



Cedar City

10 North Main Street • Cedar City, UT 84720
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www.cedarcity.org

CITY COUNCIL MEETING
OCTOBER 26, 2016
5:30 P.M.

Mayor

Maile L. Wilson

Council Members

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

City Manager

Paul Bittmenn

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

Consent Agenda

1. Approval of minutes dated October 5 & 12, 2016
2. Approval of bills dated October 21, 2016
3. Approve vicinity plan for Southridge Condominium Project at 595 South 75 East (Old Hospital property). Kit Wareham/Heideman, Bush & Gudgell
4. Approve bid from MGB&A in the amount of \$25,000 for the Leisure Services master plan study. Bryan Dangerfield
5. Approval of bid from Pioneer Floor for Festival Hall carpet. Jason Clark/Steve Decker
6. Approval of bid from Stout Construction, Inc. in the amount of \$227,960 for the South Tank floor replacement project. Jonathan Stathis

Action Agenda

7. Consider annual lease agreement with YETI, Inc. to operate an ice rink on City property. Bryan Dangerfield/YETI
8. Consider an ordinance amending the RAP Tax ordinance. Tyler Romeril
9. Consider list of prequalified contractors allowed to bid the Coal Creek Watershed Protection and Flood Prevention Project, Phase 3. Kit Wareham

Dated this 24th day of October, 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 24th day of October, 2016.

A handwritten signature in blue ink that reads "Renon Savage". The signature is written in a cursive style and is positioned above a horizontal line.

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 MINUTES
OCTOBER 5, 2016

The City Council held a meeting on Wednesday, October 5, 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 Paul Bittmenn; City Engineer Kit Wareham; City Attorney Tyler Romeril; City Recorder, Renon Savage; Finance Director Jason Norris; Police Lt. Keith Millett; Fire Chief Mike Phillips; Economic Development Director Danny Stewart; Leisure Services/Events Director Bryan Dangerfield; Public Works Director Ryan Marshall.

OTHERS PRESENT: Tom Jett, Melodie Jett, Matthew Harrington, Heidi Baxley, Corey Baumgartner, Evan Ludwig, Jane Romeril, Greg Romeril, Kohen Romeril, Brad Green, Heath Oveson, Merrit Bowden, Sara Johnson, Steve Johnson, Curtis Carter, Nate Beacham, Jeremy Dennison, Elijah Fox, James Chamberlain, Chris Dahlin, Janice Steffensen, Zurl Thornock, Andrew Losee

CALL TO ORDER: Pastor Jim Vasquez of Sunrise Christian Fellowship Church gave the invocation; the pledge was led by Scout Troop 643.

AGENDA ORDER APPROVAL: Mayor asked that item #6 be moved to the beginning. Councilmember Rowley moved to approve the agenda order with the noted change; second by Councilmember Isom; vote unanimous.

ADMINISTRATION AGENDA – MAYOR AND COUNCIL BUSINESS; STAFF COMMENTS: ■Rowley – the bridge is a beautiful piece of work formed in Ogden with steel through the entire thing. This is on Coal Creek Road and 1045 North. ■Rowley – I have been thinking about the parking structure, 4700 square feet, there are questions for suitability of carrying a load. I thought about making a place for Shakespeare village in the City. Carmel by the City with retail, cafes and lodging; Solvang built on a Danish theme Pipe Place public market which is smaller than the parking structure, it is a great place to hang out. They have little booths with 240 small mom & pop businesses, 70 restaurants/food; art work, toys collectible and toys, barbershops and hotel and theater. If Cedar City were to take on a theme it would be Shakespeare, if you can envision a place with lanes and shops it might be a wonderful thing. Slosberg, shops and restaurants with lodging above. There is a place behind Mozart's place. We could build a village on the parking structure with retail and restaurants with a Shakespeare village theme and tie it in with the festival. ■Isom – the Downtown committee is working tomorrow night and it is a public meeting. They do this thing in Ogden with public/private partnership, the City doesn't have funding. Rowley – we could lease the space to someone that wants to do it. Mayor – last week we had a reshewing of the Roger Brooks presentation, we tasked the Downtown committee to look at signage and then look at long term planning. Anyone is

invited to attend, 5:30 tomorrow in this room. ■Rowley – is there a way to get the Tour of Utah sign off the billboards? Danny Stewart – SUU Athletics Department has reserved the space and they will be changing that out soon. The one on the North will not be done until the sign is redone. ■Cozzens – what is your initial thoughts with the parking structure, would it hold the weight? Heath Oveson, Go Civil – it could be feasible, they design for weight of cars and weight of weather. Extra deadweight of buildings could be an issue. You would have to look close at the design. ■ Mayor - remember the Zombie Run. Also Saturday is Cedar City day at SUU, a number of employees will be involved in different activities during the game. They are playing UC Davis. Police and Fire will be competing. ■Update on Cemetery Building – Bryan Dangerfield, Director of Leisure Services - the Cemetery building we are excited about. The bottom will have the rock theme. The location is on the South entrance to the Cemetery. The existing building either needs to be remodeled or taken down. There will be a reception and waiting area, there will be a TV that will show dos and don'ts at the cemetery. It will be a nice place for cemetery patrons. Rowley – what type of flooring? Kit – they talked about ceramic tile. He showed samples of columbarium's. There is space on the west side of the cemetery building. Paul – staff talked about facing the columbarium with red sandstone. Rowley – are they metal boxes or stone? Bryan – I am not sure, but they are very secure. Rowley – I imagine that you buy the box and then you put your own stone on it. Mayor – we will look at what will fit with the design of everything else out there. We will have benches and an area for a flower. We are looking at the different options to see what will fit our area best. Rowley – work with the stone guys to make sure they can engrave on them. Mayor – you can have a plaque for them.

