

Cedar City

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

Mayor
Maile L. Wilson

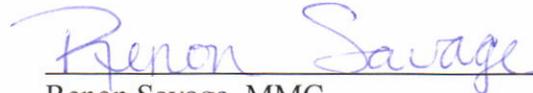
Council Members
Ronald R. Adams
Paul Cozzens
Terri W. Hartley
Craig E. Isom
Fred C Rowley

CITY COUNCIL WORK MEETING
AUGUST 17, 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
- V. Business Agenda
 - Public
 1. Consider a single event permit for the Elks to have a beer garden on September 10. Candace Howes, Cedar City Elks
 2. Review amended vicinity plan for Fort Cedar Industrial PUD Phase 1. Tom Jett/Kit Wareham
 3. Review Cedarwood Estates PUD vicinity plan. Tim Watson/Kit Wareham
 4. Consider request to provide a 1-inch water connection and water service to the Southwest Wildlife Foundation's new restroom to be located on the Cedar Canyon Trail. Susan Tyner/Kit Wareham
 5. Consider SASO Agreement for Southern Utah University Aviation. SUU/Jeremy Valgardson
 - Staff
 6. Consider AIP-31 change order and FAA grant amendment. Jeremy Valgardson
 7. Consider amendments to the Cedar City Engineering Standards. Kit Wareham
 8. Consider property disposal. Chief Phillips
 9. Consider updates to the Cedar City Banner Policy. Danny Stewart
 10. Consider requiring a deposit for booking of Heritage Center and Festival Hall. Jason Clark
 11. Consider amending the alcohol policy when minors are present at Heritage Center and Festival Hall. Jason Clark
 12. Consider change to discount for non-profit groups Sunday through Thursday at Heritage Center and Festival Hall. Jason Clark

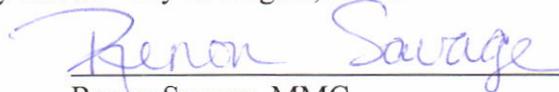
Dated this 15th day of August, 2016.



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 15th day of August, 2016.



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.

#1

CEDAR CITY CORPORATION

SINGLE EVENT PERMIT APPLICATION

APPLICANT: Please spell out the information requested below. A \$50.00 fee is due and payable at the time of submitting the application. (Said fee is refundable if a permit is not granted.)

SECTION I

NAME: Candace Howes

ADDRESS: 111 E 200 N

PHONE NUMBER: 435 531-0602 NAME OF ENTITY: Elk's Lodge

PURPOSE OF ENTITY: Horseshoe Tournament

TYPE OF EVENT:

CASH OR SURETY BOND FOR \$1,000

TIME AND DATE OF EVENT: Sept 10 12-8

NATURE AND PURPOSE OF EVENT: Charity fundraiser
horseshoe tournament

SECTION II

DESCRIBE THE FLOOR PLAN DESIGNATING:

(A) THE AREA IN WHICH THE APPLICANT PROPOSES THAT BEER BE STORED:

Carport NE of parking lot

(B) THE SITE FROM WHICH THE APPLICANT PROPOSES THAT BEER BE SOLD

OR SERVED: Carport NE of parking lot

(C) THE AREA IN WHICH THE APPLICANT PROPOSES THAT THE BEER BE

ALLOWED TO BE CONSUMED: Carport + near pits

SECTION III

WE HEREBY CONSENT TO CITY OFFICIALS HAVING THE UNRESTRICTED RIGHT TO ENTER THE PREMISES TO ENTER THE EVENT FOR PURPOSES OF ENFORCEMENT.

DATE: 8/14/16

SIGNATURE:

Candace Homes
APPLICANT

I HEREBY VERIFY THAT I AM AUTHORIZED TO ACT ON BEHALF OF SAID ASSOCIATION OR ORGANIZATION.

DATED this 14 day of August, 2016

APPLICANT:

Candace Homes
Its: Bar Manager

THIS SECTION IS TO BE FILLED OUT BY CITY

APPLICATION HAS BEEN REVIEWED BY THE CEDAR CITY POLICE DEPARTMENT, AND ITS RECOMMENDATION IS AS FOLLOWS: _____

DATE: _____

SIGNATURE:

COUNCIL APPROVAL _____

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CEDAR CITY
ENGINEERING DEPARTMENT

INTERNAL CORRESPONDENCE

DATE: August 3, 2016

TO: Paul Bittmenn

FROM: Kit Wareham

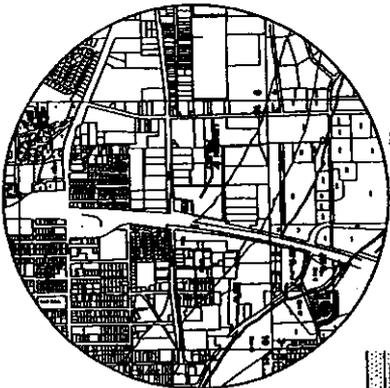
SUBJECT: Fort Cedar Commerce PUD Phase 1 Amendment (In the Vicinity of 1450 West and Industrial Road)

The attached amended PUD plat has been approved by our office and the Planning Commission (see attached minutes). **This plat should not be given to anyone outside the City until it is recorded.** Other fees and items that need to be complete before Final Plat approval by the City Council and recording are:

Notice of Public Hearing to Amend Original PUD
Plat Checking fees - \$370
Title Report (check tax & SID liens)
Your Signature
Schedule for Council for Approval of Amended PUD Plat
Mayor's Signature
Recording of Plat and Ordinance- By Title Company (**Instruct Title Company not to provide the documents to anyone before recording**)

Please give me a call if you have any questions.

CC:

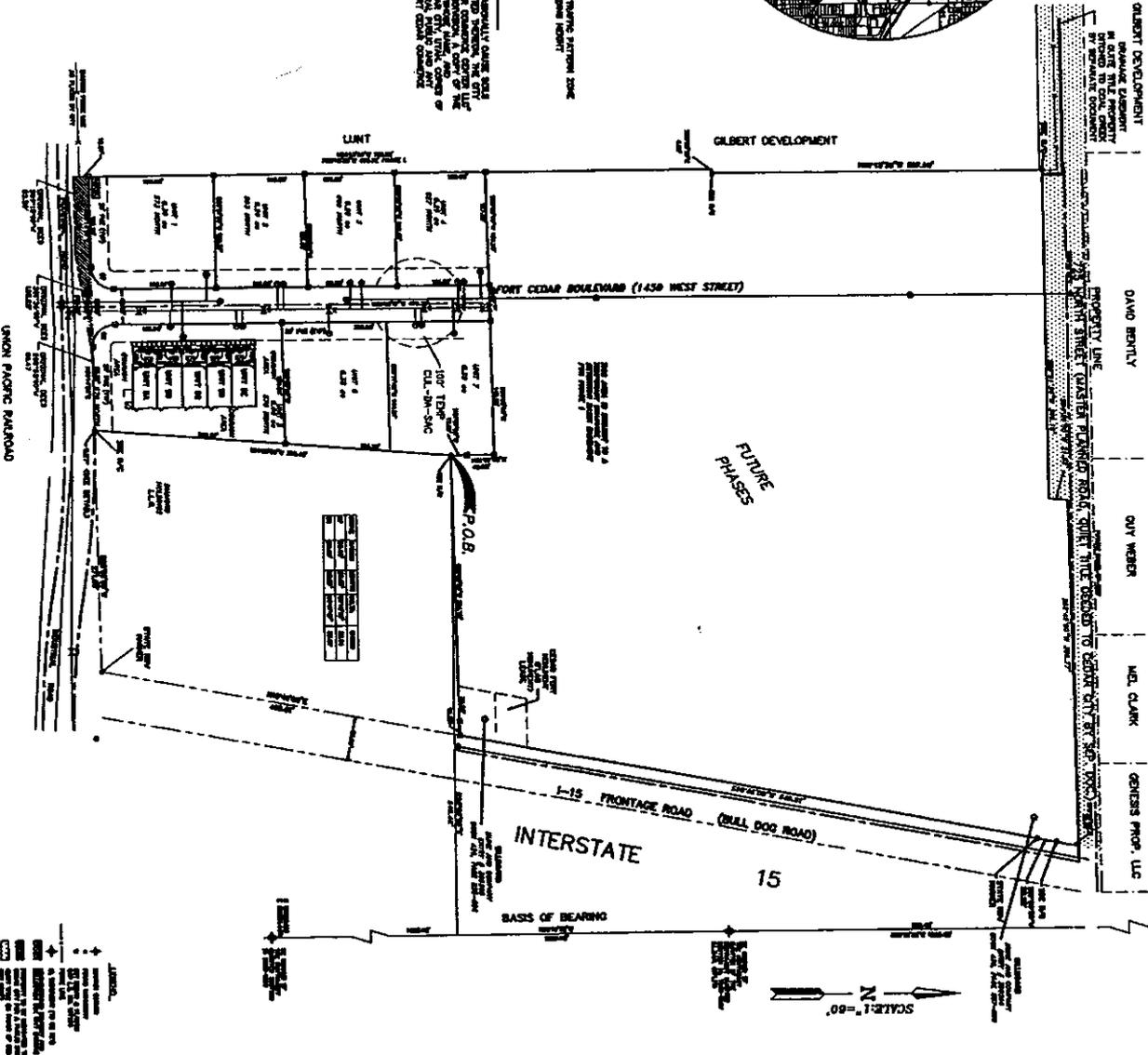


FLOOD ZONE INFO
 THIS SURVEY IS NOT A FLOOD HAZARD STUDY. THE CITY OF CEDAR RAPIDS HAS A FLOOD HAZARD MAP WHICH IS AVAILABLE TO THE PUBLIC AT THE CITY ENGINEERING DEPARTMENT. THE CITY ENGINEERING DEPARTMENT IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION.

