Craig Isom	-	AYE
Fred Rowley	-	AYE

**CONSIDER A RESOLUTION FOR THE REVISION OF THE 2015-16 FISCAL YEAR BUDGET. THE REVISION WILL IMPACT THE COMPENSATION PAID TO CITY OFFICERS AND EMPLOYEES IN GENERAL AND OTHER**

**ITEMS – JASON NORRIS:** Jason- we have not made any changes to what was presented. Rick – we made one change, we are proposing to add \$1,000 to this to address one additional employee retention in Engineering. Kit it is not an addition, it is a transfer.

Councilmember Cozzens moved to approve a resolution for the revision of the 2015-16 fiscal year budget; second by Councilmember Adams; vote as follows:

AYE:	<u>5</u>
NAY:	<u>0</u>
ABSTAINED:	<u>0</u>

**ADJOURN:** Councilmember Rowley moved to adjourn and move into the RDA meeting at 6:27 p.m.; second by Councilmember Isom; vote unanimous.

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Renon Savage, MMC  
City Recorder



## Report Criteria:

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

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
<b>ALL SEASONS GROUNDS MAINTENANCE</b>					
DEC 2015	EAST SNOW REMOVAL	12/31/2015	56-41-263 SNOW REMOVAL	1,120.00	
DEC 2015.	WEST SNOW REMOVAL	12/31/2015	56-40-263 SNOW REMOVAL	2,280.00	
Total ALL SEASONS GROUNDS MAINTENANCE:				3,400.00	
<b>ALL WAYS TOWING</b>					
164019	VEHICLE TOWED #C15-04615	12/17/2015	10-70-310 PROF & TECH SERVICES	175.00	
Total ALL WAYS TOWING:				175.00	
<b>AMERICAN WATER WORKS ASSN.</b>					
7001070926	00644860 - AWWA MEMBERSHIP 2016	08/31/2015	51-40-210 SUBSCRIPTIONS & MEMBERSHIPS	205.00	
Total AMERICAN WATER WORKS ASSN.:				205.00	
<b>ART &amp; VADA ARMBRUST FAMILY PROPERTIES LL</b>					
JAN 2016 - PW CLA	COURT CASE #130500183	01/04/2016	54-40-511 LEGAL CLAIMS	50,000.00	
Total ART & VADA ARMBRUST FAMILY PROPERTIES LL:				50,000.00	
<b>ASHDOWN BROTHERS CONSTRUCTION</b>					
3595	CED01-ASPHALT	01/05/2016	10-79-263 MAINTENANCE-STREETS	190.40	
3601	CED01-ASPHALT	01/13/2016	10-79-263 MAINTENANCE-STREETS	142.80	
Total ASHDOWN BROTHERS CONSTRUCTION:				333.20	
<b>AUTO TRIM DESIGN</b>					
254532	CCPD - LIDDIARD VEHICLE CLEANIN	01/09/2016	10-70-252 EQUIPMENT MAINTENANCE	22.00	
Total AUTO TRIM DESIGN:				22.00	
<b>BAKER &amp; TAYLOR</b>					
4011462628	415754 L102673 4-BOOKS	12/29/2015	10-87-483 BOOKS-CHILDREN	35.09	
4011462628	415754 L102673 4-BOOKS	12/29/2015	10-87-481 BOOKS-GENERAL COLLECTION	247.88	
4011476159	415754 L102673 4-BOOKS	01/08/2016	10-87-483 BOOKS-CHILDREN	11.23	
4011476159	415754 L102673 4-BOOKS	01/08/2016	10-87-481 BOOKS-GENERAL COLLECTION	227.98	
4011476159	415754 L102673 4-BOOKS	01/08/2016	10-87-482 BOOKS-YOUNG ADULT	10.79	
4011477120	415754 L102673 4-BOOKS	01/11/2016	10-87-481 BOOKS-GENERAL COLLECTION	191.95	
Total BAKER & TAYLOR:				724.92	
<b>BARNEY BROS. ELECT. INC.</b>					
7657	CC AIRPORT - LABOR,REGULATOR	12/21/2015	24-40-262 BUILDING & GROUND MAINTENANCE	1,312.00	
Total BARNEY BROS. ELECT. INC.:				1,312.00	
<b>BLUE STAKES OF UTAH</b>					
UT201503159	CEDARC-BLUE STAKING	12/31/2015	51-40-255 WATER SYSTEM MAINTENANCE	175.16	
Total BLUE STAKES OF UTAH:				175.16	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
<b>BULLOCH DIRT WORKS</b>					
4214	WATERLINE UPSIZING - KITTY HAWK	01/15/2016	51-40-732 CAP OUTLAY-LINE UPSIZING	25,803.28	
Total BULLOCH DIRT WORKS:				25,803.28	
<b>CASELLE</b>					
70017	1170- SPRT & MAINT -	01/01/2016	10-41-310 PROF & TECH SERVICES	858.00	
Total CASELLE:				858.00	
<b>CEDAR CITY CHILDREN'S MUSICAL THEATRE</b>					
RAP TAX 15/16 #2	RAP TAX 15/16 #2 DISTRIBUTION	01/12/2016	29-40-100 DISTRIBUTIONS TO ARTS	4,000.00	
Total CEDAR CITY CHILDREN'S MUSICAL THEATRE:				4,000.00	
<b>CEDAR CITY COCA COLA</b>					
303396	15483-SODA SYRUP HERITAGE	01/15/2016	10-92-480 SPECIAL DEPARTMENT SUPPLIES	288.05	
Total CEDAR CITY COCA COLA:				288.05	
<b>CEDAR CITY MUSIC ARTS</b>					
NOV 30, 2015 BOX	NOV 30, 2015 NUTCRACKER	01/19/2016	10-23322 SUSPENSE-CEDAR CITY MUSIC ARTS	6,270.49	
Total CEDAR CITY MUSIC ARTS:				6,270.49	
<b>COZZENS ENTERPRISES</b>					
92	TASK FORCE - STRG RENT JAN/JUN 1	01/07/2016	76-40-210 EQUIPMENT, SUPPLIES, OPERATING	360.00	
Total COZZENS ENTERPRISES:				360.00	
<b>CREATIVE PRODUCT SOURCING INC</b>					
CPI055329	CCFD - FIRE PREVENTION SUPPLIES	12/18/2015	10-73-450 SPECIAL PUBLIC SAFETY SUPPLIES	797.67	
Total CREATIVE PRODUCT SOURCING INC:				797.67	
<b>CURTIS &amp; SONS, L.N.</b>					
3164607-00	3999- EXAM GLOVES	12/15/2015	10-73-450 SPECIAL PUBLIC SAFETY SUPPLIES	( 10.62)	
3165678-00	3999- DUMP VALVE,TELESCOPING C	12/30/2015	10-73-450 SPECIAL PUBLIC SAFETY SUPPLIES	1,241.64	
Total CURTIS & SONS, L.N.:				1,231.02	
<b>DANVILLE SERVICES OF UTAH, LLC</b>					
10033	CC LIBRARY - BLDG & GRD MAINT	01/06/2016	10-87-262 BUILDING & GROUND MAINTENANCE	12.00	
Total DANVILLE SERVICES OF UTAH, LLC:				12.00	
<b>DIV OF OCCUPATIONAL &amp; PROF LIC</b>					
2016 PHARMACY	CC AC - PHARMACY LICENSE	01/19/2016	10-76-310 PROF & TECH SERVICES	380.00	
Total DIV OF OCCUPATIONAL & PROF LIC:				380.00	
<b>DIVISION OF WATER QUALITY</b>					
2016 L.REMBER	2016 ST CERT - L.REMBER	01/15/2016	52-55-230 TRAVEL & TRAINING	150.00	
2016 S.REMBER	2016 ST CERT - S.REMBER	01/15/2016	52-55-230 TRAVEL & TRAINING	75.00	
Total DIVISION OF WATER QUALITY:				225.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
<b>DOCUMENT SOLUTIONS</b>					
112503	CCC-OFFICE MACHINE COPIES/METE	12/22/2015	10-41-240 OFFICE SUPPLIES & EXPENSE	1,160.00	
113367	CCC-LRG FORMAT COPIER & MAINT	11/30/2015	10-81-252 EQUIPMENT MAINTENANCE	138.00	
113368	CCC-LRG FORMAT COPIER & MAINT	12/31/2015	10-81-252 EQUIPMENT MAINTENANCE	138.00	
113369	CCC-LRG FORMAT COPIER & MAINT	01/07/2016	10-81-252 EQUIPMENT MAINTENANCE	138.00	
Total DOCUMENT SOLUTIONS:				<u>1,574.00</u>	
<b>FREEDOM MAILING SERVICE</b>					
28125	CCC MAILING - JAN 2016	01/08/2016	10-41-221 NEWSLETTER	158.80	
28125	BILL PROCESSING AND POSTAGE	01/08/2016	51-40-240 OFFICE SUPPLIES & EXPENSE	3,219.48	
Total FREEDOM MAILING SERVICE:				<u>3,378.28</u>	
<b>G &amp; K SERVICES</b>					
1178180868	3384801 - UNIFORM CLEANING	01/06/2016	10-78-451 UNIFORM SERVICE	28.18	
1178184129	3384801 - UNIFORM CLEANING	01/13/2016	10-78-451 UNIFORM SERVICE	34.82	
1178187408	3384801 - UNIFORM CLEANING	01/20/2016	10-78-451 UNIFORM SERVICE	28.18	
Total G & K SERVICES:				<u>91.18</u>	
<b>GALL'S, INC.</b>					
004625932	3618471 - ADAMS SHIRTS	12/22/2015	10-70-620 UNIFORM PURCHASE	101.96	
004671459	3618471 - VIPS SHIRTS	01/04/2016	10-70-620 UNIFORM PURCHASE	79.49	
004680376	3618471 - MOORE	01/05/2016	10-70-620 UNIFORM PURCHASE	218.00	
004692685	3618471 - VIPS SHIRTS	01/07/2016	10-70-620 UNIFORM PURCHASE	76.80	
Total GALL'S, INC.:				<u>476.25</u>	
<b>GASCARD -STATE OF UTAH</b>					
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	10-73-251 GAS & OIL	737.89	
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	10-79-251 GAS & OIL	7,380.33	
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	10-92-614 EVENT RECRUITING	77.45	
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	10-76-251 GAS & OIL	259.52	
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	10-83-251 GAS & OIL	1,906.73	
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	24-40-251 GAS & OIL	243.92	
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	10-75-251 GAS & OIL	251.04	
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	10-81-251 GAS & OIL	160.19	
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	22-40-251 GAS & OIL	1,373.38	
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	10-70-251 GAS & OIL	5,888.34	
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	10-78-251 GAS & OIL	40.52	
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	10-90-251 GAS & OIL	43.24	
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	28-40-251 GAS & OIL	75.10	
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	54-40-251 GAS & OIL	560.55	
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	53-56-251 GAS & OIL	372.19	
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	52-55-251 GAS & OIL	590.17	
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	51-40-251 GAS & OIL	2,010.38	
NR46320379	BG2101546 - DEC 2015 FUEL	01/01/2016	55-40-251 GAS & OIL	3,321.03	
Total GASCARD -STATE OF UTAH:				<u>25,291.97</u>	
<b>HINTON BURDICK</b>					
141145	CCC - 14/15 AUDIT	12/31/2015	53-56-311 AUDITING	4,055.38	
141145	CCC - 14/15 AUDIT	12/31/2015	54-40-311 AUDITING	664.62	
Total HINTON BURDICK:				<u>4,720.00</u>	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
<b>HOOSIER MICROBIOLOGICAL LAB</b>					
42973	CEDARCW-BIOSOLIDS TESTING	01/05/2016	53-56-312 TESTING	1,400.00	
Total HOOSIER MICROBIOLOGICAL LAB:				1,400.00	
<b>IHC WORKMED - CEDAR CITY</b>					
CC2756146	CEDAR CITY CORP EMPLOYEE HEAL	01/04/2016	10-44-138 EMPLOYEE HEALTH	279.00	
CC2756146	CEDAR CITY CORP DRUG TESTING	01/04/2016	10-44-137 DRUG TESTING	215.00	
Total IHC WORKMED - CEDAR CITY:				494.00	
<b>IMPERIAL WINDOW &amp; DOOR INC.</b>					
87890	CC WATER - ROLL UP DOOR	11/16/2015	51-40-255 WATER SYSTEM MAINTENANCE	2,528.14	
Total IMPERIAL WINDOW & DOOR INC.:				2,528.14	
<b>IRON COUNTY AUDITOR</b>					
DEC 2015 LANDFIL	CCC LANDFILL REM - DEC 2015	12/30/2015	55-21312 COUNTY REMITTANCE PAYABLE	30,221.20	
Total IRON COUNTY AUDITOR:				30,221.20	
<b>IRON COUNTY RECORDER</b>					
010716	EMAILED OFFICIAL PLAT MAP	01/07/2016	10-81-240 OFFICE SUPPLIES & EXPENSE	10.00	
Total IRON COUNTY RECORDER:				10.00	
<b>JACK'S TIRE &amp; OIL</b>					
393817-15	CEDC1G - RETREAD TIRES	01/04/2016	10-78-930 INVENTORY	1,151.92	
Total JACK'S TIRE & OIL:				1,151.92	
<b>JACKSON PLUMBING</b>					
15973	CC AC - R&R WATER PIPES/BIBS	01/12/2016	10-76-262 BUILDING & GROUND MAINTENANCE	352.50	
Total JACKSON PLUMBING:				352.50	
<b>JENKINS OIL COMPANY</b>					
0472367	00204 - FUEL	01/08/2016	54-40-251 GAS & OIL	1,337.60	
Total JENKINS OIL COMPANY:				1,337.60	
<b>L3 COMMUNICATIONS</b>					