PUBLIC COMMENTS: ■Evan Ludwig – I am here to voice my wife's opinion and someone needs a pat on the back, whoever taking care of the hanging baskets, watering and taking care of them, they looked good all year. Whoever decides the type of flowers did a good job. Also, if you build one (columbarium) I hope you don't want to tax people to death. Rowley – no, people that have remains now have to buy an entire plot. Evan – I mean the Shakespeare thing. Rowley – no, it would be a contortion of people to do it. Evan – that is why we closed our restaurant. I liked Paul's comment, you got rid of some rules and regulation, get rid of more that we don't need. If someone would run for office and work the damdest to get rid of two laws for every one you passed. ■Matthew Harrington, citizen 3 years – come to express what is going on with covert surveillance since 2007. People watch me by satellite wherever I go to uses light energy to physically attack me. I had to go to the hospital because of dehydration and cost me over \$1,000, they are slowly killing me. I have contacted President Obama and the FBI and the only response I got that they will not investigate. Last week my friend was attacked by magnetic energy. I attended the SUU football game, there was monitoring going on and there was 50,000 people there. The surveillance is legal and has been going on since 2007. I was taken to the hospital for a psych evaluation. I have talked with to the Council 3 times and have not had a response. Please call the FBI. There are people in Cedar City being attached and sprayed with chemicals and attacked with light and energy. If anyone would like to talk to me see me after the meeting.

PUBLIC HEARING TO CONSIDER MODIFICATIONS TO THE CITY'S SIGN ORDINANCE. PAUL BITTMENN:

Paul – the sign ordinance has been in place for 8-10 years. There have been issues with enforcement that focus around smaller signs in the public right-of-way. It redefines snipe sign, sign on utility pole or in the right-of-way, a temporary sign, not meant to last. We proposed an amendment to the Planning Commission that if Code Enforcement saw the signs they would remove them and contact the owner and give the 7 days to get their sign if they did not dispose of it. There were questions with the Planning Commission and Mr. Rowley had another suggestion, leave the definition, if Code Enforcement or any designee sees the sign, treat it as litter, pick it up and throw it away and an infraction with a minimum of \$100 fine. There will be more with the larger signs. Rowley – may be cited, is that correct? Paul – yes. If I drove around town and set a pop bottle at every corner I am littering, if it falls over it becomes trash anyway. Mayor – the example is hot tubs. Rowley – the blind guy (window blinds) have them all over. We have concern if it is a community event and if they are set by permission of the property owner a foot behind sidewalk they can leave those, that is different than putting them on every corner. Paul – the property owner can police their own property. If there is an advertisement for a fun run, you could throw them away. The city would look only at the public right-of-way. Isom – there are provisions for special purpose signs, 5 days in advance. I know we have signs for the pumpkin festival, put on by Women in Business through the Chamber. Is there a provision for those or do they need to go through private property owners? Mayor – they have permission for Mayor's park. They get permission from the property owner, what if the code enforcement takes a sign that is on private property. Paul – 1 foot behind sidewalk, but there are places without sidewalk, so it is 1 foot behind the sidewalk width. The ones taped to the utility poles and on the interchange's.

Mayor Wilson opened the public hearing.

Brad Green – on this topic does there need to be consideration for political signs. Paul – currently in the ordinance there is a section that does not apply to political signs. But if you have to read the sign to see if it is complying you are discriminating on speech. If we want to get around that we need a way to not read the sign. This ordinance does not deal with what is on their sign, but the sign itself. Brad – there is a double standard with a political sign and private citizens.

Lt. Keith Millett – whatever is written we want it to be consistent so we don't have a specialty group that we fudge for, just consistent across the board. Cozzens – as far as yard sale signs, were do we go? Paul – we would grab them and throw them away. Mayor – the Dickey's BBQ signs a few years ago reminding of specials. If we give them the authority to take it down and a group says you are hurting our business? Rowley – that is a sad thing, but we only have about 3 groups doing it. Paul – with the businesses the Code Enforcement could remind them to have them 1 foot behind sidewalk. Millett – what about the signs the guys hold on the sidewalk? Rowley – that is not litter to me. Paul – snipe sign says it has to be fixed. I remember when we finished the sign at Main Street Park someone put up a sign over it with duct tape. Hartley – do we fine the people

with yard sales? Paul – the amendment allows them to fine, but they don't have to. Rowley – I would say if they continually offend.

Nate Beacham – does that apply to the flyers we find on our cars at Wal-Mart? Paul - no, that does not because they are not attached to public property. Mayor – that is also on private property.

Andy Lose – I am going to do some marketing and it is good to know about. I am a Brown Insurance guy. If I put signs that say “I am the Brown Insurance Guy” am I going to get in trouble? Paul – no. Mayor – as long as you comply with our ordinance. Paul – specify next week when voting which option you want.

The hearing was closed. Action.

PUBLIC HEARING TO CONSIDER A ZONE CHANGE FROM DOWNTOWN COMMERCIAL TO MIXED USE DEVELOPMENT ON PROPERTY LOCATED IN THE VICINITY OF 59 WEST CENTER STREET. CEDAR CITY WINERY, LLC/KIT WAREHAM:

Kit – this is a proposed zone change on Center Street. They are proposing from Downtown Commercial to MU for the winery. A winery is not allowed in downtown commercial, but is in mixed use (MU) and the general plan says it should be MU. Rowley – is it MU where they are now? Paul – it is in Central Commercial and it is allowed there also. Rowley – how far is the DT commercial? The frontage of Center and down Main Street and a portion of 200 North. Rowley – why don't we rezone more than a small piece? Paul – we don't rezone if the property owner does not ask for it. Mayor – at least people are doing things with the buildings. Tyler – last meeting there was a discussion on parking and they were making arrangements with an adjacent property.

Mayor Wilson opened the public hearing. There were no comments, the hearing closed.

REVIEW REVISED VICINITY PLAN FOR CRESCENT HILLS SUBDIVISION PHASE 1. KIT WAREHAM/GO CIVIL ENGINEERING:

Heath Oveson – this is behind GenPak on Cross Hollow Road. When we zone it before, we intended to put duplexes along the road. We had conversation with owner and he liked the option of a twin home instead of duplex so they can be sold each half. We have revised the vicinity plan for twin homes instead of duplexes. Consent.