LAND USE ZONING
 THIS SURVEY IS NOT A ZONING STUDY. THE CITY OF CEDAR RAPIDS HAS A ZONING ORDINANCE WHICH IS AVAILABLE TO THE PUBLIC AT THE CITY ENGINEERING DEPARTMENT. THE CITY ENGINEERING DEPARTMENT IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION.

SOILS AREA
 THIS SURVEY IS NOT A SOILS STUDY. THE CITY OF CEDAR RAPIDS HAS A SOILS MAP WHICH IS AVAILABLE TO THE PUBLIC AT THE CITY ENGINEERING DEPARTMENT. THE CITY ENGINEERING DEPARTMENT IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION.

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GILBERT DEVELOPMENT
 DAVID BENTLY
 QUI WERNER
 M.D. CLARK
 GENESIS PROP. LLC

SURVEYOR'S CERTIFICATE
 I, the undersigned, being a duly licensed Surveyor in the State of Iowa, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records.

DATE: _____
 SURVEYOR: _____

SECTION 10
 T86S, R11W, S186M.

LOCATION:
 PREPARED FOR: FORT CEDAR DEVELOPMENT, LLC

SURVEY DATE: 3/30/16

FORT CEDAR COMMERCE
 CENTER LLC, PUD
 PHASE 1 AMENDED
 CEDAR CITY
 SKETCH PLAN

ADAMS SURVEYING &
 ENGINEERING INC.
 807 NORTH MAIN STREET, SUITE #8
 CEDAR RAPIDS, IOWA 52409
 Phone: (563) 246-0838
 Fax: (563) 246-0838

**CEDAR CITY
COUNCIL AGENDA ITEM 3
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Kit Wareham

DATE: August 3, 2016

SUBJECT: Vicinity Plan for the Cedar Wood Estates PUD

Discussion: The subject PUD vicinity plan has been recommended for approval by the Cedar City Planning Commission. A copy of the Planning Commission's minutes is attached. Also attached are a copy of the PUD's Vicinity Plan and Project Analysis. As required in the City's subdivision ordinance once the Planning Commission recommends a PUD vicinity plan for approval, the plan shall then be presented to City Council for your review and approval, or approval subject to alterations, or disapproval. The following is some general information concerning the subject PUD:

Developer- **Andrus Trucking.**

Subd. General Location- **350 West 400 North**

Area Land Use/Zone- **Mixed Use**

Number of Units- **22 Town Home Units**

Units Size- **3 Bedroom**

Misc. Information- **This development is proposing a variance to the sets back for a PUD that is not recommended by staff but was included in the Planning Commission's recommendation**

**CEDAR CITY
COUNCIL AGENDA ITEM 4
STAFF INFORMATION SHEET**

Council Meeting Date: August 17, 2016

City Staff Contact: Kit Wareham

Council Item:

Consider Request to Provide a 1-inch Water Connection and Water Service to the Southwest Wild Life Foundation's New Restroom to be located on the Cedar Canyon Trail.

Request Explanation:

In a previous City Council meeting you were made aware of the Southwest Wild Life Foundation's proposed new restroom to be located their property next to the Cedar Canyon Trail as shown on the attached drawing. As mentioned in the previous meetings the plan for the restroom is to have a septic system to treat the rest room's sewer flows. In order for the Foundation to get permit from the Utah State Department of Health for the septic system the state requires the Foundation to have a guaranteed source of culinary water to serve the restroom. The Foundation will be requesting that the City provide a culinary water connection for the new restroom. The restroom will be in the City limits. However, while it has not been asked, I am sure the Foundation will be requesting that the City waive the impact, connection and user fees for the culinary water connection. This request is similar to the BLM Trail restroom water connection request south of town, with the exception that the use for this water connection will be in the City limits.



Restroom Location

City Water Line

**CEDAR CITY COUNCIL
AGENDA ITEM 5**

INFORMATION SHEET

TO: Mayor and City Council

From: Ryan Marshall & Jeremy Valgardson

Date: August 17, 2016

SUBJECT: Approval of SASO Agreement for Southern Utah University Aviation Program.

DISCUSSION: Southern Utah University would like to enter into a Specialized Aviation Services Operator (SASO) Agreement with Cedar City Corporation. This SASO Agreement will allow SUU to conduct the following services at the Cedar City Airport:

- 1. Provide flight training**
- 2. Provide aircraft repair services**
- 3. Store aircraft in airport facilities leased or owned by operator**
- 4. Provide on-demand air carrier services**
- 5. Provide aircraft tours**

SPECIALIZED AVIATION SERVICES OPERATOR (SASO) AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of August, 2016, by and between CEDAR CITY, a municipal corporation and political subdivision of the State of Utah, hereinafter referred to as CITY, and Southern Utah University of Cedar City, Utah, hereinafter referred to as OPERATOR.

WITNESSETH:

WHEREAS, the City is desirous of making available at the Cedar City Regional Airport the services of qualified and reliable commercial aviation operators who are ready, willing and able to offer and furnish the public with high quality aircraft service and maintenance, and other conveniences normally expected by the public at comparable municipal airports at reasonable prices; and

WHEREAS, Operator desires to engage in the operation of a SASO business at the Cedar City Regional Airport and the City has determined that Operator is fully qualified in all respects to engage in the operation of a high-class commercial aviation repair business at the Cedar City Regional Airport; and

WHEREAS, Operator desires to conduct this business at a Lease Premises from City;

NOW, THEREFORE, in consideration of the payment of ONE HUNDRED AND NO/100 DOLLARS (\$100.00), the foregoing recitals and the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I
RIGHTS GRANTED**

The City does hereby grant unto Operator for a period of five (5) years with options to renew in accordance with Article XVI governing Agreement Tenure, commencing as of the date of this Agreement, the right and privilege upon a non-exclusive basis to operate on and from the Cedar City Regional Airport a complete SASO business, and for the purpose of this Agreement shall be deemed to include, without limiting the general nature thereof, aircraft repair; aircraft storage; provide on-demand air carrier services; aircraft tours; provide pilot training; and related items and matters for hire or reward. Operator shall make no other use of the premises without first obtaining written permission by City. City will not unreasonably withhold permission.

This Agreement conveys only a concession interest on the Airport on the terms and for the purposes provided herein, and it conveys no other rights, titles, or interests of any kind. Among the rights reserved to City, City reserves on the Airport a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and rights in water, minerals, oil, and gas.

Subject to Operator's complete performance of the payment and other obligations contained in this Agreement, Operator shall peaceably have and enjoy the rights, uses, and privileges stated in this Agreement.

ARTICLE II SERVICES TO BE PROVIDED BY OPERATOR

A. It is understood and agreed by the parties hereto that the Rules and Regulations and Minimum Standards, as currently passed by the City Council, or as amended or otherwise modified from time to time, shall be the guidance for compliance with this agreement and shall be made a part of this document. Failure to provide services in accordance with these aforementioned documents shall result in automatic termination of this agreement. Additionally, the Airport Rates and Charges, as currently adopted, or as ~~herein~~ amended or otherwise modified from time to time, shall be incorporated into this agreement.

B. Operator expressly agrees to provide flight training

C. Operator also agrees to provide aircraft repair services

D. Operator hereby agree to store aircraft in facilities leased and or owned by operator

E. Operator does hereby agree to provide on-demand air carrier services

F. The Operator agrees to provide aircraft tours

G. The Operator in the operation and use of the premises at the Cedar City Regional Airport will not on the grounds of race, color, sex, pregnancy, childbirth, or pregnancy-related conditions, age, if the individual is 40 years of age or older, religion, national origin, or handicap discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal Aviation Regulations.

ARTICLE III ANNUAL REVIEW

In January of each year, Operator shall appear before the Airport Board for the purpose of reporting status at the Airport and compliance herewith. Said report shall include a presentation by the Airport Manager assessing status and compliance herewith. Said annual review is mandatory and intended as a means to assure proper performance and relations for all parties concerned. In the event that either party hereto deems it appropriate, more frequent reviews may be required.

**ARTICLE IV
OPERATOR'S USE OF PREMISES AND AIRPORT**

A. No Interference. Operator and Operator's Associates shall not use the Airport in any manner that City believes (in City's sole and absolute discretion) interferes with any operation at the Airport or decreases the Airport's effectiveness. Operator shall immediately notify City of any use that creates such interference or decrease in effectiveness and remedy the same to City's sole satisfaction.

B. Comply with All Laws. Operator and Operator's Associates shall comply at all times, at Operator's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Operator's use, occupancy, or operations at the Airport (the "Laws and Regulations"), which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law including, but not limited to, the Airport Rules and Regulations and Minimum Standards, and all laws and regulations pertaining to the environment (the "Environmental Laws"); any and all plans and programs developed in compliance with such requirements (including, but not limited to, the Airport Security Plan); and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements. Upon request by City, Operator will verify, within a reasonable time frame, compliance with any Laws and Regulations.