0231949-IN	COMPUTER/SOFTWARE FOR BODY	10/27/2015	10-70-700 CAP OUTLAY-NONCAPITAL ASSETS	7,356.00	
0232593-IN	UTCEDAR-FIX DVR2 FLASHBACK 2	11/09/2015	10-70-252 EQUIPMENT MAINTENANCE	870.28	
Total L3 COMMUNICATIONS:				8,226.28	
<b>LEXISNEXIS</b>					
1512117059	119TRN-ONLINE & RELATED CHARGE	12/31/2015	10-44-210 SUBSCRIPTIONS & MEMBERSHIPS	250.00	
Total LEXISNEXIS:				250.00	
<b>LINKO TECHNOLOGY INC</b>					
4536	LINKO SERVICE/MAINT SUPPORT	11/19/2015	53-56-310 PROF & TECH SERVICES	3,400.00	
Total LINKO TECHNOLOGY INC:				3,400.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
<b>MEGA PRO SCREENPRINTING</b>					
17224	745-AIRPORT-CLOTHING	12/18/2015	24-40-451 UNIFORM SERVICE	343.00	
Total MEGA PRO SCREENPRINTING:				343.00	
<b>MICROMARKETING LLC ATTN: AR</b>					
604968	15980 - LBRY BOOKS	01/13/2016	10-87-482 BOOKS-YOUNG ADULT	33.28	
Total MICROMARKETING LLC ATTN: AR:				33.28	
<b>MJG, INC.</b>					
5078	CCC - R/R MAINT - DEC 2015	01/11/2016	10-79-265 MAINTENANCE-RAILROAD	750.00	
Total MJG, INC.:				750.00	
<b>MORLEY &amp; MCCONKIE, L.C.</b>					
37645	COAL CRK R/W APPRAISAL SMITH	01/11/2016	40-41-730 CAP OUTLAY-COAL CREEK PROJECT	600.00	
37650	COAL CRK R/W APPRAISAL SMITH	01/11/2016	40-41-730 CAP OUTLAY-COAL CREEK PROJECT	1,500.00	
Total MORLEY & MCCONKIE, L.C.:				2,100.00	
<b>MOUNTAIN WEST COMPUTERS</b>					
48224	CCPD - 12 COMPUTERS/2 MONITORS	12/11/2015	10-70-700 CAP OUTLAY-NONCAPITAL ASSETS	9,426.00	
48360	CCPD - COMPUTER SUPPLIES	12/23/2015	10-70-246 COMPUTER SUPPLIES	49.00	
48508	CCPD - 2 PRINTERS-NEW VEHICLES	01/07/2016	10-70-246 COMPUTER SUPPLIES	884.00	
48613	CC WWTP - MONITORS	01/15/2016	53-56-240 OFFICE SUPPLIES & EXPENSE	318.00	
Total MOUNTAIN WEST COMPUTERS:				10,677.00	
<b>NUCO2</b>					
47653801	446694 - BULK CO2	01/08/2016	20-40-254 CHEMICALS	37.23	
47680761	446694 - BULK CO2	01/15/2016	20-40-254 CHEMICALS	248.15	
47730862	446694 - BULK CO2	02/01/2016	20-40-254 CHEMICALS	126.00	
Total NUCO2:				411.38	
<b>PENGUIN RANDOM HOUSE LLC</b>					
1186026035	9032490000 - BOOKS	01/01/2016	10-87-481 BOOKS-GENERAL COLLECTION	19.50	
Total PENGUIN RANDOM HOUSE LLC:				19.50	
<b>PREMIER VEHICLE INSTALLATION</b>					
19535	VEHICLE SUPPLIES	11/19/2015	10-78-930 INVENTORY	1,258.76	
Total PREMIER VEHICLE INSTALLATION:				1,258.76	
<b>RECORDED BOOKS, LLC</b>					
75265256	7031936 - AUDIO	12/29/2015	10-87-481 BOOKS-GENERAL COLLECTION	104.92	
75266127	7031936 - AUDIO	01/04/2016	10-87-481 BOOKS-GENERAL COLLECTION	56.90	
75267337	7031936 - AUDIO	01/07/2016	10-87-481 BOOKS-GENERAL COLLECTION	56.90	
Total RECORDED BOOKS, LLC:				218.72	
<b>RICE MACHINE WORKS</b>					
03334	CC WATER - SEAL BOOSTER	12/15/2015	51-40-255 WATER SYSTEM MAINTENANCE	382.65	
04765	CC WATER - REBUILD BOWLS N FLD	11/17/2015	51-40-255 WATER SYSTEM MAINTENANCE	5,782.62	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
<b>Total RICE MACHINE WORKS:</b>				<u>6,165.27</u>	
<b>RUSH TRUCK CENTERS</b>					
3000864147	187984 - OUTSIDE LABOR	11/30/2015	10-79-252 EQUIPMENT MAINTENANCE	216.88	
3001108955	187984 - FLEET	12/23/2015	10-78-930 INVENTORY	68.25	
<b>Total RUSH TRUCK CENTERS:</b>				<u>285.13</u>	
<b>SAFETY SUPPLY &amp; SIGN CO., INC.</b>					
151863	UT1492- SIGNS	12/04/2015	10-78-930 INVENTORY	247.32	
<b>Total SAFETY SUPPLY &amp; SIGN CO., INC.:</b>				<u>247.32</u>	
<b>SCHOLZEN PRODUCTS COMPANY</b>					
6086759-00	100592- GLOVES CREDIT	11/19/2015	10-78-930 INVENTORY	( 95.55)	
6092469-00	100592- STRAP	12/17/2015	10-78-930 INVENTORY	48.25	
6092470-00	100592- GLOVES	12/17/2015	10-78-930 INVENTORY	222.77	
6095333-00	100592-MISC PARTS & SUPPLIES	01/19/2016	51-40-255 WATER SYSTEM MAINTENANCE	1,140.00	
<b>Total SCHOLZEN PRODUCTS COMPANY:</b>				<u>1,315.47</u>	
<b>SKAGGS PUBLIC SAFETY EQUIPMENT</b>					
2364721 RU	103035- CREDIT INVOICE	11/14/2014	10-70-620 UNIFORM PURCHASE	( 128.00)	
2390788 RU	103035- CREDIT INVOICE	02/02/2015	10-70-620 UNIFORM PURCHASE	( 131.00)	
2496994 RU	103035- CREDIT INVOICE	07/13/2015	10-70-620 UNIFORM PURCHASE	( 69.99)	
2580516 RI	103035- COLEMAN	11/18/2015	10-70-620 UNIFORM PURCHASE	171.93	
2581050 RI	103035- LIDDIARD	11/19/2015	10-70-620 UNIFORM PURCHASE	101.94	
2582401 RI	103035- LOVELL	11/23/2015	10-70-620 UNIFORM PURCHASE	201.93	
2582445 RI	103035- COLEMAN	11/23/2015	10-70-620 UNIFORM PURCHASE	480.00	
2582448 RI	103035- LOVELL	11/23/2015	10-70-620 UNIFORM PURCHASE	450.00	
2582453 RI	103035- LIDDIARD	11/23/2015	10-70-620 UNIFORM PURCHASE	480.00	
2585170 RI	103035- PETERSON	11/30/2015	10-76-620 UNIFORM PURCHASE	208.00	
2585171 RI	103035- NOWLAND	11/30/2015	10-76-620 UNIFORM PURCHASE	59.00	
2589218 RI	103035- PETERSON	12/04/2015	10-76-620 UNIFORM PURCHASE	96.00	
65605 RU	103035- CREDIT INVOICE	09/22/2014	10-70-620 UNIFORM PURCHASE	( 143.55)	
<b>Total SKAGGS PUBLIC SAFETY EQUIPMENT:</b>				<u>1,776.26</u>	
<b>SOUTHERN UTAH LUMBER</b>					
071984	8100- WOOD SPLITTER BOX	11/30/2015	53-56-252 EQUIPMENT MAINTENANCE	452.84	
072156	8100- MISC SUPPLIES	12/31/2015	10-79-410 SPECIAL DEPARTMENT SUPPLIES	159.95	
<b>Total SOUTHERN UTAH LUMBER:</b>				<u>612.79</u>	
<b>SPILLMAN DATA SYSTEMS, INC.</b>					
32000	TASK FORCE - SOFTWARE LAW FOR	01/06/2016	76-41-210 EQUIPMENT, SUPPLIES, OPERATING	44,030.00	
<b>Total SPILLMAN DATA SYSTEMS, INC.:</b>				<u>44,030.00</u>	
<b>STATE BUREAU OF INVESTIGATION</b>					
DEC 2015 OT EVA	C.DOUGLAS OT - OCT/DEC 2015	01/12/2016	76-40-111 OVERTIME-PERM	750.96	
<b>Total STATE BUREAU OF INVESTIGATION:</b>				<u>750.96</u>	
<b>SUU - AR (WATER LABS)</b>					
S0031986	T00000699 - WATER LAB TESTING	01/04/2016	51-40-255 WATER SYSTEM MAINTENANCE	1,200.00	
S0031993	T00007885 - LAB SERV TEST WATER	01/04/2016	53-56-312 TESTING	1,587.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
S0032146	T00007885 - LABORATORY SERVICES	01/13/2016	53-56-312 TESTING	30.00	
Total SUU - AR (WATER LABS):				2,817.00	
<b>SYMTEC LLC</b>					
3019	CCC - VOIP, SCADA WATER/SEWER	01/08/2016	10-81-740 CAP OUTLAY-EQUIPMENT	3,442.89	
3019	CCC - VOIP, SCADA WATER/SEWER	01/08/2016	51-40-730 CAP OUTLAY-IMPROVEMENTS	3,442.90	
3019	CCC - VOIP, SCADA WATER/SEWER	01/08/2016	52-55-740 CAP OUTLAY-EQUIPMENT	3,442.89	
Total SYMTEC LLC:				10,328.68	
<b>SYSCO LAS VEGAS INC.</b>					
611440756	1000046365 - CONCESSIONS	01/12/2016	20-40-482 MERCHANDISE-CONCESSIONS	873.09	
611526511	1000046365 - CONCESSIONS	01/19/2016	20-40-482 MERCHANDISE-CONCESSIONS	654.41	
Total SYSCO LAS VEGAS INC.:				1,527.50	
<b>TAC 1 SYSTEMS</b>					
SI-005010	CCPD - GEL INSERTS FOR 2 WAY KIT	11/06/2015	10-70-255 MAINTENANCE-RADIOS	207.51	
Total TAC 1 SYSTEMS:				207.51	
<b>TACTEC</b>					
14089	CCPD - FIX RADIO J.THOMAS NEW MI	12/07/2015	10-70-255 MAINTENANCE-RADIOS	104.00	
14090	CCFD - CABLE & WHIP ANT	12/07/2015	10-73-252 EQUIPMENT MAINTENANCE	41.50	
14094	CC WATER - READING EQUIP.	12/09/2015	51-40-741 CAP OUTLAY-VEHICLES	139.00	
Total TACTEC:				284.50	
<b>TASER INTERNATIONAL, INC.</b>					
SI1423461	CCPD - TASER, HOLSTERS, BATTERI	12/30/2015	10-70-450 SPECIAL PUBLIC SAFETY SUPPLIES	3,345.10	
Total TASER INTERNATIONAL, INC.:				3,345.10	
<b>THATCHER COMPANY</b>					
1379093	0309700-CHLORINE	01/06/2016	53-56-254 CHEMICALS	4,485.60	
Total THATCHER COMPANY:				4,485.60	
<b>UNIFIRST CORPORATION</b>					
352 0376374	200015 - UNIFORMS/MAT&MOPS	01/08/2016	53-56-451 UNIFORM SERVICE	26.80	
352 0376374	200015 - UNIFORMS/MAT&MOPS	01/08/2016	53-56-262 BUILDING & GROUND MAINTENANCE	30.12	
Total UNIFIRST CORPORATION:				56.92	
<b>UPPER CASE PRINTING, INK.</b>					
10208	NEWSLETTERS - MAY 2015	01/06/2016	10-41-221 NEWSLETTER	501.15	
Total UPPER CASE PRINTING, INK.:				501.15	
<b>UTAH DEPARTMENT OF HEALTH</b>					
011516	CCPD - BLOOD DRAW D.ORTON	01/15/2016	10-70-310 PROF & TECH SERVICES	35.00	
Total UTAH DEPARTMENT OF HEALTH:				35.00	
<b>UTAH LOCAL GOVERNMENTS TRUST</b>					
1517486	1057.0 WKRS COMP	01/10/2016	10-41-134 WORKERS COMPENSATION	458.18	
1517486	1057.0 WKRS COMP	01/10/2016	10-70-134 WORKERS COMPENSATION	3,803.44	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
1517486	1057.0 WKRS COMP	01/10/2016	10-77-134 WORKERS COMPENSATION	156.67	
1517486	1057.0 WKRS COMP	01/10/2016	10-83-134 WORKERS COMPENSATION	652.02	
1517486	1057.0 WKRS COMP	01/10/2016	10-92-134 WORKERS COMPENSATION	199.23	
1517486	1057.0 WKRS COMP	01/10/2016	28-40-134 WORKERS COMPENSATION	289.79	
1517486	1057.0 WKRS COMP	01/10/2016	54-40-134 WORKERS COMPENSATION	206.38	
1517486	1057.0 WKRS COMP	01/10/2016	10-60-134 WORKERS COMPENSATION	148.52	
1517486	1057.0 WKRS COMP	01/10/2016	10-76-134 WORKERS COMPENSATION	194.70	
1517486	1057.0 WKRS COMP	01/10/2016	10-81-134 WORKERS COMPENSATION	719.94	
1517486	1057.0 WKRS COMP	01/10/2016	10-90-134 WORKERS COMPENSATION	104.14	
1517486	1057.0 WKRS COMP	01/10/2016	24-40-134 WORKERS COMPENSATION	187.55	
1517486	1057.0 WKRS COMP	01/10/2016	53-56-134 WORKERS COMPENSATION	769.11	
1517486	1057.0 WKRS COMP	01/10/2016	10-44-134 WORKERS COMPENSATION	343.21	
1517486	1057.0 WKRS COMP	01/10/2016	10-75-134 WORKERS COMPENSATION	221.87	
1517486	1057.0 WKRS COMP	01/10/2016	10-79-134 WORKERS COMPENSATION	652.02	
1517486	1057.0 WKRS COMP	01/10/2016	10-87-134 WORKERS COMPENSATION	39.85	
1517486	1057.0 WKRS COMP	01/10/2016	22-40-134 WORKERS COMPENSATION	4.53	
1517486	1057.0 WKRS COMP	01/10/2016	52-55-134 WORKERS COMPENSATION	369.84	
1517486	1057.0 WKRS COMP	01/10/2016	61-40-134 WORKERS COMPENSATION	15.94	
1517486	1057.0 WKRS COMP	01/10/2016	10-42-134 WORKERS COMPENSATION	32.60	
1517486	1057.0 WKRS COMP	01/10/2016	10-73-134 WORKERS COMPENSATION	1,313.09	
1517486	1057.0 WKRS COMP	01/10/2016	10-78-134 WORKERS COMPENSATION	453.70	
1517486	1057.0 WKRS COMP	01/10/2016	10-84-134 WORKERS COMPENSATION	235.45	
1517486	1057.0 WKRS COMP	01/10/2016	20-40-134 WORKERS COMPENSATION	199.23	
1517486	1057.0 WKRS COMP	01/10/2016	51-40-134 WORKERS COMPENSATION	1,163.67	
1517486	1057.0 WKRS COMP	01/10/2016	55-40-134 WORKERS COMPENSATION	596.78	