CONSIDER FINAL PLAT APPROVAL FOR MOUNTAIN VISTA PHASE 1 PUD. TYLER ROMERIL/CARTER ENTERPRISES:

Curtis Carter – this is on 820 South and 25 West, behind Big-O Tire, approximately a block to the East. There are 12 acres, phase 1 would be approximately 3 acres adjacent to 820 South. Rowley – are we clear of the iffy soils? Kit – they are suspect soils, when it went to Planning Commission we recommended it be a PUD so we are not responsible for the damages with the soils. They are doing a PUD and peering and over excavating the property. Curtis – we are familiar with the soils. Rowley – are there issues to homes around there? Kit – just a few

lawsuits. Curtis – we are taking care of the issues with the soils and setting the buildings on piers and taking care of the water. They will be a minimum of 30 feet down. Rowley – do you have to over-ex on top of that? Curtis – the streets have to be. Kit – also the sidewalks, any flat work. There are places in this area that it can be as much as 10 feet. Consent.

**CONSIDER AN ORDINANCE AMENDING CEDAR CITY ORDINANCE
CHAPTER 23-9(P) RELATED TO RETAIL TOBACCO SPECIALTY**

BUSINESSES. PAUL BITTMENN: Paul – 9-12 months ago the prevention coalition came in and raised concern about retail tobacco specialty businesses asking that we don't want them in town. We also had comments from business owners saying we are the good guys (vape shops) that is an unsettled issue. About 6 months ago we put a moratorium on the businesses, we wanted to see if the legislature did anything. There were a few bills, one shifting the smoking age to 21, one to adjust where the revenues go and that didn't pass. What did pass was a concurrent resolution, proud of the Utah Clean Air Act. We didn't get much out of the legislature. The State regulates tobacco based on age, there are still regulations on sales, you can't sell single cigarettes. The state is keen on regulating the age limitations. The City's regulation tried to define the retail tobacco businesses as a business with 35% or more of their gross receipts on tobacco products, vape, tobacco and anything used to inhale and ingest into the body. We had some businesses come in and license under that provision and took a long time to find a spot to locate. They have to be 1,000 feet from schools, churches, parks, daycares, preschools, parks, and 600 feet from residential and agricultural uses. We have had some businesses that would not be approved in the ordinance, but we don't audit the sales. The proposed amendment is the determine if it is a business, the name of the business and how they advertise and what they dedicate the sales and floor space in the business. If tobacco is in the title or in the advertisement, we assume you are a specialty shop. There is a provision that they can bring in an audit from a certified public accountant stating the percentage. This does not apply to grocery stores, gas stations, etc. we are hoping this will capture more shops that were not captured in the old ordinance. There is a provision for grandfathering, if you find a location and open the doors and a daycare opens next door you will be grandfathered. Rowley – do you have an idea of the agriculture prohibition? Paul – I have no idea, we got it from the State. Renon and I have discussed that. If you want to strike that we can. Rowley – I have heard that there is a vape shop that the money goes in the pocket so it doesn't go through the till. If the owner has a reference to tobacco or vape upon licensing or renewing, we would treat him as a specialty shop. Rowley – the FDA has struck a deal that it will cost a million dollars for each flavor. The free market will stabilize on how well anyone's business does. Mr. Adams brought up about pink drug, we hear it is being sold in the vape shops. Can we regulate what they sell? Paul – cities had issues with spice and fake marijuana, the problem we run into is people make new stuff faster than we get on the books. Pink is an opium product, not regulated yet, it comes from overseas, but the State will regulate and prohibit it, but the State has the same issue we do. Rowley – do the officers check age limit? Keith – yes. Rowley – who will walk in and say you have 40% floor space? Paul – we would go off their advertising or naming or taking licensing and building into the building, on a lot of buildings we have square footage. Rowley – do we have anyone that does that? Mayor – we have the

coalition who could notify us, they do regular checks. Heidi Baxley – the Police Department does the compliance checks quarterly on the alcohol, the tobacco is through the Health Department. There was a store in St. George set up like a mom and pop dollar store and sold trinkets and vape products and was next to Dixie State University. Paul – do you want the agriculture provisions left in or taken out? Rowley – take it out. Mayor – we have been working with the coalition for a long time and we feel this is a model that will work. If they don't comply they don't get a business license. Rowley – what do we do with a parent whose child gets it and takes it to school? Tyler – you have to prove intent. Rowley – do we do that if they leave a pistol on the table? Tyler – there is not a law that prohibits a parent from having a legal product. Action.

EXECUTECH UPDATE: Paul – I handed you Executech's logs for August and September and a list of items they resolved, the resolved have a check mark by them. I crossed off the credit card reader and telephone (see Exhibit "A").

We started with the approximately August 1st. we are on a month to month agreement, they promised a full-time person in 90 days so by the end of October they should have someone here. They said they have hired and we should meet that person Friday. In their RFP they said they wanted to provide us with an emergency plan, 6, 12 and 18-month plan of what to expect and provide with training and those are things that have not happened.

They have updated our systems on antivirus, evaluated the servers and are in the midst of trying to get all of the city systems on one server and tie the buildings together. As of today they have facilitated the off-site back up for finance and document storage system. The systems not backed up off-site are being backed up onsite. Cozzens – when did that start? Paul – yesterday or today. The onsite they have done as they evaluate the servers. Rowley – how much is catch up on what hadn't happened.

Paul - They spent time in library on their filtering system, that is ongoing, not complete. Cozzens – the previous company had also been working on those. Paul – they set up some new computer systems. They have a test product for Wi-Fi in this building and then we will try it in other buildings separate than staff Wi-Fi, they will have bands separate from each other. They rebuilt Fire Department director, worked with the Aquatic Center and ticketing system at the Theatre and earlier this week rolled out an automated system to report a complaint and get feedback and track. Trevor will have access anytime he wants and produce a quarterly report so we can look at it when Jason submits 75 complaints per week we can talk to him.

Mayor – some of our systems that public works work order systems. Paul – the Public Works work order system is not really a system and is not supported and cannot print. Mayor – there have been some good things. Paul – when they came down they expressed an initial thrust of inventory and what they got hit with is staff hitting them with needs and we had computer and locked out of email because of passwords. They spent time putting out fires and not planning. We do have issues where there is a fiscal impact if it is new piece of software or centralized server, we are trying to get a handle on what they

will be and run them through the budget so you can decide if we want software or server or a new piece of equipment. Rowley – a big enough server will have to have refrigeration. Paul – we don't think we will have to do that, but have it in a basement that is cement and cool. Rowley – is the police stuff secure back up off-site? Paul – on site back up. Keith Millett – yes it is secured and everyone has separate passwords to get into the system. The FBI requires certain criteria. Rowley – are we there? Keith – we are not quite there, but we are headed that way. Mayor – the Police server is separate and managed by another server. Mayor – we have talked about the broadcasting with this, skype for business and the broadcasting should happen with the Office 365, they know it is something to be fixed. Paul – the phones won't be until November. Paul – we have had communication issues, they would come down and get hit with other things and not get what they came down for. Also, the feedback has not been very good. We hope the electronic ticketing will make it better.