C. No Unauthorized Use. Operator and Operator's Associates shall use the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Operator does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; the use of automobile parking areas in a manner not authorized by City; self-fueling activities on the Premises or any other area that City has not authorized; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Operator shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Operator's use, occupancy, or operations at the Airport. In the event that Operator receives notice from any governmental authority that Operator lacks, or is in violation of, any such permit or license, Operator shall cease operations and provide City with timely written notice of the same.

E. Taxes and Liens. Operator shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Operator's use, occupancy, or operations at the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Operator Improvements). Within ten (10) days, Operator shall

remove any such lien that may be created or commence a protest of such lien by depositing with City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with Business Premises, Operator shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. In addition to Operator's indemnification obligations set forth in Section VIII, Operator, at Operator's sole cost, shall repair or replace (to City's sole satisfaction) any damaged property that belongs to City or City's other Operators to the extent that such damage arises from or relates to an act or omission of Operator or Operator's Associates. Operator shall promptly notify City of any such property damage. If Operator discovers any other potential claims or losses that may affect City, Operator shall promptly notify City of the same.

G. No Alterations or Improvements. Operator shall not make or cause to be made any alteration or improvement to any area of the Airport without City's prior written consent, which may be given or withheld in City's sole and absolute discretion.

H. Signage and Advertising. Operator shall not install or operate any signage on the Airport except with the prior written approval of City (which may be given or withheld in City's sole and absolute discretion). Any approved signage shall be at Operator's expense and shall comply with Laws and Regulations (including, but not limited to, City's Airport signage policies and standards and City's ordinance and permit requirements). Operator shall not advertise or permit others to advertise at the Airport by any means, whether or not such advertising is for profit.

I. Security. Operator is responsible to comply (at Operator's sole cost) with all security measures that City, the United States Transportation Security Administration, or any other governmental authority having jurisdiction may require in connection with the Airport, including, but not limited to, any access requirements. Operator agrees that City has the right (in City's sole and absolute discretion) to impose any Airport security requirements that City may determine. Operator shall protect and preserve security at the Airport, including, but not limited to, by protecting security information and protecting any access points that are maintained by Operator to secure areas.

J. Removal of Disabled Aircraft. When consistent with Laws and Regulations, Operator shall promptly remove from any portion of the Airport not leased by Operator any aircraft that Operator owns or controls if it becomes disabled. Operator may store such aircraft within the Business Premises or, with City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Operator fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Operator's expense by any means that City determines, in its sole and absolute discretion, to be in City's best interests.

K. Maintenance, Repair, Utilities, and Storage. Operator's use, occupancy, and operations at the Airport shall be without cost or expense to City. Operator shall be solely responsible to design and construct the Business Premises and to maintain, repair, reconstruct, and operate the Business Premises at Operator's sole cost and expense, including, but not limited to, all

utility services, janitorial services, waste disposal, and ramp repair. Operator shall at all times maintain the Business Premises in good repair and in a clean, safe, and sanitary condition and perform all work in accordance with Laws and Regulations, in a good and workmanlike manner, and in accordance with the standard of work performed by the City elsewhere at the Airport. City has sole and absolute discretion to determine if the work complies with City Engineering Standards. Operator shall promptly remedy any condition that fails to meet these standards. Among other things, Operator shall not store on the Business Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of the Business Premises for storage (except for the storage of aircraft as expressly permitted by this Agreement); and shall store trash in covered metal receptacles. Any substance or material that is regulated by any Environmental Law ("Hazardous Materials") shall be governed by Section IX.

L. Operations. Operator's operations shall comply with the following:

i. Airport Operations. Operator shall operate in a manner that promotes effective airport operations. Among other things, Operator shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Operator shall refrain from annoying, disturbing, or impairing Airport customers, Operators, or employees; Operator shall not divert business to off-Airport locations or engage in discriminatory business practices; and Operator shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport.

ii. Concession Service Standard. Operator's concession shall provide high quality services and facilities (that are required by or authorized by City) in a good and proper manner to effectively meet the needs of the public and City. The privilege to operate this SASO concession shall exist only so long as the character of Operator's facilities and services are consistent with such standard.

iii. Complaints. Operator shall respond in a prompt manner to questions and complaints regarding Operator's operations when raised by Airport users or by City and Operator shall provide a timely resolution of such questions and complaints.

iv. Emergencies. If City determines for any reason that emergency conditions exist at the Airport, Operator shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

v. Safety. Operator shall maintain a safety program at the Business Premises that includes, at a minimum, the following: periodic training for Operator's employees and, as appropriate, Operator's Associates regarding safety in connection with Operator's operations; making available Material Safety Data Sheets to City and, as appropriate, others for any chemicals used on the Business Premises at least ten (10) days prior to their use; participation in City's safety-related programs (such as risk management, security, and environmental management); and maintaining at all times functional fire fighting equipment (including, but not limited to, an equipment testing program). City may, but is not obligated to, stop Operator's operations if safety Laws and Regulations or other safe work practices are not being observed.

vi. Personnel. Operator shall control the conduct, demeanor, and appearance of its employees and Operator's Associates so that they do not annoy, disturb, or impair Airport customers, Operators, or employees. Operator's employees shall possess adequate training and qualifications to carry out their assigned duties. Operator shall provide personnel who has authority to act for Operator and is available to the Airport Manager when needed.

vii. Deficiencies. Without limiting or waiving any other remedies available to City, City's remedies shall include the following in connection with deficiencies in Operator's operations:

a. Propose and Implement Cure. Operator shall meet with the Airport Manager upon request regarding the quality of Operator's operations, whether or not in connection with a specific complaint. Operator shall propose curative measures in response to City's determinations regarding deficiencies in Operator's operations and shall implement as expeditiously as possible measures that are approved by City.

b. Remove Employees and Associates. City shall have the right to require that Operator remove from the Airport any employee or any of Operator's Associates that City reasonably determines to be in violation of Section IV.L.vi or otherwise detrimental to City's interests at the Airport.

c. Liquidated Damages. City shall have the right to require Operator to pay liquidated damages in connection with addressing any deficiency as further set forth in the Airport Rules and Regulations and Minimum Standards and City Ordinances.

d. Termination. City shall have the right to terminate this Agreement in connection with any deficiency in Operator's operations and in connection with repeated deficiencies where City notifies Operator of three or more deficiencies in a twelve (12) month period (whether or not cured).

ARTICLE V CITY'S RIGHTS AND OBLIGATIONS

A. Airport Maintenance. City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Business Premises. City for itself and its employees, reserves the right to enter the Premises at any time without notice for any purpose relating to the Airport (including, but not limited to, in order to conduct inspections, determine compliance with the Agreement, investigate or remediate any potential threats or hazards, conduct Airport work, and for emergency purposes), provided that they shall not unreasonably interfere with Operator's use of the Premises. Operator shall provide City with access to Premises during normal business hours. City and City's Employees shall not be deemed guilty of trespass upon the Premises or to have violated any of

Operator's rights hereunder by reason of any entrance into the Premises.

C. City's Right to Work Within or Alter Airport. City has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that City (in its sole and absolute discretion) determines to be in City's best interests.

D. City's Right to Implement Airport Programs. City has the right to implement any lawful, reasonable, and nondiscriminatory program at the Airport as City may determine in its sole and absolute discretion, and to require Operator to participate in or comply with any such program. Such programs may include, but are not limited to, providing common arrangements for trash disposal, utilities, or other Airport functions; providing revenue-generating activities at the Airport by City or its designee (including, but not limited to, vending machines, advertising, wireless communications, and utility services whether on or off of the Premises); designating approved vendors and service providers at the Airport; establishing central locations and security procedures for delivering goods or materials to the Airport; and establishing green building and other programs to benefit the environment and conserve energy.

E. City Charges. City has the right to impose rates and charges in connection with any matter at the Airport in a manner consistent with Laws and Regulations.

F. City Directives. City as the owner and proprietor of the Airport has the right to issue any lawful, reasonable, and non-discriminatory directive as is consistent with the Airport's general rules and regulations and minimum standards, city ordinance, state law or administrative rule, or federal law or administrative rule.

G. Governmental Acts. City is a government entity, and City has all rights, powers, and privileges afforded to it under Laws and Regulations. Operator agrees that Operator is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

ARTICLE VI FIRE PROTECTION

Operator shall install, maintain and replace fire extinguishers in and about the Business Premises. Said fire extinguishers shall be of a kind and shall be kept in such locations as may be approved by the Chief of the Fire Department of Cedar City, and shall be of sufficient number and capacity to adequately safeguard said premises against fire in compliance with City ordinance, and any fire safety codes adopted by the City.

**ARTICLE VII
MAINTENANCE AND REPAIR**

The City, at its own expense, shall maintain and keep in good condition and repair the terminal building, runways, taxi-strips, aprons, roads, runway lights and other facilities essential to safe airport operation, and shall use its best efforts to operate said airport and facilities in such a manner as to make the same safe and suitable for use by Operator and the public.