Total UTAH LOCAL GOVERNMENTS TRUST:

13,531.45

## UTAH UC FUND

2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	10-60-135 UNEMPLOYMENT INSURANCE	99.41	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	10-76-135 UNEMPLOYMENT INSURANCE	182.38	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	10-81-135 UNEMPLOYMENT INSURANCE	21.36	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	10-90-135 UNEMPLOYMENT INSURANCE	35.62	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	24-40-135 UNEMPLOYMENT INSURANCE	130.90	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	53-56-135 UNEMPLOYMENT INSURANCE	78.60	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	10-44-135 UNEMPLOYMENT INSURANCE	57.02	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	10-75-135 UNEMPLOYMENT INSURANCE	99.86	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	10-79-135 UNEMPLOYMENT INSURANCE	224.50	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	10-87-135 UNEMPLOYMENT INSURANCE	353.93	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	22-40-135 UNEMPLOYMENT INSURANCE	167.96	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	52-55-135 UNEMPLOYMENT INSURANCE	8.71	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	76-40-135 UNEMPLOYMENT INSURANCE	5.60	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	10-42-135 UNEMPLOYMENT INSURANCE	138.51	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	10-73-135 UNEMPLOYMENT INSURANCE	554.76	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	10-78-135 UNEMPLOYMENT INSURANCE	88.41	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	10-84-135 UNEMPLOYMENT INSURANCE	204.55	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	20-40-135 UNEMPLOYMENT INSURANCE	565.98	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	51-40-135 UNEMPLOYMENT INSURANCE	167.17	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	55-40-135 UNEMPLOYMENT INSURANCE	123.53	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	10-41-135 UNEMPLOYMENT INSURANCE	207.96	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	10-70-135 UNEMPLOYMENT INSURANCE	429.62	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	10-77-135 UNEMPLOYMENT INSURANCE	48.79	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	10-83-135 UNEMPLOYMENT INSURANCE	416.51	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	10-92-135 UNEMPLOYMENT INSURANCE	189.77	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	28-40-135 UNEMPLOYMENT INSURANCE	224.87	
2015 4TH QUARTE	C 0-091546-0 Q4 2015 UNEMP TAX	01/20/2016	54-40-135 UNEMPLOYMENT INSURANCE	61.54	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total UTAH UC FUND:				4,887.82	
<b>WARNER TRUCK CENTER</b>					
604083	17953- VALVE	12/07/2015	10-78-930 INVENTORY	80.65	
609627	17953- PUMP	01/04/2016	10-78-930 INVENTORY	3,186.57	
611868	17953- SWITCH, FILTER	01/05/2016	10-78-930 INVENTORY	91.28	
Total WARNER TRUCK CENTER:				3,358.50	
<b>WAXIE SANITARY SUPPLY</b>					
75721880	129252 - CLEANING SUPL HERITAGE	01/08/2016	10-92-261 JANITORIAL SUPPLIES	366.58	
Total WAXIE SANITARY SUPPLY:				366.58	
<b>ZEE MEDICAL</b>					
D2009401	031411 - EYE WASH STN, WASH	12/08/2015	10-78-480 SPECIAL DEPARTMENT SUPPLIES	539.18	
Total ZEE MEDICAL:				539.18	
Grand Totals:				298,743.44	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: Renon Savage

City Treasurer: Wendy C. Boyd

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



# 8

CEDAR CITY RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CEDAR CITY COUNCIL APPOINTING TWO (2) REPRESENTATIVES TO THE CEDAR CITY REDEVELOPMENT AGENCY TAXING ENTITY COMMITTEE.

**WHEREAS**, pursuant to applicable statutory authority Cedar City has created the Cedar City Redevelopment Agency; and

**WHEREAS**, pursuant to the terms and conditions of UCA §17C-1-402 the Cedar City Redevelopment Agency has called a meeting of the Taxing Entity Committee; and

**WHEREAS**, the Taxing Entity Committee has not met for a substantial period of time and it is necessary and appropriate to update its membership; and

**WHEREAS**, pursuant to the relevant provisions of UCA §17C-1-402 Cedar City is authorized to appoint two (2) members to the taxing entity committee; and

**WHEREAS**, the Mayor of Cedar City has appointed Councilmember Ron Adams and Councilmember Craig Isom to serve as the Cedar City representatives to the Taxing Entity Committee and UCA §17C-1-402 requires the membership of the taxing entity committee be through the municipal legislative body.

**NOW THEREFORE** it is hereby resolved by the City Council of Cedar City, State of Utah, that the Mayor's appointment of Councilmember Ron Adams and Councilmember Craig Isom to the Cedar City Redevelopment Taxing Entity Committee is hereby adopted, ratified, and approved by the Cedar City Council.

This Resolution, Cedar City Resolution No. \_\_\_\_\_, becomes effective immediately upon passage by the City Council.

Ayes: \_\_\_ Nays: \_\_\_ Abstained: \_\_\_

Dated this \_\_\_ day of January, 2016.

\_\_\_\_\_  
Maile L. Wilson  
Mayor

[SEAL]  
Attest:

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



#9

**CEDAR CITY RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING CEDAR CITY'S AIRPORT RULES AND REGULATIONS AND MINIMUM STANDARDS.**

**WHEREAS**, in compliance with FAA rules and regulations and in an effort to establish generally applicable standards for the conduct of business at the Cedar City Regional Airport, Cedar City has established the Cedar City Regional Airport Rules and Regulations and Minimum Standards; and

**WHEREAS**, from time to time it is necessary and appropriate to update the Cedar City Airport Rules and Regulations and Minimum Standards; and

**WHEREAS**, the proposed Cedar City Regional Airport Rules and Regulations and Minimum Standards, including the proposed amendments, have been reviewed by the Federal Aviation Administration; and

**WHEREAS**, the amendments contained herein have been recommended by the Cedar City Airport Board; and

**WHEREAS**, the Cedar City Council has considered the proposed amendments and finds that it is in the best interest of the health, safety, and general welfare of the Cedar City Regional Airport to adopt the amendments contained herein.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of Cedar City, State of Utah, that the amendment to the Cedar City Regional Airport Rules and Regulations and Minimum Standards attached hereto as exhibit #1 are hereby adopted and the underlined language is adopted with the struck through language being deleted. All formatting notations shall be ignored. Staff is authorized to make such non-substantive alterations as are necessary to properly format the document for publication. Staff is directed to publish the amended Rules and Regulations and Minimum Standards on the City's web page.

This Resolution, Cedar City Resolution No. \_\_\_\_\_, shall become effective immediately upon passage by the City Council.

AYES:      \_\_\_      NAYS:      \_\_\_      ABSTAINED:      \_\_\_

Dated this \_\_\_\_\_ day of January, 2016.

\_\_\_\_\_  
MAILE L. WILSON  
MAYOR

[SEAL]  
ATTEST:

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

# EXHIBIT #1

CEDAR CITY RESOLUTION NO. \_\_\_\_\_

**CEDAR CITY REGIONAL AIRPORT  
CEDAR CITY, UTAH**



**RULES AND REGULATIONS  
AND  
MINIMUM STANDARDS**

Amended and Passed  
by the City Council  
~~07/01/15~~ 01/27/16

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## INTRODUCTION

Cedar City Regional Airport (CCRA) is a commercial service aviation facility serving the air transportation needs of the citizens of Cedar City and Iron County, Utah.

The Airport is a public use facility served by scheduled air carriers for passenger carriage and cargo, air charter and air taxi operators, flight schools, crop dusters and medical transport operators, and is utilized by aircraft owners, operators, pilots and passengers for their air transportation needs, businesses and recreational flying activities.

The Airport, aside from offering to the community aviation-related, as well as economic services and benefits, is a symbol of pride for the City of Cedar City and its citizens. It is representative of the City's desire and commitment to move forward and to progress.

The government of the City of Cedar City, representing the people of Cedar City, Utah supports the Airport and its activities and intends to do that which is necessary and consistent with all applicable law to ensure its viability in order that it may continue to safely, efficiently, and adequately serve, to the best of its ability, the needs of all who use the Airport and rely on its services.

These Rules and Regulations and Minimum Standards are developed utilizing FAA Advisory Circular 150/5190-7 guidance. Moreover, to the extent that the Airport or City has undertaken Federal Grant Obligations and has made certain Federal Grant Assurances, it is the policy of the Airport and City to abide by all such Obligations and Assurances. In the event of a conflict between these Rules and Regulations and the terms of any Federal Grant Obligations and/or Federal Grant Assurances, the terms of the Federal Grant Obligations and/or Federal Grant Assurances shall supersede and control.

## CHAPTER I

### GENERAL PROVISIONS

#### Section 1 Purpose

These Airport rules and regulations and minimum standards, hereafter referred to as "regulations and standards" are designed to establish the necessary regulations and standards for the management, government and use of the Airport and to ensure the continued viability and safety of the Airport for its users and for the citizens of Cedar City. These regulations and standards are intended to be reasonable, attainable, uniformly applied, non-arbitrary and non-discriminatory. These regulations and standards apply equally to everyone using the Airport and shall be observed, abided by and obeyed.

These regulations and standards do not pertain to scheduled Air Carrier Operations under Federal Aviation Regulation Part 121, U.S. Government Agencies or to Military.

#### Section 2 Definitions

The following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

- A. *Aeronautical Activity* - Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within the definition, commonly conducted on airports include, but are not limited to the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.
- B. *Aircraft* - Aircraft shall have that meaning specified in Title 49 United States Code and in Federal Aviation Regulation Section 1.1 and includes a device that is used or intended to be used for flight in the air, including but not limited to, airplanes, rotorcraft and helicopters, gliders, ultralights and lighter than air vehicles.
- C. *Airport Layout Plan* - The currently approved, scaled dimensional layout of the entire Airport property, indicating current proposed usage for each identifiable segment as approved by the Federal Aviation Administration and the Cedar

City Regional Airport.

- D. *Board* - Airport Board appointed by the City who has the authority and responsibility to make recommendations to the City Council on all matters of airport development and establishing of policy for the use and operation of the airport.
- E. *Cedar City Regional Airport* - Referred to as the "Airport", means the property allocated for the operation of the Cedar City Regional Airport in the City of Cedar City, State of Utah, as depicted on the current Airport Layout Plan.
- F. *City of Cedar City* - Referred to as the "City", means the Cedar City Corp., the fee simple owner of the property that comprises the Cedar City Regional Airport. City includes the designated staff or representatives thereof.
- G. *Commercial Aeronautical Activity* - Any aeronautical activity which involves, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is accomplished. Activities include operations such as charter, hauling cargo, aircraft sales, flights schools or aircraft rental, etc.
- H. *CTAF* - The Common Traffic Advisory Frequency that aircraft use to announce intentions and communicate with other aircraft in the airport traffic pattern or while on an airport movement area.
- I. *Entity* - A person, persons, firm, partnership, Limited Liability Company, unincorporated proprietorship, association, group or corporation.
- J. *Fixed Base Operator (FBO)* - A commercial business granted the right by the City to operate on or at the Airport and provide aeronautical services such as (by way of example and not limitation) fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance and flight instruction.
- K. *Fuel Staging* – Area designated by the Airport Manager for staging fuel service vehicles and equipment necessary for direct aircraft refueling.
- L. *Fuel Storage* – Fuel storage tanks used for the method of storing or containing fuel to be used in an airport fueling operation.
- M. *GPU* - A Ground Power Unit that provides electrical power to an aircraft when the aircraft is shut down but needs to operate auxiliary onboard equipment.
- N. *Manager* - Means the Airport Manager of the Cedar City Regional Airport who is the designated person appointed by the City.

- O. *Minimum Standards* - Qualifications established by the Cedar City Regional Airport Board as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport and or for a land or facility lease.
- P. *Movement Area* - The runways, taxiways and other areas of an airport that are used for taxiing, takeoff and landing of aircraft, exclusive of loading ramps and aircraft parking areas.
- Q. *Non-Aeronautical Activity* - Any activity conducted on Airport property that does not involve the operation of an aircraft or that contributes to or is required for the safe operation of aircraft.
- R. *Non-Commercial Aeronautical Activity* - Any aeronautical activity which does not involve, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is(are) accomplished.
- S. *Non-Commercial Flying Club* - Any combination in which three (3) or more persons are associated (directly or indirectly) as individuals or as any association or legal entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue Service.
- T. *Non-Movement Area* – Includes taxilanes, helipad and parking aprons.
- U. *Operator* - Means use, cause to use or authorize to use aircraft, for the purpose of air navigation including the piloting of aircraft, with or without the right of legal control (as owner, lessee, or otherwise.)
- V. *Operate Aircraft and Operation of Aircraft* – Means using aircraft for the purposes of air navigation, including the navigation of aircraft and causing or authorizing the operation of aircraft with or without the right of legal control of the aircraft.
- W. *Regulations and Standards* – The rules, regulations and standards as may be promulgated and adopted from time to time by the City or Board to protect the public health, safety, interest and welfare of the Cedar City Regional Airport.
- X. *Specialized Aviation Service Operator (SASO)* - A commercial aeronautical activity that provides one or more commercial services as outlined in Chapter IV.