Cozzens – some feedback I have is that people didn't know how much the previous company did. Paul – the backup used to be on tape and was stored in the vault. We then switched over to onsite electronic and some off-site provided by Mountain West for a few years.

DISCUSS CONTINUATION OF 15% REDUCTION IN IMPACT FEES. PAUL BITTMENN: Paul – impact fees were imposed as a method of offsetting the costs of growth. We had an impact study 20+ years ago, we had an update around 2006 and it said the cost of what you want to install has gone up and the fees were raised, people weren't happy. We did another study in 2011 and they said we could lower a little. It looks at the facilities and what we need and costs are analyzed. We adopted the fees justified by the study and then we reduced them for 15% and we said we would sunset for a year, then we said we will bump it another few years. It comes up again in November. So the question is, do you want to continue with the reduction or bump them up. Rowley – the President says things are better, but I have not seen that yet. Cozzens – with large buildings we may need another fire equipment, large engines, public safety. We can fund it with another source. Adams – I say we stick with it. I am game for another 2 years, the market is not what people are saying. Rowley – that translates to the home buyer. I don't want us to go broke, but I don't want an undue burden. Isom – I agree with what Ron said. I attended a meeting with Iron County Homebuilders Association, we are on a nice projector, but values are not back up to 2008 amounts. I agree, but I don't know, I would like to go 1 year. Cozzens – our economy benefits from the homebuilders. I think it is a great thing we did in reducing the fees.

Zurl Thornock, Executive Office with ICHBA – they are concerned about the impact fees. We would like you to consider continuing the impact fees as they are now. We have seen some growth, but the market value of homes makes it difficult for people to get loans. The cost to build a new home is 10% more than the market value. With increased cost of labor, material has gone up, but income levels have not gone up. There is a need for housing, a shortage of used housing, but difficulty getting appraisals. We would like you to consider that.

Chris Dahlan – I am an appraiser. In the last 12 months through a realtor we have sold \$94,000,000 in housing in Cedar City, that is a significant amount. The break down, below \$225,000 it was \$60,000,000 in housing, above is \$34,000,000, 79% of the buyers were below \$225,000. If we start messing around, we will lose a portion of the 79%. This afternoon I was headed to St. George and the buyers were concerned about a roof. They ended up buying in St. George because the value would not come in in Cedar City. They didn't care about the \$400,000 home, but they didn't have \$70,000 down, but put \$40,000 down in St. George. Below \$225,000 they come in the same. People wanting a \$300,000 or higher, we have higher price lots, past discounting that took place and anything over \$300,000 can be in construction costs, not land. The buyer has to put more than \$30,000 down. Below \$250,000 the appraisals come in, but the higher values don't come in so we lose that buyer. Any dollar that can be saved helps the buyer.

Ben Batty – I was doing research about medium house price, in 2012 the average price of home was \$136,000 and recently it is \$169,000. My thought was it doesn't matter if I am building a \$300,000 home if you give a 15% reduction in impact fees, it doesn't impact me, but with the medium income and houses being sold that is where it makes a difference, the people that live and work here.

Adams – I was talking with Drew Jackson today, we need to point out that the permitting process, the dollar volume of building permits will have a big spike in in, the dollar volume is dropping off, we had a big structure that went into the permitting process. There is not a decline. Cozzens – we had Griffols, SWATC, etc. Isom – we are all agreeing on the 15%. My concern is I don't know if I want to lock us in. after the election we don't know what will happen with the economy. Paul – we can draw up an ordinance to continue and you can put in the time frame. Mayor – if we say 12 months we can revisit.

Zurl Thornock – there was discussion on the current level of impact fee funds. It would be nice to have an update on the balances of the funds. There is a requirement the funds be used within a certain amount of time.

ADJOURN: Councilmember Rowley moved to adjourn at 7:30 p.m.; second by Councilmember Isom; vote unanimous.

Renon Savage, MMC
City Recorder



Client Time Report August 2016

Cedar City

Devereaux, Blake	5.50	Aug 31, 2016	Setup antivirus on police department machines, completed roughly 40 machines through out the weeks time. Setup Tyler Romeril PC as requested. Researched best method to remove Trend micro which is on administration computers. Also setup printing capabilities to multiple computers throughout the office.
Nokes, Chris	0.25	Aug 23, 2016	-Review of outstanding items and network maintenance
Redden, Spencer	2.25	Aug 1, 2016	Fixed domain account for engineering. Worked on issues with Steve's PC at the library.
Redden, Spencer	8.75	Aug 3, 2016	Resolved file permission issues (file access) at fire station. Added the rest of the domain user accounts. Met with Trevor on pending IT issues. Transferred old email over to new computer for the police chief. Met with steve at library on pending IT issues.
Redden, Spencer	8.00	Aug 4, 2016	Set up and fixed email account for shared calendar at PD. Network discovery and installed remote access on Library Servers. Network discovery and installed remote access on server and the Aquatics center. Troubleshooting credit card swipe issues at aquatics center.
Redden, Spencer	0.75	Aug 5, 2016	Set up email alias for the City manager and fixed shared calendar issue.
Redden, Spencer	1.00	Aug 8, 2016	Configured the new credit card reader at the Aquatics center.
Redden, Spencer	1.00	Aug 9, 2016	Troubleshooted drive access for Danny Stewart. Reset password on office 365.
Redden, Spencer	0.25	Aug 12, 2016	Worked with LOC and Trevor on a ip for a new printer.
Redden, Spencer	9.00	Aug 16, 2016	Went to library on camera and website issue. Worked on setting up Council PC. Met with Trevor on pending IT issues. Fixed issues with the old Spillman Server. Fixed issues with CC server.
Redden, Spencer	8.00	Aug 17, 2016	Troubleshooting issues with antenna at north well. Worked on Council PC. connected monitor at PD. setup email for PD user. Reset email password in admin office. Met with wendy on new server and Caselle.
Redden, Spencer	1.00	Aug 23, 2016	Worked on list of it issues and sent out an email to all the department heads
Redden, Spencer	4.00	Aug 25, 2016	Setup new email user. Worked on issues with the CCserver and PW server.
Redden, Spencer	2.00	Aug 26, 2016	Maintenance on city manager s PC. Continued to work on CCserver.
Redden, Spencer	7.75	Aug 31, 2016	Worked on audio issues on council room PC. Assisted Blake install antivirus on laptops at PD. Networks analysis at city hall and looked at issues with backups both for domain and caselle server.
Robbins, Tyler	0.75	Aug 19, 2016	Dispatch: Cleaned up space on Paul's computer as it was full and he could not received scanned documents or updated email.
	60.25		