**ARTICLE VIII
INDEMNIFICATION AND INSURANCE**

The Operator does hereby agree and covenant to indemnify and hold the City harmless from all fines, suits and claims, demands and actions of any kind or nature, by reason of any and all of its operations hereunder and does hereby agree to assume all risk in the operation of its business hereunder, and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Operator shall maintain with insurance underwriters satisfactory to the City a standard form or policy of insurance in such amounts as may from time to time be approved by the City, protecting both the Operator and the City against public liability and property damage. Operator shall promptly, after execution of this Agreement, furnish any such policy for damage growing out of any incident or other cause in the following minimum amounts:

Commercial General Liability:	
Each Occurrence Limit:	\$2,000,000
Personal and Advertising Injury:	\$2,000,000
Products/Completed Operations:	\$2,000,000
Auto Liability:	\$2,000,000
Professional Liability:	
Each Occurrence Limit:	\$500,000
Aggregate Limit:	\$500,000
Workers Compensation:	Statutory

Pollution legal liability insurance of no less than two million dollars (\$2,000,000) aggregate liability and one million dollars (\$1,000,000) per occurrence for environmental clean-up costs, transportation of wastes or products, and claims for bodily injury and property damage arising from losses due to pollution conditions covering all aspects of Operator's use, occupancy, and operations at the Airport.

A current copy of the insurance documents, showing the City as additional Insured, shall be provided to the City.

**ARTICLE IX
HAZARDOUS MATERIALS**

A. No Violation of Environmental Laws. Operator shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Business Premises or the Airport by Operator or Operator's Associates in violation of applicable Environmental Laws. Operator is solely responsible for any such violation and City imposed fees or fines associated with violation.

B. Response to Violations. Operator agrees that in the event of a release or threat of release of any Hazardous Material by Operator or Operator's Associates at the Airport, Operator shall provide City with prompt notice of the same. Operator shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If City has reasonable cause to believe that any such release or threat of release has occurred, City may request, in writing, that Operator conduct reasonable testing and analysis (using qualified independent experts acceptable to City) to show that Operator is complying with applicable Environmental Laws. City may conduct the same at Operator's expense if Operator fails to respond in a reasonable manner. Operator shall cease any or all of Operator's activities as City determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Operator or Operator's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Operator, at Operator's expense, shall promptly remediate such violation in compliance with applicable Environmental Laws. Operator shall submit to City a written remediation plan, and City reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work. Operator shall work with City and other governmental authorities having jurisdiction in connection with any violation. Operator shall promptly provide to City copies of all documents pertaining to any environmental concern that are not subject to Operator's attorney-client privilege.

C. Obligations Affecting Permits. To the extent that Operator is a co-permittee with City in connection with any permit relating to the environment, or to the extent that Operator's operations may impact City's compliance with any such permit, Operator shall work cooperatively with City and other Operators and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

D. Obligations upon Termination and Authorized Transfers. Upon any termination of this Agreement, and upon any change in possession of the Business Premises authorized by City, Operator shall demonstrate to City's reasonable satisfaction that Operator has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

The Operator shall not assign, transfer, sell, sublease, pledge, hypothecate, surrender or otherwise encumber or dispose of this Agreement or any estate created by this Agreement, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the premises without written permission of the City being first obtained, which permission shall not be unreasonably withheld.

**ARTICLE XI
OPERATOR INDEPENDENT CONTRACTOR**

Operator is and shall be an independent contractor, and in no manner whatsoever the agent or servant of the CITY. In all other cases, the Operator is responsible to all parties for all of its acts or omissions, and the City is in no way responsible therefore.

**ARTICLE XII
JURISDICTION**

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

**ARTICLE XIII
ATTORNEY'S FEES**

In the event any action or proceeding is brought to collect fees due hereunder, or enforce any provision hereof, or to take possession of said premises, or to enforce compliance with this Agreement, or for failure to observe any of the covenants of this Agreement, Operator agrees to pay to the City such sum as the Court may adjudge reasonable as attorney's fees to be allowed in said action.

**ARTICLE XIV
NON-WAIVER**

Any waiver of any breach of covenants herein contained to be kept and performed by the Operator shall not be deemed a continuing waiver.

**ARTICLE XV
RULES AND REGULATIONS**

The City shall have the right to adopt and enforce reasonable rules and regulations and minimum standards with respect to the use of the airport, terminal building and related facilities which Operator agrees to observe and obey.

**ARTICLE XVI
AGREEMENT TENURE**

Subject to earlier termination as herein provided, the term of this Agreement shall be for a period of five (5) years. OPERATOR is hereby granted the option to renew this Agreement for two separate and successive terms of five (5) years each, subject to negotiation of consideration acceptable to both parties, provided, however, that OPERATOR shall give CITY written notice of its intention to exercise its option at least sixty (60) days prior to the expiration of this Agreement and at least sixty (60) days prior to the expiration of each successive five (5) year renewal term. Any termination for failure to exercise such option shall require thirty (30) days written notice to OPERATOR. OPERATOR may exercise the option within said 30-day period. Said written notification shall be presented in writing to the City Manager, the Chairman of the Airport Board and the Mayor.

**ARTICLE XVII
OBLIGATIONS**

Operator shall, from time to time, during the term of this Agreement pay all taxes, annual license fees, permits, wages, bills or other lawful obligations of Operator.

**ARTICLE XVIII
AGREEMENT TERMINATION**

It is agreed that the City may terminate this Agreement at any time for good cause shown after having first given said Operator sixty (60)-days notice in writing of said intention to terminate and cancel said Agreement setting forth the reason. (The sixty (60)-day notice requirement may be a lesser time upon formal action by the Airport Board and City Council.) If the cause is remedied within the notice period, the Agreement shall continue. For a second violation of the same cause a fifteen (15) day notice of intent to terminate and cancel shall be issued.

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

CEDAR CITY CORPORATION:

ATTEST:

Maile L. Wilson, Mayor

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

This is to certify that on the ___ day of _____, 2016, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC

(OPERATOR):

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

On this _____ day of _____, 2016, personally appeared before me who duly acknowledged to me that he/she signed the above and foregoing document.

NOTARY PUBLIC

**CEDAR CITY COUNCIL
AGENDA ITEM 6**

INFORMATION SHEET

TO: Mayor and City Council

From: Ryan Marshall & Jeremy Valgardson

Date: August 17, 2016

SUBJECT: Approval of Change Order for AIP-31 and FAA Grant Amendment

DISCUSSION: This Change Order is to increase quantities to the fog seal and paint schedule for AIP-31 on 'TAXIWAY D'. In our last FAA 139 inspection, it was determined the Airport needed edge markings on all eligible commercial service taxiways. This change order will allow the grant procurement program to fund 95% of this maintenance cost. The estimated increase in cost is \$123,530.00. This increased amount will not exceed the already budgeted entitlement dollars for this project.

We would like to request a grant amendment from the FAA for an additional \$134,000.00 to cover the cost of this change order and any additional engineering fees for the increase in work. The total amended offer for AIP-31 would be \$1,029,895.00.

CONTRACT CHANGE ORDER NO. 1 or SUPPLEMENTAL AGREEMENT NO. _____

AIRPORT Cedar City Regional (CDC) DATE 8/12/2016

LOCATION Cedar City, UT AIP PROJECT NO. 3-49-0005-031-2016

CONTRACTOR Nichols Building, LLC

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

Item No.	Description	Unit	Unit Price	Quantity	Amount
P-608a	Emulsified Asphalt Seal Coat	SY	\$1.00	34,100	\$34,100.00
P-620a	Temporary Pavement Markings	SF	\$2.00	20,200	\$40,400.00
P-620b	Permanent Pavement Markings	SF	\$2.00	20,700	\$41,400.00
P-620c	Remove Pavement Markings	SF	\$2.00	3,800	\$7,600.00
P-620d	Painted Hold Position Marking	EA	\$7.50	4	\$30.00
N/A	Revised Plan Sheets C700, C702, C703, C704 and C900	N/A	N/A	N/A	N/A
Original Contract Amount					\$714,260.00
This Change Order Total					\$123,530.00
Previous Change Order(s) Total					\$0.00
Revised Contract Total					\$837,790.00

The time provided for completion in the contract is increased by 7 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply.

Recommended by: _____ Date _____
 Approved by: _____ Date _____
 Accepted by: _____ Date _____
 Approved by: _____ Date _____
 Federal Aviation Administration

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.



35 South 400 West, Suite 200 | St. George, UT 84770
Main 435.673.4677
JVIAION.COM

AIP PROJECT NO. **3-49-0005-031-2016**

CHANGE ORDER NO. **1**

AIRPORT **Cedar City Regional**

LOCATION **Cedar City, UT**

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract change(s) and location(s).

- P-608a – Seal coat Taxiway Delta from the TW D1 intersection to end of RW 20.
- P-620a – Paint temporary markings on Taxiway Delta from the TW D1 intersection to end of RW 20.
- P-620b – Paint permanent markings on Taxiway Delta from the TW D1 intersection to end of RW 20.
- P-620c – Remove pavement markings on Taxiway Delta from the TW D1 intersection to end of RW 20.
- P-620d – Paint hold position markings on Taxiway Delta each side of RW 8-26 and at hold line for RW 20.
- Plan sheets C700, C702, C703, C704 and C900 have been revised to show the additional work.