- Y. *UNICOM* - Refers to the Universal Communications frequency that aircraft use to communicate with service personnel for fuel and parking information.
- Z. *Federal Grant Obligations* – Any and all obligations of the City arising out of or in connection with a Federal grant program, airport development assistance or Federal aid, including but not limited to obligations arising under the Surplus Property Act of 1944 (49 U.S.C. Secs. 47151-47153), the Federal Air to Airports Program, the Airport Development Aid Program and the Airport Improvement Program.
- AA. *Federal Grant Assurances* – A provision within a Federal Grant Agreement to which the City, as recipient of Federal airport assistance, has agreed to comply in consideration of the assistance provided. Grant assurances are required by Federal Statute (49 U.S.C. Sec. 47101.)
- BB. *Exclusive Right* – The power, privilege or other right excluding or debarring another firm from enjoying or exercising a like power, privilege or right. An exclusive right can be conferred either by express agreement, or by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

## CHAPTER II

### RULES AND REGULATIONS

#### PART I: GENERAL

##### Introduction

All aeronautical activities at the Airport, all operation and flying of aircraft at the Airport, and all business and other activities at the Airport, shall be conducted in accordance with these regulations and standards, and all pertinent rules, regulations, orders and rulings of the FAA and the Utah Department of Transportation Division of Aeronautics (DOA), as appropriate, which are made a part of these regulations and standards by this reference. In the event of any conflict between these regulations and standards and any law, rule, regulation or order of any governmental agency cited in this section exercising the same or similar jurisdiction, the latter shall prevail.

##### Section 1 Airport Manager

The Airport Manager is authorized to take all reasonable actions necessary to protect and safeguard the public while present at the Airport and to oversee all Airport operations consistent with these regulations and standards, those of the FAA and the laws of the State of Utah. The Airport Manager shall administer these rules, regulations, and standards in a reasonable, impartial and uniform manner so as not to allow discriminatory application thereof.

- a. The Airport Manager will control the Airport's primary UNICOM and CTAF frequencies in strict accordance with applicable FCC regulations.
- b. Complaints pertaining to any activity or service at the Airport, if not accommodated satisfactorily by the Airport Manager, may be registered by writing to the Chairman of the Cedar City Airport Board. The address of the Chairman of the Airport Board shall be available through the offices of the Cedar City Corp or the Airport Manager.

##### Section 2 Public Use

The Airport shall be open for public use at all hours, subject to regulations or restrictions due to weather, the conditions of the Airport operational area, and special events and like causes, as may be determined by the City. The Airport is provided by the City for the use, benefit, and enjoyment of all. Reasonable and nondiscriminatory user fees and charges may be established to support the maintenance and improvements of the Airport.

### **Section 3   Common Use Areas**

Common use areas include all runways for landing and take-off, taxiways, airport lighting, all apparatus or equipment for disseminating weather and wind information, for radio or other electrical communication, and any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and take-off of aircraft. All parallel and connector taxiways shall be common use areas. All taxi-lanes shall be kept clear and available for aircraft traffic. All airplane aprons shall be considered common use areas available for use. All aircraft must be parked in marked/approved parking locations. No vehicles, trailers or equipment will be parked in any common use areas. Usage of the T-hangar taxi-lanes at 2246 and 2252 West Kitty Hawk Drive are for the tenants of the T-hangars. Usage of the taxi-lanes for the facilities located at 1215 and 1305 North Airport Road are for the tenants of these two facilities. Except in emergency situations, no FBO or other Operator or person shall use any common use area for nonstandard purposes without the prior consent or authorization of the City and/or Airport Manager. Common use designations may be changed from time to time by the Airport Manager.

### **Section 4   Ground Vehicular Traffic and Parking**

Normal traffic laws of the State of Utah shall apply to the streets, roads and vehicular parking areas at the Airport, unless otherwise provided by law. Except for fire-fighting equipment, ambulance and emergency vehicles, or official airport vehicles, or other vehicles approved by Airport Manager, no person shall take or drive any vehicle on the Airport, other than on established streets, roads and vehicular parking facilities, unless permission has first been obtained from the City and/or Airport Manager. Pilots and their passengers may load and unload their aircraft but may only operate a vehicle on the parking aprons. Vehicles shall not be parked and left unattended on the Airport aircraft movement/parking areas. The speed limit for vehicles operated in aircraft movement areas is twenty-five (25) mph. Operators of unauthorized vehicles shall be subject to arrest and vehicles towed, if necessary, at owner's expense. Vehicles may be used to tow gliders from their hangar/parking area to the glider operations area and as necessary for flight operations provided they have radios that can transmit and receive on the Common Traffic Advisory Frequency (CTAF) and have prior permission from the Airport Manager.

### **Section 5   Pedestrians**

For their own protection, all pedestrians must remain clear of movement areas at all times. Pedestrians are only permitted in the Airport Operations Area (AOA) if they have an operational need to be in the AOA.

### **Section 6   Exterior Advertising and Signs**

No signs or other advertising shall be placed or constructed upon the Airport or within or upon any building or structure or improvements thereon without having first

obtained approval from the Airport Manager and/or City Building Dept. No lighted signs are permitted on the airside of the airport.

**Section 7 Operators to Keep Rules and Regulations Available**

All operators based at the Airport shall keep a current copy of these regulations and standards posted in hangar or place of business and available for viewing to all who enter. It is the responsibility of all owners of aircraft based at the Airport and pilots who use the Airport to be familiar with the contents of this document. Those operating at the Airport bear the responsibility for compliance and ignorance is not an excuse for violation of any rule, regulation, or minimum standard. Airport Rules and Regulations and Minimum Standards are available electronically at [www.cedarcity.org](http://www.cedarcity.org).

**Section 8 "Flagging" and/or "Hawking" is Prohibited**

"Flagging" and/or "Hawking" for the purposes of these regulations and standards is defined as: Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs if approved by the City).

**Section 9 Refuse**

No person shall throw, dump or deposit any waste, refuse or garbage on the Airport. All waste, refuse or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such manner as to minimize any hazards. All hazardous waste must be controlled and disposed of in accordance with all State and City Environmental Regulations. At no time will outside storage of oil, fuel, or chemical drums be permitted. No outside storage of any hazardous items is permitted.

**Section 10 Approval of Construction**

No buildings, structures, tie-downs, ramps, paving, taxi areas or any other improvement or addition on the Airport shall be placed or constructed on the Airport, or altered or removed without prior approval of the City. In the event of any construction the City may, at its discretion, require an appropriate bond to guarantee the completion of the construction in accordance with its approval. The City shall consider conformance to the capital improvement plan for the Airport, the Airport Layout Plan and Airport Master Plan prior to the approval or denial of any construction or development at the Airport.

An FAA form 7460-1 must be filed with the Denver Airports District office by the requestor before approval of any construction can be granted.

**Section 11 Waiver of Rules and Regulations and Minimum Standards Provisions**

The City may, at its discretion, waive all or any portion of these regulations and standards for the benefit of any government, governmental agency, or public service entity performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or firefighting operations, but only to the extent permitted by the rules of the FAA and the laws of the State of Utah.

**Section 12 Acts of God**

Nothing contained in these regulations and standards shall be construed as requiring the City to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstances beyond the control of the City.

However, should acts of God occur to the extent that the FBO/Operator is not able to conduct business as usual, all rents and fees due the City shall be temporarily suspended for a reasonable period of time to allow the FBO/Operator to reopen for business at its discretion.

**PART II: AIRCRAFT OPERATION**

**Section 1 General**

- a. Every person operating an aircraft shall comply with and operate such aircraft in accordance with these regulations and standards, and all pertinent rules, regulations, orders and rulings of the FAA, and DOA and other appropriate governmental agencies. Every person operating an aircraft is responsible for the safe of operation and for the safety of others exposed to such operation, and therefore shall exercise good operating procedures at all times. Aircraft shall not be operated carelessly or negligently nor in disregard of the rights and safety of others.
- b. The Cedar City Regional Airport is a non-towered airport. All aircraft must have radio equipment permitting two-way communications to monitor the Airport CTAF to obtain Airport advisory information prior to entering the Airport traffic pattern.
- c. The official FAA traffic pattern chart is made a part of these regulations and standards and every person operating an aircraft is recommended to follow the FAA designated pattern.
- d. Unless a Notice to Airmen (NOTAM) has been issued and except for special circumstances or emergency situations, all aircraft shall follow the appropriate taxiway and runway guidance marking and lighting

when operating on the Airport unless a safe operation on to the turf or other areas can be accomplished without interference with other aircraft. Taxiways are to be used exclusively for the movement of aircraft to and from runways.

- e. In the event the Airport Manager believes the conditions of the Airport are unsafe for landings or takeoffs, it shall be within the Managers' authority to issue a NOTAM to close the Airport, or any portion thereof, for a reasonable period of time so that such unsafe conditions may be corrected.
- f. In the event any aircraft is damaged to the extent that it cannot be moved under its own power, the Airport Manager shall be immediately notified by the aircraft owner, operator or pilot and/or FBO. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, or the owner's agent or legal representative shall, as soon as reasonably possible, obtain the necessary permission for removal of said aircraft from all landing areas, taxilanes, and all other traffic areas, and place or store said aircraft in normal hangar/tie down areas or as approved by the Airport Manager. The Airport Manager shall have the authority to remove the disabled aircraft at the aircraft owners and or operator's expense if the aircraft is impacting airport operations and the owner and/or operator fails to respond in a timely manner.
- g. Landing on Runway 2/20 is restricted to aircraft with rubber wheel type landing gear configurations. Aircraft equipped with pontoons, skids or skis are not permitted to land or touchdown on any runway surface except in an emergency.

## **Section 2 Aircraft Parking/Maintenance**

- a. No person shall park, store, tie-down or leave any aircraft on any area of the Airport other than paved parking aprons that are identified by the Airport Layout Plan. All aircraft parked outside on any airport apron must be fully operational and hold a valid Airworthiness Certificate.
- b. Operators shall properly secure their aircraft while parked or stored. Pilots are solely responsible for parking and tying down their aircraft, including any special security measures required by weather conditions or other conditions at the Airport. Operators also shall be responsible within reason for securing aircraft in a manner necessary to avoid damage to other aircraft or buildings at the Airport in the event of winds or other severe weather. The City's obligation, unless otherwise provided for by any Operator lease agreement, shall be the maintenance of the aircraft parking space, exclusive of tie-down rope and grass surfaces.

- c. All maintenance to aircraft or engines shall be made in hangars or areas designated for this purpose by the City and/or Airport Manager and not on any part of the landing area, taxiways, ramps, aprons, and fueling/service areas.
- d. The washing of aircraft, equipment, or items such as fuel trucks, etc. is not permitted on the airport. This practice would result in oils, fuels, lubricants, etc. entering the storm water drain system.
- e. Painting of aircraft, equipment, etc. is not permitted on the airport without first obtaining required federal, state, and city environmental permits.

### **Section 3   Fire Regulations**

The following shall apply, except where either insurance requirements or applicable codes differ, in which case the latter shall prevail.

All persons using the Airport and its facilities shall exercise the utmost care and caution against fire and injury to persons and/or property.

- a. No person shall fuel or drain fuel from any aircraft while the engine is running or while such aircraft is in a hangar or enclosed space. All fueling procedures shall be in strict compliance with NFPA 407 requirements.
- b. No person shall use flammable or volatile liquids in cleaning aircraft engines, propellers, and other aircraft components unless such cleaning occurs in open air or in a facility designed for such use with proper ventilation and equipped with adequate and readily accessible fire extinguishers.
- c. Each hangar shall have at a minimum two (2) 2A10BC approved fire extinguishers mounted on brackets on opposite walls next to hangar access door. All tenants or lessees are responsible to provide and maintain fire extinguishers.
- d. No person shall store any material or piece of equipment in such a manner that it becomes a hazard. Gasoline, jet fuel, lubricating oil, or any other flammable substance shall be stored in accordance with applicable codes and regulations. No person shall store any lubricating oils on the Airport except in specified and labeled containers or receptacles.
- e. All persons on the Airport shall keep all areas of the premises leased or used by them, clean and free of oil, grease, and other flammable materials. Hangar floors shall be kept clean, free from waste materials

or other trash and rubbish. Any person operating or using any equipment on the Airport shall use extreme caution and care.

- f. No person shall smoke or ignite any matches, flares, lighters, or other objects which produce an open flame anywhere within a hangar, shop building, or structure in which any aircraft is or may be stored, or in which any fuel, oil or flammable substance is stored, or within fifty (50) feet of any aircraft or any fueling facilities.

### **PART III VIOLATIONS**

#### **Section 1 General**

Any person may be promptly removed or ejected, either temporarily or permanently, from the Airport by the City and/or Airport Manager, depending on the seriousness of the violation, for security violations, failure to pay required fees, violation of these regulations and standards, violation of City ordinances and laws, Federal Aviation Regulation violations, or violations of all other rules and regulations set forth by the United States government; and, unless provided for elsewhere within this document, in addition, may be subject to any penalties otherwise provided by City ordinance or law, Federal Aviation Regulations, and all other rules and regulations of the United States government.

The City may hear and decide appeals from the persons so removed in accordance with this chapter. The City shall, in writing, within fourteen (14) days of any such removal or ejection, render to the person removed or ejected under this section, a letter to the last known mailing address delineating the specific violation of these regulations and standards which necessitated such removal. The City may hear appeals submitted by any person or persons so removed or ejected, within ten (10) days of their receipt of such letter from the City. Requests for appeals must be made in writing within those ten (10) days. The appeal shall be heard by the City Manager. At that time, the City Manager may choose to override the appeal or reduce the amount of time of the ejection. A decision on the appeal will be rendered in writing within fifteen (15) days of hearing the appeal.

### **PART IV GOVERNMENT AGREEMENTS**

#### **Section 1 War or National Emergency**

During time of war or national emergency, the City shall have the right to lease the Airport, and/or landing area, or any part thereof to the United States Government for military use, and, any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease and the provisions of the government lease shall control insofar as they are inconsistent with the said operators agreement, lease or authority.

**Section 2    Leases Subordinate to Government Lease**

Any license, authority, lease or agreement entered into pursuant to these regulations and standards shall be subject and subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or the maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

**Section 3    Minority Business Enterprises**

It is the policy of the City of Cedar City, Utah, to utilize Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in all aspects of contracting. This commitment can be demonstrated by the efforts taken in the development of a MBE Plan and in correspondence within this organization stating such position. The plan will be made available upon request.