Client Time Report September 2016

Redden, Spencer	2.00	Sep 6, 2016	Troubleshooted issues with printer at aquatic center. Maintenance, updates and fixed issues with outlook on Jen's PC
Redden, Spencer	0.75	Sep 12, 2016	Assisted wendy with report issues with Spencer – Installed switch at aquatic center for connectivity, tested
Redden, Spencer	5.00	Sep 14, 2016	printers, met with Steve at the library concerning pending issues, mandatory updates, installed Dpack, network inventory. Met with Trevor concerning pending IT tasks, installed and configured antenna on North tank, installed new antenna on public
Redden, Spencer	8.50	Sep 15, 2016	works building, met with city hall employees concerning possible IT needs, investigated camera failure at the airport, worked on getting a replacement battery for camera system. Reconfigured and tested the sportsman internet portal on the
Redden, Spencer	6.50	Sep 16, 2016	server, met with Chris to update pending IT items, worked with Rinon concerning a scanning issue, met with Randall concerning Sire software, helped Tyler with 365 issue, contact group issue with Barbara.
Redden, Spencer	3.00	Sep 19, 2016	Worked on issues with active directory and user connectivity. Server updates on Scan server and CC server.
Redden, Spencer	1.50	Sep 20, 2016	Assisted Barbra with Email issue. Worked on Public works server/ updates and Installed Dell software. Met with Trevor and the City Manager. Reset the City Managers
Redden, Spencer	9.25	Sep 27, 2016	Email password. Assisted Trevor remove sector antenna from Becon hill and mount new antenna in its place. Mounted sector antenna on north tank. Reset email passwords for finance and police department. Fixed Microsoft word issue on PC at admin. looked into
Redden, Spencer	7.50	Sep 28, 2016	desktop issue at aquatic center. Worked on issues with web filtering hardware at library. Reset Coty's email. Reset and configured Lori's email at PD. Installed symantec on sgt laptop at PD. Set up email/symantec on 2 surface tablets at public works.
Redden, Spencer	6.00	Sep 29, 2016	Installed antivirus on PC's at Wastewater treatment plant. Installed office on peters PC. Moved server into storage room. Installed Email and office on surface table at public works. Installed Antivirus on 3 laptops at Police Department. Reset 5 users emails passwords.
Redden, Spencer	0.50	Sep 30, 2016	2 calls to have emails reset
	141.50		
Cedar City Summary	141.50		



Client Time Report September 2016

Cedar City

Comte, Scott	2.00	Sep 14, 2016	– Met with Steve concerning pending technical issues, installed Symantec, and screen connect on computers at library. Met with Trevor concerning pending IT tasks, assisted Jen at the aquatics center concerning her outlook, met with Chris about potential IT needs, added screen connect to the rec server, worked on moving sportsman internet portal from front desk 3 to rec server, investigated camera failure at the airport, assisted Robbie and Mr Glover at public works with one drive and email filters. Reconfigured and tested the sportsman internet portal on the server, met with Chris to update pending IT items, fixed outlook issue for Jen, installed Symantec and screen connect on the recreation director's computer and informed him of the lack of space on his hard drive which is subsequently slowing his computer down. I helped Tyler with an Outlook issue, I added Randall to the domain and transferred his profile to the domain, I helped Barbara removed broken power box to CCTV at airport, installed new power box to CCTV, troubleshot cameras. Setup antivirus on police department machines, completed roughly 40 machines through out the weeks time. Setup Tyler Romeril PC as requested. Researched best method to remove Trend micro which is on administration computers. Also setup printing capabilities to multiple computers throughout the office.
Comte, Scott	10.50	Sep 15, 2016	Setup antivirus on police department machines, completed roughly 40 machines through out the weeks time. Setup Tyler Romeril PC as requested. Researched best method to remove Trend micro which is on administration computers. Also setup printing capabilities to multiple computers throughout the office.
Comte, Scott	6.50	Sep 16, 2016	Setup antivirus on police department machines, completed roughly 40 machines through out the weeks time. Setup Tyler Romeril PC as requested. Researched best method to remove Trend micro which is on administration computers. Also setup printing capabilities to multiple computers throughout the office.
Comte, Scott	2.00	Sep 23, 2016	I had a phone call with Paul about his issues and concerns. I helped Paul fix his Outlook outbox issue. I also spoke with the Mayor's assistant about the Mayor's calendar issues.
Devereaux, Blake	8.00	Sep 1, 2016	
Devereaux, Blake	5.50	Sep 2, 2016	
Gesullo, Jason	1.00	Sep 21, 2016	