2. Reason for the change(s) (Continue on reverse if necessary)

The low bid prices allow the pavement maintenance scope of the project to include Taxiway Delta from TW D1 intersection to end of RW 20.

3. Justifications for unit prices or total cost.

Will use the contract unit prices for the additional work.

4. The sponsor's share of this cost is available from: Sponsor funds.

5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision: Yes No Not Applicable

6. Has consent of surety been obtained? Yes Not Necessary .

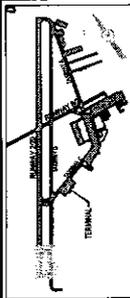
7. Will this change affect the insurance coverage? Yes No .

8. If yes, will the policies be extended? Yes No .

9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials? Yes No When: 6/21/16 With Whom: Tiffany Brown

Comment _____

Submit 4 copies to the FAA

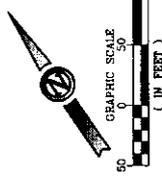


KEYMAP

STRIPING LEGEND

NOTES

1. ALL MARKING MATERIALS SHALL BE APPLIED TO THE SURFACE OF THE PAVEMENT IN ACCORDANCE WITH SPECIFICATION P-200.
2. ALL PAVEMENT MARKINGS SHALL BE APPLIED TO THE SURFACE OF THE PAVEMENT IN ACCORDANCE WITH SPECIFICATION P-200.
3. SET SHEET C700 FOR STRIPING DETAILS AND NOTES.
4. CONTRACTOR SHALL MAINTAIN A COPY OF THE CURRENT (IN ADVANCE) CIRCULAR AT 100%/100% STRENGTH FOR APPROVAL PURPOSES ON SITE AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN A COPY OF THE CURRENT (IN ADVANCE) CIRCULAR AT 100%/100% STRENGTH FOR APPROVAL PURPOSES ON SITE AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN A COPY OF THE CURRENT (IN ADVANCE) CIRCULAR AT 100%/100% STRENGTH FOR APPROVAL PURPOSES ON SITE AT ALL TIMES.
5. ANY DISCREPANCIES BETWEEN THESE PLANS AND THE ACTUAL STRIPING OF THE PAVEMENT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
6. PERFORMANCE OF WORK SHALL BE APPROVED BY THE ENGINEER AFTER THE INITIAL TRIUMPHANT APPLICATION (UNLESS APPROVED OTHERWISE BY THE ENGINEER). THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES WHICH ARE LOCATED WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES WHICH ARE LOCATED WITHIN THE PROJECT AREA.
7. CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ANY MARKINGS THAT ARE LOCATED OUTSIDE THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ANY MARKINGS THAT ARE LOCATED OUTSIDE THE PROJECT AREA.
8. CLASS MARKINGS SHALL BE APPLIED AT THE SAME LOCATIONS AS THE EXISTING MARKINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES WHICH ARE LOCATED WITHIN THE PROJECT AREA.
9. ALL PAVEMENT MARKINGS SHALL BE APPLIED TO THE SURFACE OF THE PAVEMENT IN ACCORDANCE WITH SPECIFICATION P-200.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES WHICH ARE LOCATED WITHIN THE PROJECT AREA.

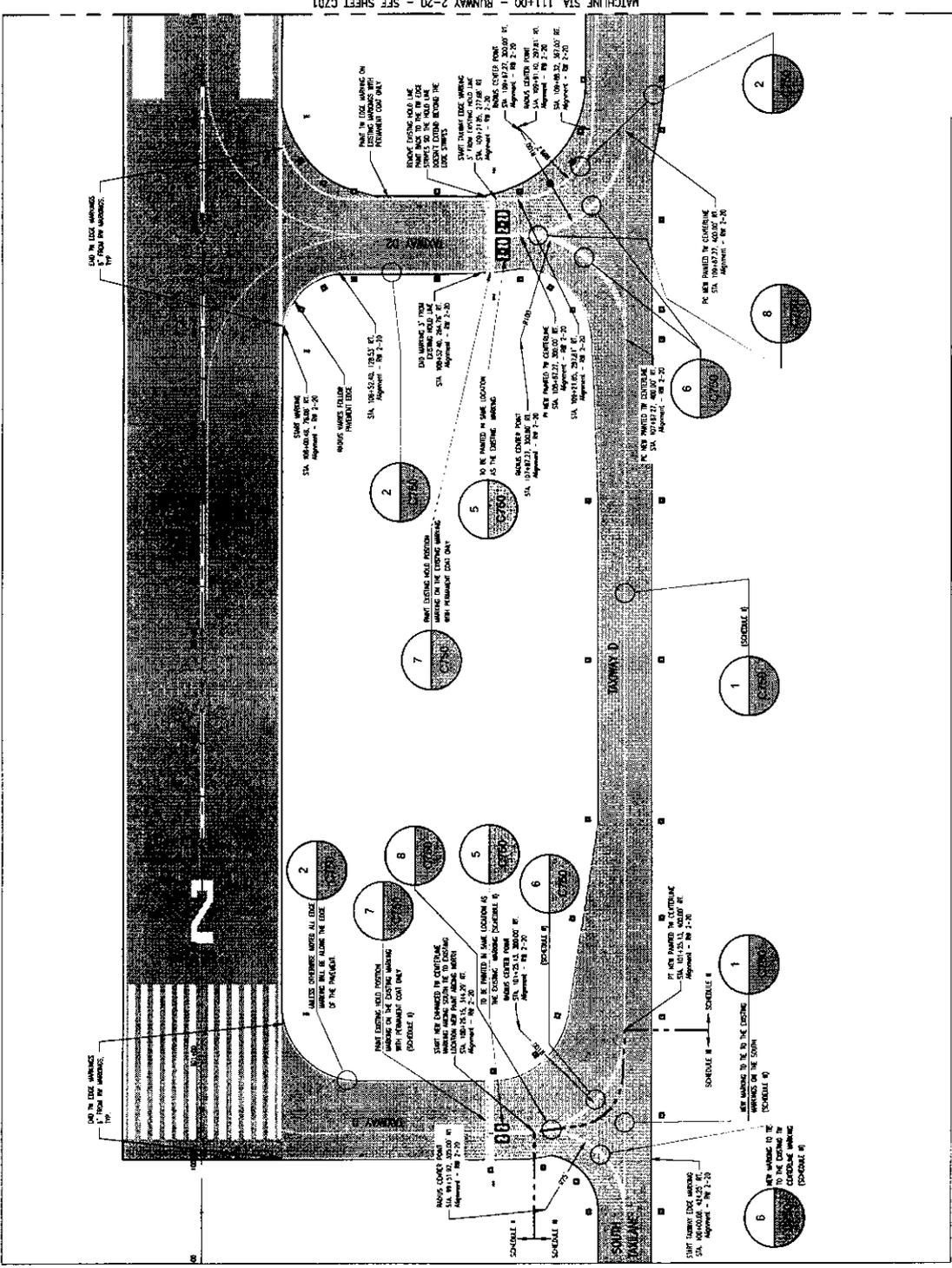


ISSUED FOR CONSTRUCTION

THESE DRAWINGS ARE FOR CONSTRUCTION USE. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

PREPARED BY: [Name]
DATE: [Date]
FOR AND ON BEHALF OF: [Company Name]

SHEET NAME: PAVEMENT MARKING PLAN
TAXIWAYS D & D2
STA. 99+00 TO STA. 111+00 - RUNWAY 2-20
SHEET NO. C700
34 of 43



TERMINAL APRON REHABILITATION TAXIWAY D PAVEMENT MAINTENANCE AND SOUTH TAXIWAY IMPROVEMENTS

ISSUE RECORD

DES. K.J.M.	NO.	BY	DATE	DESCRIPTION
DR. L.O.B.	1	K.J.M.	07/11/11	ISSUED FOR CONSTRUCTION
CH. C.L.G.	2	K.J.M.	07/11/11	CHANGE TO SHEET 1

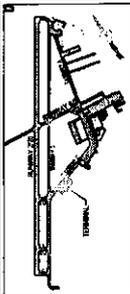
APP. K.J.M.

DES. K.J.M.
DR. L.O.B.
CH. C.L.G.
APP. K.J.M.