The City's goal for leasing operations at the Airport is:

MBE = 10%

WBE = 10%

**PART V        AIRPORT MASTER PLAN / AIRPORT LAYOUT PLAN**

**Section 1    FBO Approval Not Required**

Subject to the requirements of applicable federal, state and local law, the City may, without the consent or approval of any FBO or other person licensed to do business or use part of the Airport, make changes in the Master and Layout Plans of the Airport and in its planning and policies in connection with the development of the Airport. However, it is the City's intent to inform FBO(s) and other businesses, tenants, and users of proposed improvements and/or changes to the Airport Master and Layout Plans at the Cedar City Regional Airport and to request and consider any and all comments. A copy of the Airport Master and Layout Plans can be obtained through the Airport Manager or from the City Offices.

**PART VI        RESERVATION OF RIGHTS TO INDIVIDUAL USERS**

**Section 1    Explanation of Rights and Duties Imposed**

Notwithstanding anything to the contrary contained herein, the following rights, privileges and duties are hereby conferred and imposed upon individual users of the Airport facilities including but not limited to individual pilots, aircraft owners and operators, tie-down and T-hangar renters.

- a. All individual operators or users as defined herein shall meet and maintain all standards for licensing, maintenance, and repair of aircraft established by the Federal Aviation Regulations (FARs), Safety

Bulletins, Advisory Circulars and all other Federal and State regulations and standards for licensing, maintenance, and repair of aircraft.

- b. It shall be the duty of all individual users of the Airport to fully inform themselves of and to keep current on all Federal and State aviation regulations and standards and to completely and promptly comply herewith, and also regulations set forth by the City.
- c. Nothing contained herein shall restrict or limit the right of aircraft owners, operators and pilots to perform preventive maintenance on their own aircraft which are allowed by the regulations and standards. However, all such repairs and maintenance shall be authorized and conducted strictly in accordance with Federal and State regulations, circulars, airworthiness directives, and requirements and such maintenance and repairs shall be conducted within the area designated for owner/operator maintenance or T-hangars leased by individual users of the Airport or by authorized repair facilities on the field.
- d. All individual users shall comply with these regulations and standards regarding common use areas and will not allow any maintenance or repair activities or any part thereof to be conducted in said common areas and will comply with all safety and fire regulations in effect at the time.
- e. Facilities on Airport property shall be utilized for aviation related activities only. Hangars/buildings are to be constrained to aircraft storage, maintenance and authorized ground support operational equipment that is determined by the type of aeronautical activity. Approval to deviate from non-aviation use to commercial/industrial use must be justified and granted by the Airport Board. Non-aviation use facilities are limited to facilities that do not have direct access to any ramp, taxiway or runway. User must ensure there is adequate parking for the anticipated use. The size and number of stalls shall be according to the Cedar City Zoning Ordinance.
- f. Nothing herein shall be construed as restricting the full use and enjoyment of Cedar City Regional Airport by all individual aircraft owners, operators, pilots, renters of the tie-down and T-hangars and all other individuals having a right to be users of the Airport.
- g. User fees are established by City Ordinance and must be paid no later than the 15<sup>th</sup> of each month for all airport related activities occurring the previous month.

## **CHAPTER III**

### **MINIMUM STANDARDS**

#### **Section 1 Special Events**

Special events, such as, but not limited to, air shows, air races, skydiving, balloon operations or other similar events or activities requiring the general use of the Airport, other than activities specifically described and allowed herein, shall be held only after formal approval for same has been granted by the City and/or the Airport Manager. The Airport Manager will be notified not less than forty-eight (48) hours in advance of any Fly-ins planned or promoted by FBOs/Individuals at the Airport. Said approval shall specify the areas of the Airport authorized for such special use, dates and such other terms and conditions as the City may require.

#### **Section 2 Glider Operations**

Glider operations shall be conducted in accordance with traffic patterns and safety procedures shall be followed, as approved by the City and/or the Airport Manager, and reviewed by the FAA.

#### **Section 3 Business Activities**

Subject to applicable orders, certificates or permits of the FAA, or its successors, Grant Agreements with FAA and the laws of the State of Utah, or unless covered under pre-existing agreement with the City, no person shall use the Airport or any portion thereof or any of its improvements or facilities for commercial, business or profit-making activities who has not first complied with these regulations and standards and obtained the consent and required approval and/or licenses for such activities from the City and entered into such written leases and sub-leases and other agreements prescribed by the City. Notwithstanding any other provision of these regulations and standards and any FBO/Operator lease agreement now or hereafter approved by the City, the requirements of the latter shall prevail, unless otherwise provided by FAA regulations.

#### **Section 4 Action on Application**

The City may deny any application or reject any bid or proposal as the case may be, if, as determined by the Airport Manager, in its opinion, it finds any one or more of the following:

- a. The applicant for any reason does not meet the qualifications, standards and requirements established by these rules and regulations; or
- b. The applicant's proposed operations or construction will create a safety hazard on the Airport; or

- c. The granting of the application will require the City to spend funds, or to supply labor or materials in connection with the proposed operations to an extent which the City is unwilling to enter into such an arrangement; or the operation will result in a financial loss to the City; or
- d. There is no appropriate, adequate or available space or building on the Airport to accommodate the proposed activity of the applicant at the time of the application unless the applicant proposed to construct such facilities; or
- e. The proposed operation or Airport development or construction does not comply with the approved Airport Master Plan for the Airport; or
- f. The development or use of the area requested by the applicant will result in depriving existing Operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present Operator on the Airport through problems in connection with aircraft traffic or service, or preventing free access to the Operator's area; or
- g. Any party applying, or interested in the business, has supplied the City with any false information or has misrepresented any material fact in the application or in supporting documents; or has failed to make full disclosure on the application or in supporting documents; or
- h. Any party applying, or interested in the business, has a record violating these regulations and standards, or the regulations and standards of any other Airport, or the Federal Aviation Regulations or any rules and regulations applicable to the airport; or
- i. Any party applying, or interested in the business, has defaulted in the performance of any lease or any other agreement with the City; or
- j. Any party applying, or interested in the business, has a credit report containing derogatory information which suggests said applicant does not appear to be a person of satisfactory business responsibility and reputation; or
- k. The applicant does not appear to have or have access to the operating funds necessary to conduct the proposed operation; or
- l. Any party applying or interested in the business has been convicted of any crime or violation of any City ordinance or state or federal law of such a nature that it indicates to the City that the applicant would not be a desirable operator on the Airport.

- m. Nothing contained herein shall be construed to prohibit the City from denying, for any reason it deems sufficient, an application to do business on the Airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the Airport for the personal non-profit use of such person.

## **Section 5   Supporting Documents**

All applicants shall submit the following supporting documents to the City, together with such other documents and information as may be requested by the City. Applicants must grant the City the authority to conduct a Criminal History Records Check and a current Credit Report. A non-refundable initial application fee is required at time of application submission.

- a. A current financial statement prepared or certified by an independent certified public accountant, and certified by the chief financial officer(s) of the intended business. The applicant may request that access to this information be protected from the public. Evaluation of the request will be subject to the statutes currently in effect. The Chair of the Airport Board and the Airport Manager will designate up to three additional individuals to review the information when an application is received. Upon review of the financial statement, the evaluation committee may require additional information such as bank statements, Profit/Loss statements, etc.
- b. A description of previous experience in Airport Service and a listing of key personnel to be assigned to the Cedar City Regional Airport with duties, responsibilities, and similar experience.
- c. A written authorization for the FAA, and all Aviation or Aeronautic Commissions, Administrators, or Departments of all States in which the applicant has engaged in aviation business to supply the City with all information in their files relating to the applicant of the operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.
- d. A written listing of the assets owned or being purchased which will be used in the business on the airport.
- e. A current credit report covering all areas in which the applicant has done business during the past five (5) years. The applicant may request that access to this information be protected from the public. Evaluation of the request will be subject to the statutes currently in effect.

- f. Most recent two (2) years of maintenance and flight records for all aircraft proposed to be used by the FBO.
- g. A copy of all licenses/certificates held by any individual or business entity proposed to be part of the FBO.
- h. The applicant must disclose any business entities they have participated in as an owner, agent, member, partner, incorporator, manager, managing partner, or in any other corporate capacity.
- i. The Chair of the Airport Board and the Airport Manager will designate up to three additional individuals to review the information when an application is received.
- j. All FBO(s) with their initial application shall furnish to the Airport Board/City:
  - (1) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Commercial General Liability \$5,000,000 per occurrence; Personal liability \$5,000,000 and a hold harmless clause in favor of the City, its officers and employees. Cedar City Corporation must be listed as Certificate Holder.
  - (2) A current address and telephone number.

**Section 6   Airport Leases Non-Transferable**

Except as otherwise provided in existing leases of the airport, no right, privilege, or approval to do business at the Airport, or any lease of any area of the Airport or a part thereof shall be assigned, sold or otherwise transferred or conveyed in whole or part without the prior express written consent of the City. No lease, or portion thereof, may be assigned or sub-let without prior approval of the City and all assignees or sub-leases as approved by the City shall comply with these regulations and standards.

**Section 7   Rates**

Rates charged by any operator at its leasehold for hangar space, T-hangar rentals, tie-downs, products and services shall not be excessive, discriminatory or otherwise unreasonable, and shall be filed with the City whenever subject to change.

## CHAPTER IV

### AIRPORT OPERATORS, LEASES AND CONCESSIONS

#### Section 1 Fixed Base Operator (FBO)

No person shall use the Airport as an FBO until such person has executed a lease agreement approved by the City establishing Airport space lease terms, rental amounts, insurance requirements and other terms and conditions required by the City; has met the qualifications, standards and requirements of these regulations and standards; and has paid the required fees.

An FBO shall be a person/operator who carries on or conducts line services which shall include the supplying of fuel and other services. In order to qualify as an FBO at the Cedar City Regional Airport, the person/operator must provide;

(1) Jet and Aviation Fuel in accordance with NFPA 407 and ATA 103(as enforced by the airline quality control policies). Fueling vehicles/equipment will be in 100% fully operational status and in complete compliance with the above directives, or they will be stored at the FBO(s) fuel farm. Leaks of any magnitude will not be tolerated. Leaking vehicles or fuel storage tanks will be repaired or drained immediately or subject to Fire Department citation, fine and immediate termination of fuel servicing capability. Any person operating fuel servicing equipment or any fuel handling equipment shall be qualified per 14 CFR Part 139 and that qualification shall be on file with the Airport Manager. Fuel attendants must participate in line service training programs to enhance fueling safety. Line services will be available at a minimum from daylight to dusk or accommodating the scheduled airline flight schedule, whichever covers the greater span of time. Linemen will be contactable by phone or radio (monitoring CTAF and Unicom) at all times during the above hours. Emergency call out services will be available twenty-four (24) hours seven (7) days per week. FBOs may negotiate services for major holidays with the Airport Manager.

(2) Aircraft Charter/Rental Service that shall require the FBO to have a minimum of two serviceable and well maintained aircraft on the Cedar City Regional Airport at all times, one of which must have at least 4 seats and be IFR capable. The aircraft may be absent from the airport if they are rented, chartered, or in short term (less than three (3) weeks) maintenance. All other absences must have a substitute aircraft on the airport until the original aircraft can be returned to service. Aircraft will be fully insured for all commercial uses. Charter Service shall be provided so that the general public can contact and schedule charter flights with no more than twenty-four (24) hour notice. All Charter services shall be conducted under 14 CFR Part 135. It is mandatory that all charter enplanements be recorded and reported to the appropriate federal authorities as directed by the Airport Manager. A copy of licenses/certificates must be furnished to Airport Manager.

(3) Ground and Flight Instruction will be available to students to include Private Pilot, and Instrument ratings at a minimum. Aircraft will be made readily available by

the FBO to accommodate these requirements. The aircraft will be fully operational. An Instructor will be available for not less than forty (40) hours per week at the Cedar City Airport. The schedule may be flexible to allow the Instructor to accomplish charter pilot duties or other aviation related duties. A copy of licenses/certificates must be furnished to Airport Manager.

(4) The FBO shall provide aircraft maintenance by an aircraft mechanic with inspection authority. The mechanic shall be: (i) available on the airport for a minimum of forty (40) hours per week; and (ii) must have a hangar suitable for the type aircraft typically requiring service at the airport and must possess the tools required to perform the maintenance expected from these aircraft. The mechanic shall be available on call for emergency response to aircraft incidents. A copy of licenses/certificates must be furnished to Airport Manager.

(5) At a minimum, the FBO must provide, Ground Power Unit service, de-icing capability, aircraft tow and disabled aircraft removal capability, a current inventory of charts and navigation aids, commonly expected pilot supplies, catering services, and full service amenities to include a pilot lounge with flight planning area. The FBO shall at all times, maintain an adequate supply of the oils and fluids required to serve aeronautical users of the Airport.

(6) All fuel sold by the FBO on Cedar City Regional Airport must be stored in approved fuel tanks located on a leased fuel farm location on the airport. The FBO shall not place or maintain any fueling facilities on the Airport, mobile or fixed, which are not approved by the City. The FBO shall not deliver fuel into any aircraft unless the fuel has first been placed in a suitable and approved filtration tank. There shall be no fueling direct from a common carrier transport truck into mobile fuel truck. Minimum fuel storage requirements are twenty-two thousand (22,000) gallons of Jet A, and twenty-two (22,000) gallons of 100LL aviation fuel. The fuel farm and all fuel servicing vehicles are subject to both monthly and random inspection by both the City Fire Department and Airport Staff. Construction plans for fuel farm must be reviewed and approved by the City Building Department, City Fire Marshall, and Airport Manager. Minimum fuel delivery truck requirements are eight thousand (8,000) gallons of Jet A and three thousand (3,000) gallons of 100LL aviation fuel. The FBO shall operate mobile fuel truck only on the areas in which it is requested to provide such service.

(7) Each FBO must provide self-serve fuel dispensing equipment with a minimum of one thousand (1,000) gallons of 100 LL aviation fuel. Dispensing location must be approved by City Fire Marshall and Airport Manager. Dispensers shall be installed, operated and maintained so as to meet all fire codes, applicable regulations and provide twenty-four (24) hour a day fuel dispensing capability.

(8) Each FBO must construct a building or lease a building of at least two thousand (2,000) contiguous square feet, providing properly lighted and heated floor space for office, public lounge, pilot briefing area, both male and female restrooms, kitchen and telephone. Location of building must be in accordance with the latest version of the Airport Layout Plan which is identified as being at the west end of Kitty Hawk

Drive near the previous airport passenger terminal facility. Parking space requirements for this facility must comply with City Ordinances.