Client Time Report September 2016

Gesullo, Jason	8.00	Sep 27, 2016	Waste Water Treatment Plant - 1hr I worked on Darryl's GOS server issue. I worked on troubleshooting the wifi no internet issue. I verified that the microscope in the lab is working. I tried uninstalling Trend Micro Security but need to find the admin password. I helped Pete with an outlook Spam issue. Public Works - 3.5 hrs I reset the following O365 passwords; Ryan, Jeff, Bart, Doug and Joann. I setup One Drive for Kathy and Ryan and showed both of them how to use it. I checked out Bart's computer and verified that it needs to be replaced. I troubleshoot Kathy's printing error with the work order program. It doesn't appear to work with Access 2016. She wants a recommendation on a new piece of software. I fixed Troy's network connection issues on his computer. Sean Glover was complaining about Bluestakes emails in the PublicWorks email moving to the deleted items bin by themselves. I did some digging and Lawrence has this email account on his phone and he has been deleting the emails. When he deletes them they move to the deleted items bin and this is what Sean is seeing. I setup Skype for Business for Sean. I reloaded Rob's email on his tablet and helped him setup Skype for Business. Aquatics Center- 3.5 hrs I worked on the email settings on Sportsman (Still testing). I fixed the picture share permissions for Sportsman. I reset Chris's server password. I talked with Chris about all of the pending IT items for the Aquatics Center and what he needs done right away. I created an admin user in Sportsman for Executech. Resolved issues with Danny and Cameron's iMacs Fixed Barbara's outlook issue Worked with Mayor Wilson outlook issue - she said it was resolved went to airport and troubleshoot Jeremy's outlook and reset the password. Troubleshoot and set recommended settings on DVR. Spoke with Jeremy about it and he is fine leaving it as is. Installing MS office on Lauren's computer after discovering what version they purchased. Troubleshoot issues with TLC software. Emailed their support back and forth. Installed symantec on multiple workstations after uninstalling the older versions. Troubleshooting schedule and printer after uninstalling AV on the main computer. Fixed login problems on 2 workstations in the labs. Troubleshooting printing issues in lab. Uninstalled Trend and installed SEP on multiple workstations, moved server and UPS to the server room. Set switch and tagged ports after the move. Migrated computer files for Bart L to an upgraded computer and put his computer on the domain and installed office 365 and setup email. Installed AV in cop car -Addressed issues with Fire station Door system programming - Resolved issues with theater ticket printing system -Reviewed outstanding / upcoming todo items with Trevor, Paul, Mayor Wilson and staff.
Miles, Kent	8.25	Sep 27, 2016	Worked on connectivity for Firestation doors controller
Miles, Kent	7.25	Sep 28, 2016	-Addressed issues with fire station door controls
Miles, Kent	7.75	Sep 29, 2016	Department Head meeting. Worked with Trevor on network switch implementation at Aquatics center. Fixed issues with Fire Chiefs PC. Setup backup, maintenance and updates on Pubic works server.
Nokes, Chris	10.00	Sep 27, 2016	Maintenance and backup check on Scada server3 located at public works. checked with library on some pending issues. Fixed issues with city managers PC.
Nokes, Chris	1.00	Sep 28, 2016	
Nokes, Chris	1.00	Sep 30, 2016	
Redden, Spencer	8.25	Sep 1, 2016	
Redden, Spencer	4.00	Sep 2, 2016	

Outstanding Issues - 9-27-16 Visit

- ☑ Resolved issues with ticket printers at Heritage Theater
- ☑ Resolved issues with Danny and Cameron's iMacs
- ☑ Fixed Barbara's outlook issue
- ☑ Worked with Mayor Wilson outlook issue - she said it was resolved
- ☑ went to airport and troubleshot Jeremy's outlook and reset the password.
- ☑ Troubleshot and set recommended settings on DVR. Spoke with Jeremy about it and he is fine leaving it as is.

Waste Water Treatment Plant

- ☑ -Darryl cannot connect to the local engineering GIS maps share on the server (Possibly due to VLAN)
- ☑ -When connecting to WIFI there is no internet access
- ☑ -Need to move Scada Backup server from under desk to wiring closet (this can be done anytime)
- ☑ -Checked on Microscope and it was working
- ☑ -All the Computers need Trend Micro AV uninstalled (uninstall password is wastewater) and SEP and Screen Connect installed
- ☑ -Pete is having a lot of email going to junk that should not be. I showed him how to add a safe sender. Need to look at the Junk/Spam threshold on O365

Public Works

- ☑ -I reset Ryan's O365 password
- ☑ -I reset Jeff's O365 password
- ☑ -I reset Bart's O365 password
- ☑ -I reset Doug's O365 password
- ☑ -I reset Joann's O365 password and cleared some old emails from an Archive outbox
- ☑ -I setup One Drive for Kathy and Ryan and showed both of them how to use it
- ☑ -Bart needs a new computer ASAP. He has an old Windows XP machine.
- ☑ -Kathy needs a new work order program. The current program is old and the printing function does not appear to work with Access 2016. It broke when Office 2016 was installed.
- ☑ -Troy was having issues connecting to the F drive and RTA Fleet management and his NIC icon had a warning icon. I turned off power management on the NIC and the issues appear to have disappeared.
- ☑ -The AP in the garage area is old and locks up often. I had them blow all the dust out but we need to replace it and mount in correctly on the ceiling.
- ☑ -Sean Glover was complaining about Bluestakes emails in the PublicWorks email moving to the deleted items bin by themselves. I did some digging and Lawrence has this email account on his phone and he has been deleting the emails. When he deletes them they move to the deleted items bin and this is what Sean is seeing.
- ☑ -I setup Skype for Business for Sean.
- ☑ -I reloaded Rob's email on his tablet and helped him setup Skype for Business.
- ☑ -Skyler needs O365 loaded on 3 Surface tablets. 2 need to be linked to publicworks@cedarcity and the other to Randy's email (See Skyler or Lawrence)

- Everyone at PW is having intermittent internet issues. Let's both Armor and ping plotter running on the server so we can look for any internet outage trending.