JVIATION

34 of 43



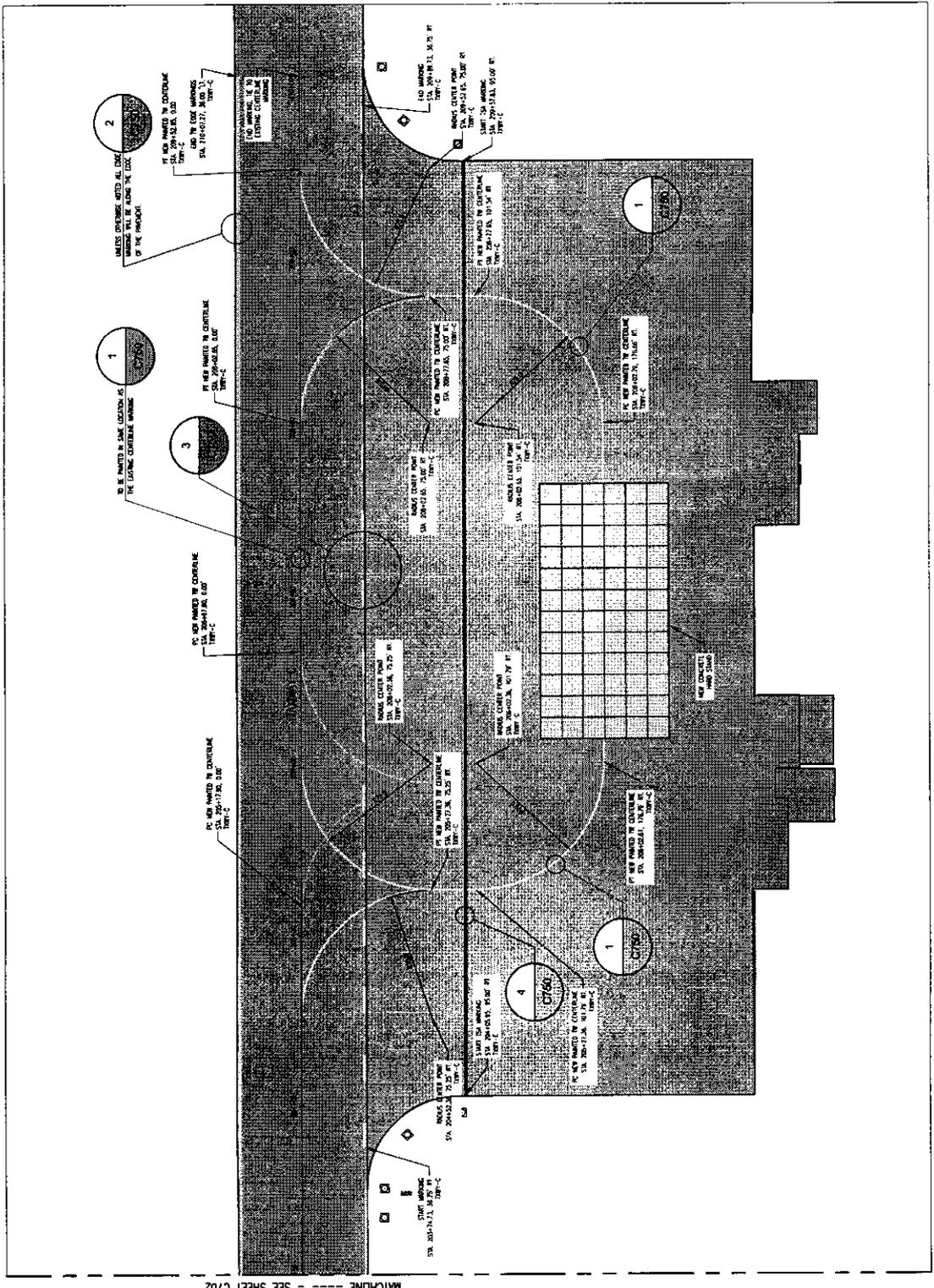
- NOTES**
- ALL MARKING MATERIALS SHALL BE YELLOW AND IN ACCORDANCE WITH SPECIFICATION P-100. ALL STRIPING SHALL BE APPLIED USING MARCHET MARKERS.
 - SEE SHEET C702 FOR STRIPING DETAILS AND NOTES.
 - CONTRACTOR SHALL HAVE A COPY OF THE CURRENT PLAN AVAILABLE ON-SITE AT ALL TIMES. ANY CHANGES TO THE PLAN SHALL BE APPROVED BY THE ENGINEER FOR THE PROJECT.
 - PERMANENT APPLICATIONS OF MARKS WILL BE APPLIED AS SHOWN ON THIS SHEET. ANY DISCREPANCIES BETWEEN THESE MARKS AND THE ACTUAL STRIPING SHALL BE CORRECTED IMMEDIATELY.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF MARKINGS THAT ARE DAMAGED OR WEAR OUT. THE PROJECT OWNER SHALL NOT BE RESPONSIBLE FOR THE REMOVAL OF THESE MARKINGS.
 - ALL STRIPING SHALL BE APPLIED TO THE SURFACE OF THE PAVEMENT. ALL STRIPING SHALL BE APPLIED TO THE SURFACE OF THE PAVEMENT.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF MARKINGS THAT ARE DAMAGED OR WEAR OUT. THE PROJECT OWNER SHALL NOT BE RESPONSIBLE FOR THE REMOVAL OF THESE MARKINGS.
 - ALL STRIPING SHALL BE APPLIED TO THE SURFACE OF THE PAVEMENT. ALL STRIPING SHALL BE APPLIED TO THE SURFACE OF THE PAVEMENT.



ISSUED FOR CONSTRUCTION

THESE DRAWINGS ARE FOR CONSTRUCTION USE. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

PREPARED BY: J. J. MOHRE
 DATE: 02/01/16
 FOR AND ON BEHALF OF: JAYCO, INC.



PROJECT NO.: 3-88-0005-031-2016
 SHEET NO.: 37 of 43
 JVIATION PROJECT NO.: 2015-CDC-05

TERMINAL APRON REHABILITATION, TAXIWAY D PAVEMENT MAINTENANCE AND SOUTH TAXILANE IMPROVEMENTS
 STA. 203+00 TO STA. 210+50 TAXIWAY C

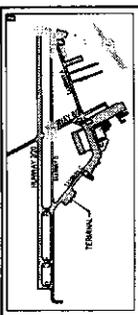
PAVEMENT MARKING PLAN
 SHEET NAME: C703

NO.	BY	DATE	DESCRIPTION
1	K.J.M.	02/01/16	ISSUE RECORD
2	K.J.M.	02/01/16	ISSUE RECORD
3	K.J.M.	02/01/16	ISSUE RECORD

DES.	DR.	CH.	APP.
L.O.B.	C.L.G.	K.J.M.	