(9) The FBO will be required to comply with Federal Aviation Regulation Part 139.321, *Handling and Storing of Hazardous Substances and Materials*. The FBO will be required to comply with the Cedar City Regional Airport Spill Prevention, Control and Countermeasures (SPCC) Plan. The FBO will be required to comply with the Cedar City Regional Airport Stormwater Pollution Prevention Plan (SWPPP).

(10) Fuel Spill Liability Assurance: The FBO will be required to provide the Airport Board/City with a written assurance that it will be solely responsible and fully liable in all regards for any fuel spill occurring at the FBOs location. The FBO will also be required to submit to the Airport Manager a written fuel spill response procedure and a copy of its operating manual.

(11) The FBO shall provide adequate and sanitary handling of all trash, waste and other materials including, but not limited to used oil, sump fuel, and solvents, and comply with all applicable provisions of the Airport's Stormwater Pollution Prevention Plan.

(12) The FBO shall comply with FAA Advisory Circulars 00-34, *Aircraft Ground Handling and Servicing*, 150/5210-5, *Marking and Lighting of Vehicles Used on Airports*, 150/5230-4, *Aircraft Fuel Storage, Handling and Dispensing*, or applicable local rules and regulations, whichever are more restrictive.

(13) The FBO shall provide adequate equipment and trained personnel during posted business hours to meet public requirements for all ramp services including but not limited to aircraft marshaling and towing, ground power service and lavatory service.

(14) The FBO shall provide service hours that best serve the public requirements. Hours of operation shall not be less than twelve (12) hours per day, seven (7) days per week. Hours of operation may be seasonally adjusted and shall be conspicuously posted. At least one (1) qualified employee shall be on duty during the hours of operation. A change in the hours of operation must be approved by Airport Manager.

(15) A minimum of two (2) ground support vehicles equipped with roof mounted beacon and vehicle mounted CTAF radios must be provided. A minimum of two (2) airline style baggage carts must be provided for the purpose of assisting visiting charter operators to the airport. Snow removal equipment must be provided for the purpose of clearing apron space to allow airplanes to safely operate in the area of the FBO location. A minimum of two courtesy vehicles must be available twenty-four (24) hours per day for use by transient pilots and charter crew members.

(16) All FBO personnel must complete and satisfactorily pass a criminal background check. Any personnel who fail to satisfactorily pass a criminal background check will not be allowed access to the airport.

All of the above services shall be provided through resources within the FBO(s) organization. Should the FBO desire to subcontract for one or more of the above services, a legally binding contract must be provided to the Airport Advisory Board for pre-approval. The final approval must be given by the City, in writing, before the contract is considered valid.

All other minimum requirements referenced below in Section 3 for independent operators shall apply to FBOs for each functional description the FBO elects to perform. If any of the described services are subcontracted, the subcontractor must meet all these rules and regulations and minimum standards and the service must be provided on site.

The FBO shall furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and shall charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the FBO may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

FBOs are automatically licensed to perform any of the functions defined in Section 3 paragraph b.

## **Section 2 Self-Fueling**

### a. Fuel Safety

All transportation, storage and other handling of all fuel including aviation and vehicle fuel shall comply with the Cedar City Fire Code, FAA Advisory Circular 150/5230-4B, most current version of NFPA 407 Standard, most current version of International Fire Code, all requirements of the Rules and Regulations, and all other applicable laws and standards. The Airport Manager has the right to prohibit self-fueling services at any time if the operation is deemed unsafe for violation of the above requirements.

Permittee shall be solely and fully responsible and liable in the event Permittee's self-fueling operations cause or permit hazardous material(s) to be released on Airport property. If any release of hazardous material(s) occurs on Airport property, the material(s) will be removed and secured in accordance with all applicable government regulations at the Permittee's sole cost and expense. In addition to all other rights and remedies of the City, if the Permittee does not immediately clean up and remove such hazardous material(s), the City may pay to have the material(s) removed and Permittee shall reimburse the City any costs incurred by the cleanup.

### b. Commercial Fueling Activities

No person or company may conduct any commercial fueling activities outside their own registered based aircraft at the Airport except for

activities conducted by a Tenant operating as a Fixed Based Operator and in accordance with the defined terms within the Tenant's lease. Selling of fuel on airport property is prohibited except by such Tenants who are defined by the City as a Fixed Based Operator.

c. Storage Staging of Aircraft Fuel Trucks, Trailers and other Aircraft Refueling Devices

Unauthorized storage of fuel dispensing equipment is not permitted on Airport property.

Aircraft refueling vehicles and other moveable aircraft fuel containers and refueling devices on Airport property shall be ~~stored~~ staged outside in an approved ~~storage~~ staging position as established by the Airport Manager and clear of all Taxiway Object Free Areas (TOFAs) as designated on the Airport Layout Plan, updated from time to time. The said ~~storage~~ staging position must meet all requirements as defined by the documents referred to in Section 2.a of this Chapter.

Multiple aircraft refueling vehicles must meet the minimum parking separation standard as defined in supporting documents in Section 2.a of this Chapter.

No aircraft refueling vehicle, empty or otherwise, may be brought into ~~or stored~~, stored, or staged inside any building at the Airport.

No more than five (5) gallons of fuel may be brought onto Airport property at any given time unless the operator has applied for and received a self-fueling permit issued by the Airport Manager, or operates as a certified Fixed Based Operator as established by the City. Fuel storage of any kind is not permitted inside any structure of the Airport.

d. Storage of Fuel

All fuel storage over five (5) gallons must be stored in an approved fuel farm facility with proper spill prevention and containment requirements, and by meeting all local, state, and federal laws as described in Section 2.a in this chapter.

No fuel storage over five (5) gallons shall be stored on airport property unless specifically approved in a written lease agreement with the City.

e. Transferring of Fuel

Transferring fuel from vehicle to vehicle on Airport property is strictly prohibited. ~~unless the fuel is transferred from an approved fuel loading device and in an approved contained transferring area.~~ Fuel transfer will only take place from an approved fuel farm facility, with a fuel loading rack, with proper spill prevention and containment

requirements, and by meeting all local, state, and federal laws as described in Section 2.a in this chapter.

f. Aircraft Refueling and Defueling

All aircraft refueling and defueling procedures shall be performed outdoors in designated fueling areas as established by the Airport Manager. Aircraft refueling and defueling procedures must meet the standards previously referred to in Section 2.a of this Chapter.

g. Open Flames

Open flames are prohibited on the airside area of the Airport unless approved and permitted by the Airport Manager. Lighted, open flame devices shall include, but not be limited to, the following:

- (1) Exposed flame heaters
- (2) Liquid, solid or gaseous devices, including portable and wheeled gasoline or kerosene heaters
- (3) Gas or charcoal cooking grills

h. Fire Extinguishers

(1) All Airport Tenants shall supply and maintain such adequate and readily accessible fire extinguishers as may be required by the City Fire Department. Each fire extinguisher shall carry a suitable tag showing the date of the most recent inspection.

(2) Any discharge of any fire extinguisher equipment on Airport property, regardless of the circumstances, shall be reported to the Airport Manager immediately.

(3) At least two (2) fire extinguishers, each having a rate of 20-BC, shall be readily available for use in connection with any aircraft fueling operations.

i. Self-Fueling and Fuel Co-ops

Except as may be prohibited by other provisions in these regulations and standards and any other applicable law, owners of a based aircraft desiring to self-fuel their own aircraft must apply for and receive a self-fueling permit issued by the Airport Manager. Self-fueling activities must be performed by the owner or operator of the aircraft using his or her own employees and equipment. These services cannot be contracted out. Self-fueling permits do not apply to the use of the self-service fueling facility provided by the Fixed Based Operator or any amount of fuel under five (5) gallons. Fuel Co-ops are not permitted on the Airport.

j. Self-Fueling Permit

Applications for self-fueling permits will be submitted to the Airport Manager for approval. All fueling operations shall occur only in areas established by the Airport Manager and clear of all Taxiway Object Free Areas (TOFAs) as designated on the Airport Layout Plan, updated from time to time.

No person or entity shall engage in self-fueling activities until a valid self-fueling permit has been issued by the Airport Manager. The permit will require the operator to indemnify the Airport Owner (Cedar City Corporation), its elected officials, appointed officials, employees and agents from liability for all leaks, spills or any other damage that may result through the handling and dispensing of fuel.

The Airport Manager or other designee has the right to revoke a self-fueling permit at any time if the self-fueling procedures are deemed unsafe for violation of the requirements shown in Section 2.a.

k. Required Documentation

The applicant at a minimum must submit the following documentation with the self-fueling permit application:

- (1) An original copy of the current and valid driver's licenses of those individuals driving fueling vehicles reflecting any applicable ratings and endorsements.
- (2) A description of fueling equipment and proposed method for fueling, staging and dispensing fuel, and an approved fuel spill containment plan.
- (3) A list of any and all service vehicles that will be stored on Airport must be updated with the Airport Manager and have a designated City approval tag on said vehicles at all times.
- (4) Copies of Certificates of Insurance in the types and amounts shown below:

Worker's Compensation

State: Statutory

Applicable Federal (e.g. USL & H): Statutory

Employer's Liability:

Bodily Injury by Accident: \$2,000,000 each accident

Comprehensive or Commercial General Liability:

\$2,000,000 per occurrence

Umbrella Coverage: \$1,000,000 per occurrence

All certificates shall list the City, its elected officials, appointed officials, employees and agents as "additional insured"

- (5) A list of applicant's personnel who are designated as fuel handlers along with copies of each fuel handlers driver's license and training certification. This list must be updated whenever there are personnel changes and/or every quarter.
- (6) A copy of the proof of ownership documentation for any applicable fuel dispensing equipment.
- (7) Only aircraft owned or have an exclusive lease agreement by Applicant shall be self-fueled. A list of tail numbers for all aircraft to be self-fueled, along with copies of applicable FAA Aircraft Registration Certificates or Applicant's proof of ownership or aircraft lease agreements for the listed aircraft

shall be kept current by the Applicant with the Airport Manager's office.

- (8) Proof of compliance with all regulations stated in this Section.

L. Fees

Fuel Flowage Fee – Permittees self-fueling on the Airport are required to pay the current approved fuel flowage fees as explained in the Airport Rate and Fees Structure. This fee will be paid on a monthly basis. The flowage fee payment must be accompanied by a daily log listing the quantity and types of fuel dispensed into the authorized aircraft and a copy of the delivered fuel receipts from the distributor.

**Section 3 Specialized Aviation Services Operators (SASO) at the Airport:**

All Specialized Aviation Services Operators (SASO), herein referred to as Operator(s), desiring to perform the mentioned services in paragraph (b) of this section at the Cedar City Regional Airport must have approval of the Airport Advisory Board and must obtain a valid business license and lease agreement from the City, and must conform to these regulations and standards. A non-refundable initial application fee is required at the time of application submission. A non-refundable annual fee is required to provide services on the airport. No Operator or individual shall be allowed to maintain/store aviation fuels at the Cedar City Regional Airport unless the Operator has a concessionaires license with the City as a full service FBO and complies with the requirements defined in Chapter IV, Section 1 or is a government contract helicopter or Single Engine Air Tanker with fuel on the airport that was not purchased from the FBO. Any commercial fueling of aircraft at the Cedar City Regional Airport shall be done by an authorized FBO.

- a. All Operators with their initial application shall furnish to the Airport Board/City:
  - (1) A copy of the applicable FAA certification documents;
  - (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
  - (3) A current address and telephone number.
- b. Types of Operator services include:
  - (1) Aircraft sales

- (2) Parts and accessories sales
  - (3) Charter operations which include, but are not limited to: passenger or "air taxi;" freight, or delivery; aerial survey; agricultural spraying, etc.
  - (4) Aircraft rental
  - (5) Flight instruction or ground schools
  - (6) Maintenance services which shall include services in one or more of the following:
    - (a) Airframe overhaul and repair
    - (b) Engine overhaul and repair
    - (c) Radio and electrical shop
    - (d) Instrument shop
    - (e) Aircraft interior work
    - (f) Refinishing and painting
    - (g) Interior cleaning
  - (7) Aircraft storage, inside and/or outside
  - (8) Specialized commercial activities
- c. An applicant for an Operator's lease will specify all services mentioned in paragraph (b) of this section which the applicant desires to conduct on the Airport. An Operator shall carry on or conduct only those services for which he has executed a lease with the City of Cedar City.
- d. In addition to the requirements provided in paragraphs (a) and (b) of this section and any other requirements of these regulations and standards, the Operator shall meet the following minimum qualifications for each of the following respective services that they may intend to provide:
- (1) Aircraft Sales - The Operator shall provide the office required by these rules and regulations and shall lease from the City at the Airport an area of sufficient size to permit the storage and/or display of inventory aircraft for sale or used in that Operator's aircraft sales business on the Airport.
  - (2) Parts and Accessories Sales - The Operator must have a lease and provide suitable space for the parts and accessories as needed in the business.
  - (3) Charter Operations - An Operator shall provide the office required by these rules and regulations; shall comply with the applicable rules and regulations of the FAA; and shall lease from the City an area on the Airport of sufficient size to accommodate all such space needed for the operations.
  - (4) Aircraft Rental - An Operator shall provide the office required by these rules and regulations and shall lease from the City an

area on the Airport of sufficient size to accommodate all aircrafts that will be used at the Airport.

- (5) Full-Time Flight Instruction and Ground School - The Operator shall provide an office building of sufficient size to provide a suitable classroom with a minimum of two hundred (200) square feet of inside floor space and shall lease from the City an area on the Airport of sufficient size to accommodate such structure and all aircraft used by the Operator for the training; and shall have based on the Airport two or more aircraft suitable for flight instruction which comply with the regulations and standards of the FAA.
- (6) Maintenance Services - An Operator shall provide a shop building which is separated by a fire wall from any hangar or building of sufficient size to accommodate the aircraft for which service is intended, together with all tools and equipment and the office required by the rules and regulations which building shall contain a minimum of one thousand two hundred (1,200) square feet of inside floor space. In addition, the Operator shall equip the shop with such tools, machinery, equipment, parts and supplies normally necessary to conduct a full-time business operation in connection with the maintenance service being offered. Such shop shall be staffed by mechanics and personnel who are qualified and competent and who hold any and all certificates necessary from the FAA or DOA. Such maintenance and repair services shall be conducted on a regular basis and shall be open for repairs daily during normal business hours with competent personnel on duty. In addition, the Operator shall lease from the City an area on the Airport of sufficient size to accommodate such buildings and to provide an access area and storage area to accommodate aircraft used by the Operator, or which are placed with him for repairs. Aircraft may be stored in the shop building.
- (7) Aircraft Outside Storage - The Operator must hold a lease to provide suitable space for paved tie-down area of sufficient size to accommodate all aircraft used by the Operator in its operations at the Airport.
- (8) Aircraft Inside Storage - The Operator shall provide a storage building of sufficient size to accommodate stored aircraft. It may have an office in the storage building. If no office is maintained, the Operator shall post in conspicuous places on the hangar facilities the name, address and telephone number of the Operator and of the person who shall be managing or operating the hangar facilities. The operator shall have an area of sufficient size to accommodate the building with proper access.