Aquatics Center

- I worked on the email settings on Sportsman (Still testing. Possibly use smtp relay on server to send the email)
- I fixed the picture share permissions for Sportsman
- I reset Chris's server password.
- Chris needs to change his server password and enter it to connect to the picture share from his computer.
- Computer 3 at the front desk needs upgraded from XP to Windows 7
- Computer in Aquatics office is dead. Spencer tested and confirmed this.
- Need remote access to the server for Chris (RDP port forward or ScreenConnect)
- Hooked up Ethernet in the concession area
- Check on slow printing for laser printer
- Chris would like a timeline and plan for wifi in the whole building. Need 3 SSIDs. Private, Guest and Swim Meet Computer access with managed bandwidth. Currently only have 1 g AP.
- Chris would like a spare credit card reader for the front desks in case one goes down
- Chris would like a timeline for VPN access/direct access to the city building network
- Chris would like a timeline and plan for the new phones
- Would like to look at replacing Sportsman with Innosoft Fusion but will need an app or widget for payment
- I created an admin user in Sportsman for Executech (EXECUTECH/@dm...) **there is no h on the end of the username**
- Larry Olds needs his O365 password reset. Call his cell 435-590-3368. He should be in for the meeting on Thursday. (Called Him and left message)
- Reset the server user Front's password (front/p@ssw0rd)
- Server RDP is 92.168.1.5:3393 see PWD sheet for password

COUNCIL MINUTES
OCTOBER 12, 2016

The City Council held a meeting on Wednesday, October 12, 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 Paul Bittmenn; City Engineer Kit Wareham; City Attorney Tyler Romeril; City Recorder, Renon Savage; Finance Director Jason Norris; Police Chief Darin Adams; Police Lieutenant Keith Millett; Fire Chief Mike Phillips; Economic Development Director Danny Stewart; Public Works Director Ryan Marshall; Leisure Services/Events Director Bryan Dangerfield; Firefighter Russell Brunson; Executive Assistant Kathy Dahl; Police Sergeant Clint Pollock.

OTHERS PRESENT: Heidi Baxley, Tony Dinges, Kyllass Flanagan, Jeremiah Davis, Kevin Davis, Alicia Zufelt, Arlo Fawson, Tom Jett, Drake Lewis, Dyllan Adair, Adrian Udabe, Megan Boxwell, Joseph Fife, Trent Durbin, Justin Sommers, Joe Hailstone, Kyle Allen, Chandler Reid, Grady Marshall, Kelsey Keener.

CALL TO ORDER: Pastor Baden of Light of the Valley Church gave the invocation; the pledge was led by Lieutenant Keith Millett.

AGENDA ORDER APPROVAL: Mayor item #2 is approval of bills, not minutes. Councilmember Isom moved to approve the agenda order with the noted change; second by Councilmember Adams; vote unanimous.

ADMINISTRATION AGENDA – MAYOR AND COUNCIL BUSINESS; STAFF COMMENTS: ■Rowley – I noticed the north entry sign is being worked on. ■Rowley - thank you to Mr. Jett for providing dinner to the Fire Department, both full time and volunteers last night. ■ Employee of the Month, Russell Brunson. EAC: Kathy Dahl - Russell is a valuable employee with many talents and skills that are of great benefit to the Fire Department. He has been instrumental in updating the department SOPs and creating other policies. Russ is often assigned the task of writing news releases and articles for and about the department, which he does very well. He is very pleasant to work with and always comes to work with a great attitude and a smile on his face. He is also willing to take on any task needed to be done and do it in a timely manner. He enjoys spending time with his family, camping, hunting and riding ATV;s any chance he gets. Russ is a dedicated husband and father as well as an awesome fire fighter and employee. ■ Swear-in Clint Pollock as Police Sergeant: Chief Adams – with the movement within the department we needed to promote a sergeant. We have 4 competent individuals apply. Clint Pollock was chosen to be promoted. He has done a lot for the department and the community, especially in DUI and Alcohol enforcement.

Renon administered the oath of office to Sergeant Clint Pollock.

Clint introduced his family – my wife LaChell, son Dustin, Harley, Grandma Anna Grandpa Stan, niece, son Kaden, nephews, mom Jolene, sister Atlana, and father Clint Pollock.

Chief – we started today Beards to Battle Cancer and they officers have been allowed to buy a ticket to grow beards for Breast Cancer Awareness month. Also, at the SUU game last week, we had a friendly competition Police vs. Fire, it was close, we squeaked by.

■ Bryan Dangerfield – thank you to the Zombie’s for their participation in the Zombie Apocalypse run, they were enthusiastic, 30 Zombies who showed up at 6:00 a.m. to get their makeup done by Evans Hairstyling College; we also had 48 runners, we hope it is something that will continue to grow. Mayor – and thank you to Bryan and volunteers for painting in the tunnel.

PUBLIC COMMENTS: ■ There were no comments.

CONSENT AGENDA: (1) APPROVAL OF MINUTES DATED SEPTEMBER 21 & 28, 2016; (2) APPROVAL OF BILLS DATED OCTOBER 7, 2016; (3) APPROVE REVISED VICINITY PLAN FOR CRESCENT HILLS SUBDIVISION PHASE 1. KIT WAREHAM/GO CIVIL ENGINEERING; (4) APPROVE FINAL PLAT APPROVAL FOR MOUNTAIN VISTA PHASE 1 PUD. TYLER ROMERIL/CARTER ENTERPRISES: Councilmember Rowley moved to approve the consent agenda items 1 through 4 as stated above; second by Councilmember Hartley; vote unanimous.

CONSIDER AN ORDINANCE CHANGING THE ZONE FROM DOWNTOWN COMMERCIAL TO MIXED USE DEVELOPMENT ON PROPERTY LOCATED IN THE VICINITY OF 59 WEST CENTER STREET. CEDAR CITY WINERY, LLC/KIT WAREHAM: Kit – this is on Center Street across from the Pizzeria. Nothing has changed.

Councilmember Rowley moved to approve the ordinance changing the zone from DT Commercial to MU on property located at 59 W. Center; second by Councilmember Hartley; roll call vote as follows:

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

CONSIDER AN ORDINANCE AMENDING CEDAR CITY ORDINANCE CHAPTER 23-9(P) RELATED TO RETAIL TOBACCO SPECIALTY BUSINESSES. PAUL BITTMENN: Paul – the copy in the packet fixed the typo and there was a separation of 600 from agriculture use or zone and that has been taken out.

Councilmember Rowley moved to approve the amending Chapter 23-9(P) related to retail tobacco specialty businesses as modified; second by Councilmember Isom; roll call vote as follows:

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

CONSIDER AN ORDINANCE MODIFYING THE CITY'S SIGN ORDINANCE.

PAUL BITTMENN: Paul – you had option 1 and 2, two was the litter option, snipe signs would be litter and thrown away and a repeat offender could be cited. The Police Department would work with people. Option 1 is to notify the owner and allow them to get their sign. Mayor – option 2 is exhibit #3.