MATCHLINE - - - - - SEE SHEET C702

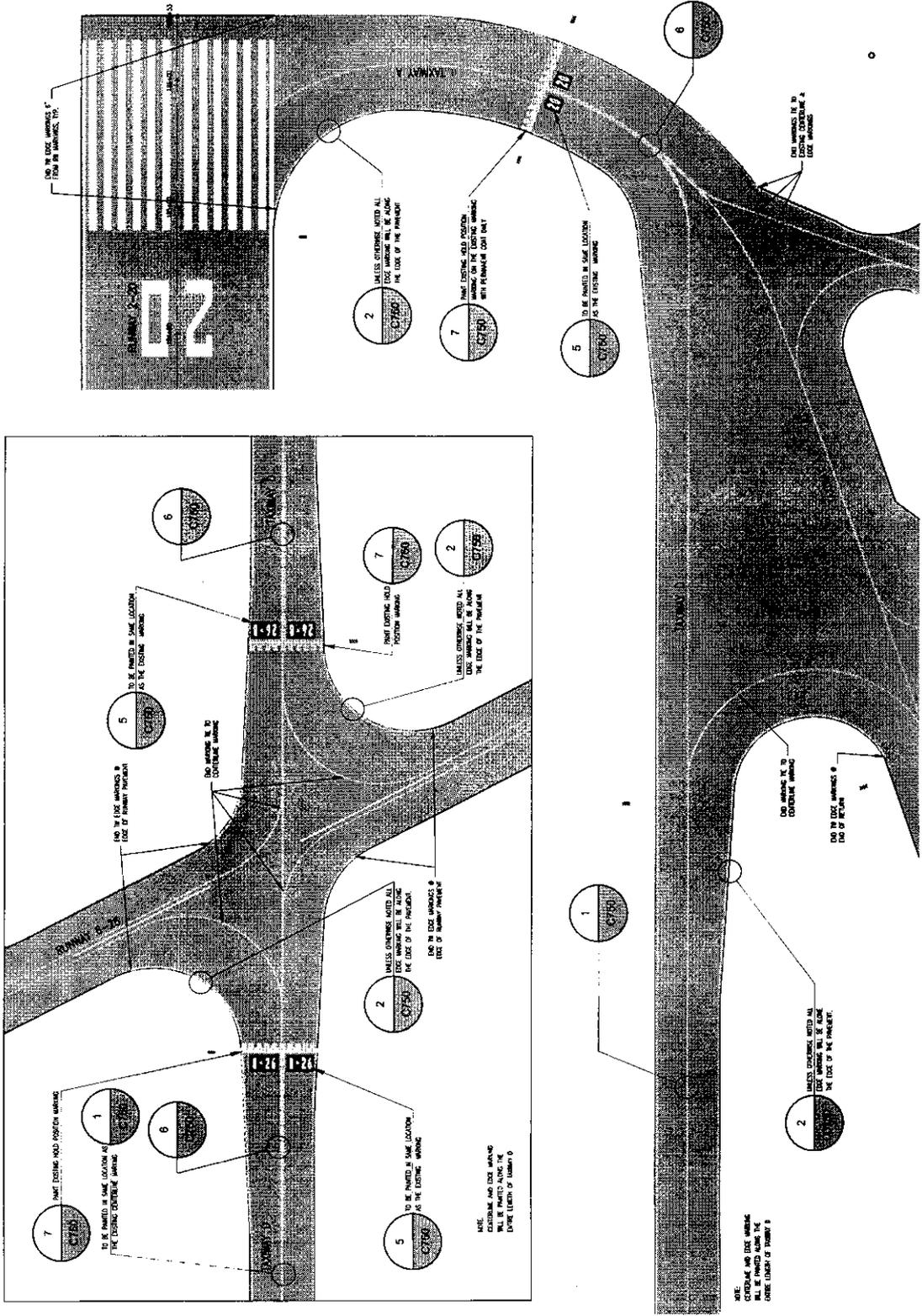


- NOTES**
1. ALL WORKMAN MARKINGS SHALL BE LOCATED IN ACCORDANCE WITH THE SPECIFICATIONS AND SHALL BE PAINTED WITH A DURABLE PAINT.
 2. ALL WORKMAN MARKINGS SHALL BE APPLIED USING DRYBOND METHOD.
 3. SEE SHEET C704 FOR STRIPING DETAILS AND NOTES.
 4. ALL STRIPING SHALL BE PAINTED BY THE CONTRACTOR IN ACCORDANCE WITH THE SPECIFICATIONS AND SHALL BE PAINTED WITH A DURABLE PAINT. ALL STRIPING SHALL BE PAINTED WITH A DURABLE PAINT. ALL STRIPING SHALL BE PAINTED WITH A DURABLE PAINT.
 5. ALL DISCREPANCIES BETWEEN THESE PLANS AND THE ACTUAL STRIPING PRESENT IN THE FIELD SHALL BE BROUGHT TO THE ATTENTION OF RECORDS FACILITY.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
 8. ALL STRIPING SHALL BE PAINTED BY THE CONTRACTOR IN ACCORDANCE WITH THE SPECIFICATIONS AND SHALL BE PAINTED WITH A DURABLE PAINT. ALL STRIPING SHALL BE PAINTED WITH A DURABLE PAINT.
 9. ALL STRIPING SHALL BE PAINTED BY THE CONTRACTOR IN ACCORDANCE WITH THE SPECIFICATIONS AND SHALL BE PAINTED WITH A DURABLE PAINT. ALL STRIPING SHALL BE PAINTED WITH A DURABLE PAINT.



ISSUED FOR CONSTRUCTION

THESE DRAWINGS ARE FOR CONSTRUCTION USE. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:



REG. NO.	070105
DATE	2015.03.05
NAME	FOR AND ON BEHALF OF JVIATION, INC.
REG. NO.	070105
DATE	2015.03.05
NAME	FOR AND ON BEHALF OF JVIATION, INC.

PAVEMENT MARKING PLAN
TAXIWAY D @ RUNWAY 8-26 AND
NORTH TAXIWAY D / TAXIWAY A

TERMINAL APRON
REHABILITATION,
TAXIWAY D PAVEMENT
MAINTENANCE AND SOUTH
TAXILANE IMPROVEMENTS

AP PROJ. NO. 3-49-0005-0314-2016

JVIATION PROJ. NO. 2015.03.05

DES. K/J/M	NO.	BY	DATE	DESCRIPTION
DR.	L.O.B.	K/J/M	03/05/15	ISSUED FOR CONSTRUCTION
CH.	C.L.G.	K/J/M	03/05/15	CHANGE ORDER NO. 1
APP.	K/J/M			



**CEDAR CITY
COUNCIL AGENDA ITEM 7
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Kit Wareham

DATE: August 17, 2016

SUBJECT: Consider a Resolution Approving the Cedar City Engineering Standards Up-dates for 2016

Discussion: Approximately every two years the City Engineering Department recommends some modifications to the City's Engineering Standards. The standards exist to ensure a consistent level of quality is obtained for the City Public Works infrastructure that is installed either by the City, a City contractor or a developer. Modifications to the Standards are occasionally necessary in order to keep the standards current with the latest technology or design standards, to make reasonable changes as requested by City departments, contractors and developers and to correct deficiencies or mistakes in the standards. The modifications that are proposed are summarized in the attached update. The most significant proposed changes to the Standards are indicated by an asterisk. These proposed modifications have been recommended to the City Council by the Planning Commission (minutes attached).

**CEDAR CITY
ENGINEERING STANDARDS
2016
UP-DATES
(* Indicates a Significant Change)**

Section/Table	Specification Modifications	
	Description of Change	Construction Cost Change
Forward	Up-dated all dates	
1 Table of Contents	Modified to change to page numbers resulting from the proposed changes.	No Change
Section 2.2.8 Sewer Outfall Lines	Redefined Sewer Outfall line as sewer lines greater than 12 inch diameter	No Change
*Section 3.2.3 Cul-De-Sacs	Required a fire hydrant to be placed at the end of all permanent cul-di-sacs for flushing of water lines	Increase
Section 3.4.4 Sewer Service Connections	Changes fitting connecting sewer services to sewer mains to be wyes instead of tees	No Change
*Section 3.4.5 Sewer Manholes	Sewer mains 12 inches and less to have 4 foot diameter and more than 12 inch diameter to have 5 foot diameter. Previously 18 inch diameter was the limit	Increase
Section 3.5.6 Fire Hydrant Spacing and Location	Added fire hydrants to be place at intersection and also at the end of cul-di-sacs	Increase
Section 4.2.1.IV.F.1 Water Line Tap Saddle Castings	Water Line tap saddle casting can also be coating with plastic or epoxy.	No Change
*Section 4.2.1.VI.F.	Added requirement that at least 1-2 inch PVC communication conduit be installed in at least 1 of the trenches for city sewer, water or storm drain.	Increase
Section 4.2.2.V.E.	Added requirement and directions for abandoning sewer and water service connections	Increase
Section 4.2.2.V.J.	Added table show allowable joint tolerances in various sizes of concrete pipe	No Change
Section 4.2.2.X.	Added installation instructions for spare PVC communication conduits.	Increase
Section 4.2.3	Added requirement for acceptance testing of spare PVC conduits	Increase
Section 4.3.V.A.	Chip oil change to CRS-LM (latex modified)	Increase
Section 4.3.V.B.	Chip seal aggregate fractured faces % changes from 95 to 85%	Decrease
*Table 4.10	Added new 7 bag mix concrete mix for cross gutters	Increase

Drawing Modifications		
Drawing	Change Description	Construction Cost Change
All Details	Change date on all details to 2016	No Change
D3 Small Curb Outlet Box	Limited the number of square steel tubes in the outlet to 3	No Change
D5 Storm Drain Manholes	<ul style="list-style-type: none"> A. Required concrete steel rebar and reinforcing fibers in storm drain manhole grade collars B. Required 0.20 feet of pipe through the manholes. C. Allowed 28 inch length to first step in manhole. 	Increase
*R1 Trench Sections	<ul style="list-style-type: none"> A. Added spare utility conduit. B. Flowable fill required for bedding of pipe greater the 12-inch diameter. C. Increase pipe zone material height to surround spare conduit. D. Added requirement for pull strip in spare conduit. E. Added requirement to completely backfill HDPE pipes with flowable fill if less than 12 inches of cover. 	Increase
R3 Utility Locations	Added requirement that all sewer manholes be placed at location shown on drawing, not necessarily the sewer line.	No Change
*R4 Typical Road Cross Sections	Added requirement that a minimum of 8 inches of pit run gravel be placed under road base on typical section. No road base to be placed on re-compacted native materials.	Increase
R4 Typical Road Cross Sections	Added new road section for Residential Estates Developments	No Change
R-6 Typical Cul-de-sac	Showed fire hydrant on back the cul-di-sac and describe road section for permanent and temporary cul-di-sacs.	No Change
R -14, 15, and 16	Required Street light bases to be wrapped in expansion material and 6 inch above to of sidewalks.	No Change
*R-18 Trail Crossing Streets	Made new detail for trails crossing city streets	No Change
*R-19 Angle parking layout	Made detail for angle parking striping and signage	No Change
S-2 Sewer Manholes	<ul style="list-style-type: none"> 1- Required reinforcement fibers in sewer manhole grade collars; 2- Required sewer manholes with pressure sewer lines to the corrosion resistant. 3- Required sewer manholes with sewer lines greater than 15 inch diameter to be 5 foot diameter 	Increase

*S5 and S6	Required Dorsett SCADA Systems to be installed in all new sewer lift stations	Increase
W1	Required 2 inch plug to be installed in water line blow-off caps for flushing	Increase
W2	Added reinforcement fibers to fire hydrant valve collars	Increase
*W6, 7 and 8	Defined where different water meter vaults will be used	No Change
X3	Added testing requirement for pit run material in roads	Increase

**CEDAR CITY COUNCIL
AGENDA ITEM 8**

DECISION PAPER

TO: Mayor and City Council

FROM: Mike Phillips

DATE: 12 August 2016

SUBJECT: Property Disposal

PROBLEM:

The Fire Department has recently replaced the Airport Rescue Firefighting (ARFF) truck tires (Michelin 24R21 XTL); which was approved in the budget process. This was done to meet NFPA 1911 Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus and to meet the recommendations of the manufacture of these tires--Michelin . These tires still have over an inch of tread depth, are ten years old, and were destined to head to the Bulloch pit. There is not an estimated value of these tires since they are past their life expectancy.

The idea came to mind to trade these tires with the Salt Lake City Department of Airports for part of our annual ARFF training invoice. We contacted them to see if they were interested in these tires and the discussion was started on the idea of a trade. They are fully aware of the age of the tires, and they will be put on a training vehicle which will wear out tires at an accelerated rate. It has been agreed upon that they will trade us three firefighters annual ARFF training in exchange for the tires--this is a \$3,000 value. The new tires cost approximately \$13,500.