- e. Each Operator shall, upon being authorized by the City as the construction of any required physical facilities permits, and subsequent to the execution of a proper lease, as soon as feasible, commence and conduct on a full-time basis all business activities and services.
- f. Except in cases of an Operator offering T-hangar or inside hangar aircraft storage only, each Operator shall provide and maintain an office which shall be staffed and open to the public during normal business hours of each normal business day of that Operator which shall be the operator's office or place of business on the Airport. These facilities and office shall be kept in a neat, clean and orderly condition and properly painted. The office shall contain adequate floor space for the operation being conducted. Only one office shall be required of each Operator.
- g. Unless covered under pre-existing agreement with the City, each Operator approved shall enter into a lease agreement with the City which includes an agreement on the part of Operator to accept, be bound by, comply with and conduct business operations in accordance with these rules and regulations and to agree that the license and authority to carry on business at the Airport shall be subject to the terms and conditions set out in these regulations and standards and the relocation or termination thereof as herein provided.
- h. Unless otherwise provided by the City, operations of the Operator shall be conducted on one area of sufficient size to accommodate services for which the operator holds a lease allowing for future growth and additional services as contemplated by the City, or the applicant, at the time of application, to the extent however, that space is available at the Airport.
- i. For an Operator to qualify for approval, it must have available sufficient operating funds to conduct the proposed business.
- j. An Operator shall cooperate with the City in the operation, management and control of the Airport and shall do all things reasonable to advance or promote the Airport and aeronautical activities thereon and to develop the Airport into an attractive, efficient and modern facility.
- k. All complaints against any Operator for violation of these regulations and standards shall be filed with the City and made in writing, signed by the party submitting the complaint and specifying dates, times, and witnesses, if any.
- l. The Operator agrees to indemnify, defend, and hold the City, its authorized agents, officers, representatives, and employees from and

against any and all actions, penalties, liability, claims, demands, damages, or loss resulting from claims or court actions, whether civil, criminal or in equity, and arising directly or indirectly out of acts or omissions of the Operator, its agents, employees, servants, guests, or business visitors.

- m. To guarantee performance of paragraph (l.) above, the Operator shall secure, at the Operators' expense, public liability and property damage insurance on which the City shall be named as an additional insured. Such policies of insurance shall be maintained in full force and effect during all terms of existing leases and agreements or renewals or extensions thereof. Such policies shall be with an insurance company licensed to do business in the State of Utah. Copies of all such policies of insurance shall be delivered to the City and shall be held for the benefit of the parties as their respective interests may appear. The amounts of said insurance shall not be deemed a limitation on the Operator's liability to the City.
- n. The Operator shall furnish all services authorized or licensed by the City on a fair, and non-discriminatory basis to all users thereof and shall charge fair, reasonable and non-discriminatory prices for each unit of service; provided that the Operator may make reasonably and non-discriminatory discounts, rebates.
- o. The City may, at its discretion, terminate any lease or other agreement authorizing the Operator to conduct any services or businesses at the Airport, which said termination shall automatically revoke the Operator's lease, for any cause or reason provided in these rules and regulations, or by law, and in addition thereto, upon the happening of any one or more of the following:
  - (1) Filing of a petition voluntarily or involuntarily, for the adjudication of the Operator as bankrupt.
  - (2) The making of the Operator of any general assignment for the benefit of creditors.
  - (3) The abandonment or discontinuance of any permitted operation at the Airport.
  - (4) The failure of the Operator to remedy any default or breach of violations by it or its personnel in keeping, observing, performing, and complying with these regulations and standards and the terms, covenants, conditions in any lease or agreement entered into pursuant hereto on the part of the Operator to be performed, kept, or preserved, within thirty (30) days from the date written notice from the City has been mailed to delivered to the place of business of the Operator at the Airport.
  - (5) The failure to promptly pay to the City, when due, all rents, charges, fees and other payments which are payable to the City by the Operator.

- (6) The Operator, or any partner, officer, director, employee or agent thereof commits any of the following:
  - (a) Repeatedly violates any of these rules and regulations; or
  - (b) Engages in unsafe or reckless practices in the operation of an aircraft on or in the vicinity of the Airport which creates a hazard to the safety of the Airport users, other aircraft, or the general public, or endangers property, or which could, if an emergency developed, foreseeable result in causing personal injuries or death to a person or damage to property; or
  - (c) Operates the business of the Operator in such a fashion as to create a safety hazard on the Airport for other Airport users, aircraft or property at the Airport, the general public or the Airport, or any pilots, students or passengers.
- (7) The discovery that the Operator, through its application, supporting documents, statement before the City, has purposely misrepresented, misstated, falsified, or failed to make full disclosure of required information related to its application for an Operator lease agreement with the City.
- p. In the event of such termination, the Operator shall forthwith peaceably vacate the Airport and surrender possession of the premises to the City and cease and desist all business operations at the Airport. Should the Operator fail to make such surrender, the City shall have the right at once and without further notice to the Operator, to enter and take full possession of the space occupied by the Operator at the Airport by force or otherwise, and with or without legal process to expel, oust, and remove any and all parties and any and all goods and chattels not belonging to the City that may be found within or upon the same at the expense of the Operator and without being liable to prosecution or to any claim for damage therefore. Upon such termination by the City, all rights, powers and privileges of the Operator hereunder shall cease, and the Operator shall immediately vacate any space occupied by it under this agreement or any lease or leases and shall make no claim of any kind whatsoever against the City, its agents or representatives by reason of such termination or any act incident thereto.
- q. In addition to all other rights and remedies provided in these regulations and standards, the parties shall have any and all other rights and remedies at law or in equity, including the equitable remedy of injunction, to enforce these regulations and standards, to obtain compliance herewith and to impose the penalties herein provided.

- r. To the extent necessary to protect the rights and interest of the City or to investigate compliance with the terms of the regulations and standards, the Airport Manager or any authorized agents of the City shall have the right to inspect at all reasonable times all Airport premises together with all structures or improvements and all aircraft, equipment, and all licenses and registrations.
- s. The Operator shall park and store the aircraft used in its operations and its customer's aircraft on its assigned area only, unless arrangements for such parking with another Operator, the City or the Airport Manager are made.

#### **Section 4   Flying Clubs**

All flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of these rules and regulations. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein.

- a. The clubs shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of aircraft must be vested in the name of the flying club or owned ratably by all of its members. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance, replacement, and improvement of its aircraft and equipment.
- b. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall be permitted to do maintenance work on the aircraft owned by the club.
- c. The flying club, with its initial application, shall furnish the governing body a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, to be revised on a semiannual basis; evidence of insurance in the form of a certificate of insurance in the following minimum amounts: public liability \$100,000 per person; public liability \$2,000,000 per accident; property damage \$2,000,000 with hold harmless clause in favor of the City, its officers and employees (ten

days prior notice of cancellation shall be filed with the City); number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and operating rules of the club, if applicable. The books and other records of the club shall be available for review at any reasonable time by the City or other representatives of the governing body.

- d. A flying club must abide by and comply with all Federal, State and local laws, ordinances, regulations and these regulations and standards.
- e. All flying clubs are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport except that said flying club may sell or exchange its capital equipment.
- f. A flying club which repeatedly violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations.

#### **Section 5 Independent Flight Instructors**

Individuals desiring to perform as "independent" flight instructors and conduct flight training on a limited, part-time basis, and who have obtained appropriate certification from the Federal Aviation Administration (FAA), must comply with the applicable provisions of these regulations and standards. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein.

- a. Individual flight instructors with their initial application shall furnish to the City:
  - (1) A copy of the applicable FAA certification documents;
  - (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
  - (3) A current address and telephone number.
- b. Independent flight instructors must abide by and comply with all applicable federal, state and local laws, ordinances, regulations, and these rules and regulations.
- c. Independent flight instructions are prohibited from selling or leasing any material goods or services in direct competition with existing Operator's on the airport other than those services directly related to the conduct of individual flight training.

- d. Independent flight instructors who repeatedly violate any of the foregoing will be required to terminate all flight training operations on the Airport to which this section applies.

**Section 6    Personal Aircraft Sales and Leases**

Nothing contained herein shall prohibit any individual or business from selling and/or leasing personal or business- owned aircraft at their discretion providing that all other applicable rules, regulations and minimum standards contained in this document are complied with.

**Section 7    Specialized Commercial Activities**

**a.    Parachute Jumping:** Any commercial parachute jumping clubs or organizations desiring to engage in parachute jumping onto the Airport must as a minimum provide the following:

- (1) Obtain the written permission of the Airport Manager.
- (2) Specify the hours and areas for the drop and issue a Notice to Airmen (NOTAM) as appropriate.
- (3) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees. If the organization is a member of the United States Parachute Association, the coverage provided by membership in that organization is acceptable.

**b.    Casual Aircraft Mechanics:** An individual desiring to engage in occasional commercial airframe or powerplant or specialized repair service, must provide as a minimum the following:

- (1) A copy of the applicable FAA certification documents;
- (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
- (3) A current address and telephone number.
- (4) A non-refundable annual fee is required to provide services on the airport.

**Section 8    Helicopter/Rotorcraft Flight School Operating Protocols**

These protocols establish operating procedures for conducting all helicopter/rotorcraft flight school operations at the Cedar City Regional Airport. These established procedures help ensure the safety of all aviation users at the airport while still providing an atmosphere where Flight Schools may accomplish student training objectives.

1. Landing or touching down with skids is not permitted on Runway 2/20.
2. Any operation on or over the Main Passenger Terminal and Air Carrier Apron is not permitted. This is a TSA Restricted Area.
3. Taxiway A, north of Runway 8/26 is closed for all helicopter/rotorcraft flight school taxiing.
4. Helicopter flight school operations are not permitted above the Air Tanker Center located on the north end of Taxiway A due to frequent air and ground operations at the Tanker Center. Taxiway A & D north of Runway 8/26 will be closed during active fire season.
5. Run-on or Slide-on landings will only be accomplished on Runway 8/26, west of Runway 2/20 (wind permitting). Should the winds not permit use of Runway 8/26, the alternate location is Taxiway D, south of Runway 8/26. **At no times will Run-on or Slide-on landings be accomplished on any other airport paved surface.** Avoid runway landings during the time commercial aircraft are parked at terminal.
6. Hover practice will be limited to the following locations (space permitting):
  - a. Hover practice pad on west side of Runway 2/20 at Taxiway D1
  - b. Runway 8/26 (west of Runway 2/20)
  - c. Helipad
7. All flight operations should be over a paved airport surface. When it might become necessary to operate over any unpaved surfaces, pilots will air taxi above 25 feet AGL and above 20 KIAS.
8. A maximum of two helicopter/rotorcraft aircraft will be permitted for pattern training on the east side at any given time. Maintenance flights will also fly on the east side. Only IFR training flights will be allowed on the west side, and their flight pattern must stay between runway 2/20 and Lund Highway.
9. All helicopter/rotorcraft aircraft will utilize traffic patterns established by Airport Management. Fixed wing patterns are on the west side of the airport (right downwind Runway 2/20). Helicopter patterns are on the east side of the airport (left downwind Runway 2/20). Outbound departures to the west will follow SR-56. Inbound arrivals from the west will be north of the end of runway 2/20. All other inbound and outbound flights will use the east side. Operators should consult the Airport Facilities Directory or Airport NOTAMS for the latest operational information.

10. During airport snow removal operations, airport runways and taxiways may not be available for use.
11. All flight operations must avoid the Glide Slope Critical Area and Automated Weather Observation Site, both on the west side of Runway 2/20.
12. When fixed wing aircraft are present in the Cedar City Regional Airport airspace, all helicopter traffic will vacate the established primary runway 2/20 and discontinue use of this runway.
13. All helicopter parking must be in locations approved by airport management.
14. All personnel must be familiar with the Airport Rules and Regulations and Minimum Standards.
15. At no time is equipment allowed to be parked on an airport common use area which includes all runways, taxiways and parking aprons.
16. All pedestrian traffic and traffic to and from aircraft will only be allowed on designated paths defined by Airport Manager.
17. All rules and regulations apply to all students and instructors and other flight operations.

### **Noise Abatement Protocols**

All efforts should be made to avoid community/county residential areas for all helicopter operations.

To improve the quality of our environment, it is imperative that every pilot minimize noise irritation to the public. The following are several techniques which should be employed when possible.

1. Avoid flying over outdoor assemblies of people. When this cannot be avoided, fly as high as practical, preferably over 2000 feet Above Ground Level (AGL).
2. Avoid blade slap. Blade slap generally occurs at airspeeds below 100 KIAS. It can usually be avoided by maintaining 100 KIAS until rate of descent is over 1000 FPM, then using a fairly steep approach until airspeed is below 65 KIAS. With the right door vent open, the pilot can easily determine those flight conditions which produce blade slap and develop piloting techniques to eliminate or reduce it.
3. When departing from or approaching a landing site, avoid prolonged flight over noise-sensitive areas. Always fly above 500 feet AGL and preferably above 1000 feet AGL.

4. Repetitive noise is far more irritating than a single occurrence. If you must fly over the same area more than once, vary your flight path to not overfly the same buildings each time.
5. When overflying populated areas, look ahead and select the least noise-sensitive route.

**NOTE:**

The above noise abatement procedures do not apply where they would conflict with Air Traffic Control clearances or instructions or when, in the pilot's judgment, they would result in an unsafe flight path.

## **CHAPTER V**

### **AIRPORT LEASE POLICY**

#### **Section 1    Lease Term**

The maximum term for any City-owned facilities shall be five (5) years, with additional five-year (5) extension options when agreed to by all parties. The initial term for raw land shall be twenty (20) years with 5-year (5) options subject to re-negotiation. On raw land leases, tenant shall be given one (1) year to obtain building permits or lease will become void.

All airport tenants must provide the Airport Staff twenty-four (24) hour a day / seven (7) days a week access to any facility built on the base Aircraft Inventories, FAA requested searches for missing aircraft, and facility inspections.

#### **Section 2    Lease Rate**

Rate will be determined based on the following factors:

- Prevailing consumer price index (CPI)
- Per square foot area
- Rates for like facilities or land in the local area
- Apron/taxiway access
- City Council approved rates/fee structure

Lease Rates are approved by the City Council and are adjusted per terms of the lease agreement.

#### **Section 3    Utilities**

1. Use of City supplied utilities in common areas will be reflected in the lease rates.
2. Unique utilities required in common areas will be the responsibility of tenant.
3. Hook up and cost of utilities to buildings constructed on leased city land shall be the responsibility of the tenant.
4. Unless otherwise provided in the lease agreement with the City, the Operator shall, at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, ramps, tie-down area, taxi-ways, fences and all other facilities and improvements requested or approved by the City as part of the lease for the Operator to carry on the activities or services authorized by the City.
5. The Operator shall promptly pay, when due, all charges for water, sewer, power, telephone service and all other utilities and services supplied to the operation at the Airport; and all wages or salaries and all rentals, fees and payments to the City.

#### **Section 4 Facility Maintenance**

1. Tenant will be responsible for proper upkeep of the facility. Uncommon wear or breakage will be the responsibility of the tenant.
2. Normal wear or failure of such items as plumbing, fixtures, carpets, integrity of the roof, paint etc. which were part of the original lease agreement shall be the responsibility of the lessor.
3. Tenant may opt to make necessary repairs of lessor's maintenance responsibilities for lease payment credit with lessor's approval. In such cases a detailed breakdown of cost by category (labor/materials) shall be submitted to the lessor for approval prior to repair start. The lessor may accomplish such maintenance/repair if that option will result in a financial benefit to the lessor.

#### **Section 5 Construction/Modifications to a City Owned Facility**

1. Plans and specifications and an FAA 7460-1 Form for any construction required or approved by the Operator shall be submitted to the City for review and approval within sixty (60) days from successful negotiations of a lease agreement, and construction thereon shall commence within sixty (60) days from the City's Approval of the plans and specifications. The deadlines provided in this paragraph may be extended by the City for a good cause upon the request of the Operator. All construction shall comply with applicable building codes and other ordinances and the proper permits, including fees, shall be secured and paid for by the Operator.

2. If the proposed modifications to the facility under lease are deemed to be in the best interest of the lessor, the cost of such modifications will be shared by the tenant and lessor at a ratio negotiated for each specific project.

3. In the event proposed modifications are not deemed to be in the interest of the lessor, the modifications can be made with approval of the lessor, however, the cost of such modifications shall be the responsibility of the tenant.

4. Any modifications made to the facility by either No. 1 or 2 above shall not be removed at lease end without approval of the lessor.

5. Modifications to the facility required to meet safety codes, building codes, or handicapped access codes will be the responsibility of the lessor, given that the use requiring such modifications is agreed to and is part of the original intent of the lease agreement. Otherwise the cost of such modifications shall be the subject of negotiation.

## **CHAPTER VI**

### **DEVELOPMENT STANDARDS**

#### **Section 1 Purpose:**

Development standards promote consistent architectural design, site planning and visual appearance of hangars constructed at the airport. Development standards ensure new hangar development will be constructed in accordance with FAA regulations and Advisory Circulars along with local regulations relating to public health, safety, and welfare. Development standards also guarantee that future hangar development will be designed and constructed in a manner that will enhance both existing and future development.

#### **Section 2 Development Standards:**

Development standards are implemented for use in the design of hangars and other structures built at the Cedar City Regional Airport. They do not replace local building and fire codes that are implemented by local city, county, state, and federal entities. They do, however, supersede city ordinances when the hangar property is completely within the airport property boundary and the site does not border a city street. All engineering standards for utilities are strictly enforced on any airport development. It is the responsibility of the tenant to meet all codes and standards required. Development standards apply to both proposed hangar development and existing hangar modifications. All improvements to a site accomplished to comply with any City ordinance, this document, or any other Code shall be the responsibility of the Tenant.

## **Section 2.1 Site Plan Review / Permits:**

- a. Pre-Design: Prior to the hangar site planning and design, the tenant or the designated representative will meet with the airport manager to discuss the following pre-design requirements.
  1. Lease agreement terms and conditions
  2. Lot location for the proposed hangar
  3. Development standards
  4. Construction document requirements
  5. Building Plans
- b. Construction Documents: The tenant or designated representative shall prepare and submit an "Application for Raw Land Lease" to the airport manager at least 7 days prior to the Airport Board meeting where action is required.
- c. FAA Review: The tenant is responsible for submitting a Notice of Proposed Construction form 7460-1 to the FAA for approval. The Airport Manager will offer assistance to the tenant if requested. Form 7460-1 permits can take **ninety (90) days** or more to process and approve. No building permit will be issued until FAA approval of 7460-1.
- d. Permits: The tenant is responsible for obtaining all applicable building permits. All permits shall be obtained before the start of construction. The Airport Board must approve all construction plans prior to issuance of any building permit. Reviews will be accomplished using guidelines in Chapter VI, Section 2.2 through 2.5.
- e. Survey Fee: A survey fee is due at time of application for a raw land lease. This fee will allow the City Engineering Department to survey desired location and write a legal description for lease documents. The fee is credited toward the lease, provided the applicant finalizes the lease process and constructs the facility. The fee becomes non-refundable if the applicant fails to complete the lease and construction process.

## **Section 2.2 Setbacks:**

Setbacks from object free areas and property lines are required to enhance the safety of aircraft operations on taxiways and taxi-lanes and to allow access for emergency vehicles. All setbacks shall conform to both local city zoning ordinances, FAA Advisory Circulars, and this document. The site plan shall show the location and dimension of all object free areas on impacted taxiways or taxi-lanes. The following hangar development setbacks apply:

- a. Hangars erected at the Cedar City Regional Airport shall have a non-airside side yard setback of no less than 7.5' from an adjoining lease line.

- b. Hangars will be located outside the established taxiway/taxilane object free area.
- c. Hangars shall have a minimum setback of 20' from any public street, airport road or city right of way.
- d. Hangars facing a major access taxiway shall have a setback of no less than that of the longest dimension of the largest aircraft that can be stored in the hangar from the object free area.
- e. The rear setback shall be determined by the specific site location and constraints in the area. Hangars in the development area south of the BLM shall have a rear setback to the center of the utility easement.

### **Section 2.3 Height Restrictions**

The overall height of the structure shall be commensurate with other proximate structures, depending on use and aircraft size. Under no circumstances will any structure be permitted to exceed a height that would make it an obstruction under Federal Aviation Regulation (FAR) Part 77, as depicted on the FAA-approved Airport Airspace Drawing.

All applications for development must include a completed and approved FAA Form 7460-1, Notice of Proposed Construction or Alteration.

### **Section 2.4 Hangar Size**

All hangars shall meet the minimum square footage established for the airport. The minimum hangar size established in these standards may be reduced, or modified where the proposed site does not have adequate width or depth or to accommodate a utility easement.

- a. Hangars constructed at Cedar City Regional Airport shall be a minimum of three thousand six hundred (3,600) square feet.
- b. Hangars shall be sized and shaped to adequately and safely store the proposed aircraft. The proposed hangar size, shape, and use must be consistent with the Airport Master Plan and Airport Layout Plan for the proposed location unless unusual circumstances allow for exception.

### **Section 2.5 Architecture**

Hangars erected at the Cedar City Regional Airport shall meet all applicable building codes, including fire, electrical, and plumbing, etc. The proposed hangar will be reviewed by the airport manager and the Airport Advisory Board to determine compatibility with the Airport Master Plan and Airport Layout Plan. The proposed hangar will also be reviewed by the project review committee in accordance with their development checklist.

- a. Construction Materials: Pre-fabricated, pre-engineered or erected hangars shall have a façade of masonry, concrete, powder coated metal or a combination of these materials. Other materials may be used if approved by the Airport Board, the Fire Marshal, and the Building Inspector.
- b. Structural Requirements: All hangars shall be engineered to meet the following standards; Seismic Zone D- Importance Factor 1, Wind loading to ninety (90) MPH, Exposure C, and a Snow load of thirty (30) PSF plus drift.
- c. Exterior Color: All exterior surface colors shall be compatible with that of the surrounding area as determined and approved by the Airport Board. The tenant shall submit a sample of the colors selected as part of the "Application for Raw Land Lease" for approval.
- d. Framing: All hangar structures shall be totally enclosed. No open sided structures shall be permitted with the exception of shade covers. Metal shade covers may be built in designated areas with the approval of the Airport Advisory Board. Airport Advisory Board.
- e) Exterior: All exterior surfaces shall be of new material, pre-finished aluminum, steel, or decorative masonry. No painted wood, unfinished materials or excessive glass walls will be permitted. No used or damaged/salvaged materials will be allowed.
  - i. Building glazing shall not cause glare or reflections that will interfere with airport operations or ground circulation. Windows or large areas of glass shall be oriented and/or treated to avoid reflections which could distract pilots landing or taking off.
  - ii. All new construction shall be of high quality and utilize materials and finishes which will maintain their appearance with low maintenance.

### **Section 3 Paved Access**

The tenant shall provide paved access from the aircraft door of the hangar to the existing apron, taxilane or taxiway edge. The pavement strength and materials shall be designed to current airport engineering and FAA standards. The first five feet in front of the hangar door shall be concrete for the entire front of the building.

#### **Section 4 Storm Water Systems**

Storm water systems shall be designed to current city engineering standards. No storm drainage system will be allowed under buildings. All roof drains shall be connected to a storm drainage system.

#### **Section 5 Signs**

Signs are permitted in accordance with Cedar City signage standards. All signs must be approved by the building inspector and Airport Manager. No lighted signs are permitted on airside of airport.

#### **Section 6 Lighting**

Within the non-airside property boundaries, lighting may be used to illuminate buildings, landscaping, signs and parking provided the lighting is adequately shielded from public streets and the airfield. If hangar apron lighting is necessary, lighting fixtures must be attached to the façade of the hangar and adequately shielded from the airfield.

#### **Section 7 Landscape**

All landscaped areas shall conform to the existing landscape ordinances. Plant materials that attract birds and other wildlife are not permitted. Trees are not permitted. Existing trees will be allowed to remain until the tree becomes a wildlife attractant, at which time the tree will be removed. Xeriscape is highly recommended. The hangar landscape design shall be submitted to and reviewed by the airport manager and the city building inspector to insure that all landscaping will conform to existing landscape ordinances and FAA height restrictions.

#### **Section 8 Sidewalks**

If the proposed hangar borders landside airport property, or a public street, where city standards require a sidewalk, the tenant is responsible for the construction of the sidewalk and curb/gutter along the property line bordering the landside property or the public street unless a sidewalk is already existing.

#### **Section 9 Parking**

Parking shall be designed in accordance with local city parking ordinances and ADA standards. Pavement, curb and gutter shall be designed to meet current Cedar City engineering standards and local city codes. Pavement, curb and gutter shall not be required on lots that are completely within the airport property boundaries. Owners and visitors of/to the hangar lots that are completely within airport property boundaries will park their vehicles within their lot and/or hangar at all times. For hangars constructed on either the 1400 or 1500 North Taxlianes, the parking of

vehicles or equipment between the front of the hangar and the taxilane is not permitted.

**Section 10 Outdoor Storage**

Outdoor storage areas, dumpsters, loading/unloading areas, roof equipment will be screened with the same architectural style as the hangar or as approved by the project review team.

**Section 11 Utilities**

The tenant shall negotiate for utility service with each individual utility company.

**Section 12 Temporary Buildings**

Temporary buildings such as trailers are subject to approval by the building inspector and must be in compliance with city ordinance. Temporary buildings must be constructed of materials that have an exterior color that compliments the surrounding area.

**Section 13 Snow Removal**

The airport staff will plow snow in front of the hangar area within ten feet of hangar doors when the hangar is adjacent to a common use apron. The City will not be responsible for any possible damage to hangars or aprons including cracks or chipped concrete resulting from the snow removal. All snow removal operations are subject to the priorities established in the Airport Snow Removal Plan. Hangar aprons are the lowest priority. Hangars that are adjacent to a taxilane will be plowed to the edge of the taxilane. All other snow removal shall be the responsibility of the tenant.

**Section 14 Refuse**

No storage of waste, refuse material, aircraft parts, vehicles or equipment shall be permitted outside the hangar.

**Section 15 Fencing**

Security/Wildlife fencing shall be required on all properties that are located on the airport boundary. Fence construction shall meet FAA and City specifications. Properties that are totally within the airport boundary will not be fenced. Temporary fence panels may be allowed on these properties at the discretion of the airport manager.

**Section 16 Office and Apartments in Hangars**

Hangar Owners are allowed to install offices, kitchens and restrooms in their hangar, which may be used only for aviation purposes. The hangar may not be used for overnight stays or for any residential or non-aviation related activity.

### **Section 17 Construction Standard**

All construction must be accomplished in a timely manner. A representative of the airport reserves the right to inspect and reject any phase of the construction. A detailed drawing of the proposed hangar must be submitted to the Airport Board for approval before building permit can be issued.

### **Section 18 Clean up and Reclamation**

The tenant shall haul all excess gravel and topsoil material from the site to an alternative location on the airport as so directed by the Airport Staff. A clean up and reclamation deposit is required. These funds must be placed on deposit with the City before any construction begins. If all cleanup and reclamation is completed by the tenant to the satisfaction of the airport staff, the entire deposit will be returned. If this work is not completed within 14 days after the issuance of a certificate of occupancy, the airport shall have the right to complete the work or contract it out and utilize the tenant's deposit as payment. The remaining deposit (if any) shall be returned to the tenant. If the amount deposited is not sufficient to pay for the required reclamation and clean up, the tenant agrees to pay any additional charges.