RECOMMENDATION: To trade the ARFF tires for ARFF training as outlined.

#9

CEDAR CITY CORPORATION

Downtown City Light Standards and North/South Interchange Billboard Banner Program

I. Purpose

The primary purpose of the Downtown City Light Standards and North/South Interchange Billboard Banner Program is to enhance the general appearance of the city's streetscape and call attention to community activities, institutions, or milestones that play a part in our City. The displays of banners promote the visual interest and economic vitality of Cedar City's historic downtown and contribute to the festive nature of Cedar City.

The banners and billboards described under this policy are expressions of Cedar City. The format and content expresses the views of Cedar City and because the format and content is expressly adopted by the City as the City's speech, the form and content are to be strictly regulated by the City.

Banners may be proposed by institutions and organizations in the cultural, intellectual, and charitable not-for-profit sector. They may be sponsored by for-profit entities, corporations and individuals provided that they meet the criteria for content and objectives described below.

A temporary banner is defined as a sign mounted on a city light standard containing a message in text, picture, logo or other form of representation, which is constructed of pliable materials such as canvas, fabric, vinyl plastic or similar materials which will withstand exposure to wind and rain without significant deterioration, and which does not require a building permit for its construction or installation outside of a building.

A billboard banner is defined as a sign mounted on a city interstate standard containing a message in text, picture, logo or other form of representation, which is constructed of pliable materials such as canvas, fabric, vinyl plastic or similar materials which will withstand exposure to wind and rain without significant deterioration, and which does not require a building permit for its construction or installation outside of a building.

II. Administration

Banners on City light standards and City billboards shall be reviewed and administered by the Office of Economic Development.

III. Display Locations, Banner Allotment

Downtown City light standards eligible to display banners are those along Main Street between 200 South and Coal Creek Rd, Center Street between 100 East and 300 West, Harding Ave. and Hoover Ave. between Main Street and 100 West. The number of banners available shall be 82. Applicant may request to use all or a portion of the available light standards. City billboards eligible to display banners are the North and South Interchange billboards. The number of banners available shall be one at each location. No banners across Main Street are allowed. (City lights, such as annual Christmas lights are not considered banners and are exempt from program.)

IV. Applications

Applications for banners on City light standards and billboards shall be submitted to the Office of Economic Development and shall be approved if compliant with all criteria set forth with this program. Application shall be submitted no later than 21 days prior to the first date of the proposed display period and no earlier than one year of proposed display period. A full color, graphic design layout of the banner is required at time of application.

Economic Development Director will determine which applicant receives priority status. Priority shall be determined on a first-come, first-served basis, based on the date a completed application is received. Where competing applications are submitted, display periods shall be limited to the actual event dates.

Each submission process may take one week for approval. Information on the application process is available from the Cedar City Economic Development Department at 10 N Main St, Cedar City, UT 84720.

V. Design

(A) City Light Standards: Banners shall be 49 inches by 23 inches (49"H x 23"W), with 3-inch diameter pole pocket at the top and grommets on each bottom corner. Grommets should be two inches from either edge.

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(B) Billboard Banners: The visual opening of the frames is 66" x 192". The overall dimension of the material shall be 72" x 200". The banners must have a background of white with the event or organization's name or logo and any dates of when the event is taking place in dark font. Design for all banners must be submitted to and approved by the Office of Economic Development. Materials are dependent upon length of display

(C) City Light Standards Fabrication- Fabric must be of a durable material able to withstand the elements including snow, rain and heavy wind, no less than 14 oz weight material. Banners are most successful in the urban environment if they are designed with a small number of large, simple, bold elements, and when they utilize bright colors and strong contrast. Complex, ambiguous images with numerous small components should be avoided. Imagery and type should be appropriately scaled for long-range visibility by motorists and pedestrians.

(D) Billboard Banner Fabrication- Fabric must be of a durable material able to withstand the elements including snow, rain and heavy wind, no less than 20 oz weight material. Complex, ambiguous images with numerous small components should be avoided. Imagery and type should be appropriately scaled for long-range visibility by interstate motorists.

(E) Main Street Banner Text – The text shall not comprise more than 40% of the area of the banner. The content lettering must be at least 2 inches high.

(F) Billboard Banner Text- Billboard text must be designed to be read from Interstate 15 at freeway speed. It must be limited to dark text or logo on a white field. The content lettering is recommended to be at least 48 inches high. A white border around the edge of the display area must be at least 4 inches. Again, design for all banners must be submitted to and approved by the Office of Economic Development

(G) Sponsors on Main Street Banners- A sponsor's symbol/logo is permitted provided that it occupies an area of less than 20% of the design area of the banner. The sponsor's symbol/logo must be positioned at the bottom of the banner.

VI. Installation

(A) City Light Standards – Main Street Banners- Banners must be received by the Economic Development Department no later than one (1) week prior to the first date of scheduled display. The Economic Development Department address is 10 N Main St, Cedar City, UT 84720. All banners on City light standards shall be installed by City personnel. After removal, the applicant will retrieve banners from Economic Development Department within ten (10) days. If the banners have not been retrieved after ten days they shall become the property of the City and will be disposed of accordingly.

(B) Billboard Banners- Banners must be installed and removed by a city-approved sign company. For a list of approved sign companies contact the Office of Economic Development.

(C) Fees

Upon receipt of a completed application, the Office of Economic Development will provide the applicant with final fee assessment based on costs for City services arising from the installation and removal of the banners, including but not limited to the use of City personnel and/or equipment as is contained in the consolidated fee schedule located online at <http://www.cedarcity.org/DocumentView.aspx?DID=923>. Fees must be paid in full prior to installation.

VII. Period of Display

Main Street Banners will be placed and removed on the nearest Tuesday of the applicant's request date. Applicants may request to display Main Street Banners for no more than twenty-four (24) weeks, but must be displayed for at least one (1) week. Applicants shall accept that the display period is contingent upon a workable arrangement within the overall schedule of other City banners as well as prior commitments to other outside sponsors. Prior commitments may preclude the desired display period of an otherwise acceptable applicants banner. Applicants may submit an additional application for continuous running time slots.

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In case of advanced deterioration of the signage, or if a dangerous condition presents itself, the Cedar City Economic Development Department, as administrator, may at its sole discretion direct signage to be removed at any time. In the Cedar City Economic Department experience, signage installed during winter months are particularly subject to serious weather-related problems.

VIII. Liability for Main Street Banners

The applicant shall agree to assume full liability and indemnify the City for any damage to persons or property arising from the display of the banners by the City or the hired professional sign company. The City is not responsible for any damage that may occur to the banners from any cause.

VIX. Liability for Billboard Banners

The applicant shall agree to assume full liability and indemnify the city for any damage or persons or property arising from the display of the billboard banners by the hired professional sign company. The City is not responsible for any damage that may occur to the banners from any cause.

Updated August 10, 2016

10

Request: Change booking procedure to require a non-refundable deposit (deposit would apply to rental fees) to rent space in either the Heritage Theater or Festival Hall.

At the present time no deposit is required to book either the Heritage Theater or Festival Hall, by contrast almost all similar type of facilities in other communities require some form of deposit. For many years this was of little concern due to the low rate of bookings. As booking rates have dramatically increased over the last few years, this policy of no required deposits, has begun to create certain issues that we believe could be addressed by requiring a small deposit at the time of booking. By adding a small deposit to the booking procedure we believe it will reduce cancellations, perceived booking conflicts and enhance better planning by individuals and organizations using city resources.

#11

Request: Change the use of alcohol policy at the Heritage Theater and Festival Hall when minors are present.

Currently alcohol may be consumed at the facility during private events not open to the general public. During these events alcohol may not be sold and all other local and state laws must be followed. On the whole there has rarely been problems with this model during adult only events. Regrettably this has not been the case when minors have been present. Frequently when minors are present while alcohol is served we encounter a variety of problems including but not limited to, running and carrying on the hallways, joy riding on the elevators, increased staining and soiling of carpets and upholstery, troubles in the restrooms... etc... beyond this there is the potential that during such events the possibility of underage drinking occurring within a city facility. We propose amending the city policy of permitting the serving of alcohol during private events to exclude events were minors are present.

12

Request: Amend the Sun-Thur. discount for non-profit groups on the fee schedule.

Currently the Heritage Theater and Festival Hall have the lowest rates for comparable type of facilities in the county as well as the surrounding area. In addition to these low rates, a special discount of 50% off the base rental is offered to non-profit organizations on bookings that fall on Sunday thru Thursday of the week. This discount was implemented to stimulate the use of the facility and promote the growth of local arts organizations, this it has done with great success, presently there is little time between one event and the next. At this time, we wish to reexamine the scope of this special discount. The theater is now fifteen years old and O & M costs have begun to rise reflecting the age as well as the increased operating tempo of the last few years, during this same time period the rates have remained relatively unchanged. We propose reducing the special discount from the current 50% to 35% for non-profit groups Sun-Thur. This will still maintain the Heritage Theater and Festival Hall as the lowest cost facilities of their type in the community while beginning to offset higher O& M costs.