Councilmember Rowley moved to approve option #2 the ordinance modifying the City's sign ordinance; 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 AN ORDINANCE FOR THE CONTINUATION OF 15%

REDUCTION IN IMPACT FEES. PAUL BITTMENN: Tyler – in the proposed ordinance, based on the conversation last week I left the year that it expires blank. We need to agree on a year it expires.

Mayor – based on some additional conversations, it would be nice if it could expire in a year and revisit when we know what the economy will do.

Councilmember Cozzens moved to approve the ordinance to continue the 15% reduction of impact fees for one year; second by Councilmember Hartley; roll call vote as follows:

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

ADJOURN: Councilmember Rowley moved to adjourn at 5:50 p.m.; second by Councilmember Cozzens; vote unanimous.

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
4WALL ENTERTAINMENT					
L75273	CC HERITAGE - LAMPS	08/25/2016	10-92-262 BUILDING & GROUND MAINTENANCE	412.00	
Total 4WALL ENTERTAINMENT:				412.00	
ALDER CONSTRUCTION					
028	CCC - WWTP NITRATE REMOVAL	10/10/2016	53-56-730 CAP OUTLAY-IMPROVEMENTS	22,000.00	
Total ALDER CONSTRUCTION:				22,000.00	
ALLSTAR FIRE EQUIPMENT					
193306	CCFD - WILDLAND BOOTS	09/30/2016	10-73-950 STATE GRANT-WILDLAND FIRE	5,060.00	
193306	CCFD - WILDLAND BOOTS	09/30/2016	10-73-452 PROTECTIVE CLOTHING	880.00	
Total ALLSTAR FIRE EQUIPMENT:				5,940.00	
ALSCO - AMERICAN LINEN SUPPLY					
LSTG716029	005510 - UNIFORM SERVICES	10/07/2016	53-56-451 UNIFORM SERVICE	20.89	
LSTG717112	005510 - UNIFORM SERVICES	10/14/2016	53-56-451 UNIFORM SERVICE	22.51	
Total ALSCO - AMERICAN LINEN SUPPLY:				43.40	
ASHDOWN BROTHERS CONSTRUCTION					
3977	CED01-ASPHALT	10/06/2016	10-79-263 MAINTENANCE-STREETS	2,678.00	
3977	CED01-ASPHALT	10/06/2016	10-79-269 MAINTENANCE-CHIP SEALING	1,913.74	
3990	CED01-ASPHALT	10/11/2016	51-40-255 WATER SYSTEM MAINTENANCE	1,504.83	
3996	CED01-ASPHALT	10/12/2016	51-40-255 WATER SYSTEM MAINTENANCE	2,253.13	
4018	CED01-ASPHALT	10/18/2016	51-40-255 WATER SYSTEM MAINTENANCE	1,560.45	
Total ASHDOWN BROTHERS CONSTRUCTION:				9,910.15	
ASPHALT SYSTEMS INC.					
29831	CCC - GSB 88 FLUSH OIL	09/30/2016	10-79-269 MAINTENANCE-CHIP SEALING	11,065.40	
Total ASPHALT SYSTEMS INC.:				11,065.40	
BAKER & TAYLOR					
4011717460	415754 L102673 4-BOOKS	09/23/2016	10-87-481 BOOKS-GENERAL COLLECTION	142.62	
4011717460	415754 L102673 4-BOOKS	09/23/2016	10-87-482 BOOKS-YOUNG ADULT	66.54	
4011720052	415754 L102673 4-BOOKS	09/27/2016	10-87-481 BOOKS-GENERAL COLLECTION	50.23	
4011720052	415754 L102673 4-BOOKS	09/27/2016	10-87-482 BOOKS-YOUNG ADULT	11.99	
4011720052	415754 L102673 4-BOOKS	09/27/2016	10-87-483 BOOKS-CHILDREN	23.98	
4011722410	415754 L102673 4-BOOKS	09/30/2016	10-87-481 BOOKS-GENERAL COLLECTION	349.10	
Total BAKER & TAYLOR:				644.46	
BARNEY BROS. ELECT. INC.					
8261	CC WWTP - LIFT STN REPAIR	09/27/2016	52-55-290 SEWER LINE MAINTENANCE	1,578.56	
Total BARNEY BROS. ELECT. INC.:				1,578.56	
BATT, RICHARD					
1825	CCC - DJ HALF MARATHON FINISH	10/11/2016	10-85-223 RUNNERS SERIES	787.57	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total BATT, RICHARD:				787.57	
BETTRIDGE DISTRIBUTING, KEN					
0604996	00844- AIRPORT RED DIESEL	09/21/2016	24-40-251 GAS & OIL	617.52	
Total BETTRIDGE DISTRIBUTING, KEN:				617.52	
BLUE STAKES OF UTAH					
UT201603287	CEDARC-BLUE STAKING	09/30/2016	51-40-255 WATER SYSTEM MAINTENANCE	246.86	
Total BLUE STAKES OF UTAH:				246.86	
BURNER FIRE CONTROL, INC					
103839	CCFD - 60 GALLON ENERGY CAFS	09/30/2016	10-73-741 CAP OUTLAY-VEHICLES	10,909.00	
Total BURNER FIRE CONTROL, INC:				10,909.00	
CEDAR VALLEY COMMUNITY THEATER					
RAP TX 16/17 #1	RAP TAX 16/17 #1 DISTRIBUTION	10/11/2016	29-40-100 DISTRIBUTIONS TO ARTS	5,000.00	
Total CEDAR VALLEY COMMUNITY THEATER:				5,000.00	
CENGAGE LEARNING INC					
59054856	170454 - LBRY BOOKS	09/21/2016	10-87-481 BOOKS-GENERAL COLLECTION	128.75	
59055111	170454 - LBRY BOOKS	09/21/2016	10-87-481 BOOKS-GENERAL COLLECTION	80.96	
59068787	170454 - LBRY BOOKS	09/22/2016	10-87-481 BOOKS-GENERAL COLLECTION	19.46	
59068834	170454 - LBRY BOOKS	09/22/2016	10-87-481 BOOKS-GENERAL COLLECTION	38.92	
Total CENGAGE LEARNING INC:				268.09	
CENTURY LINK					
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	10-41-280 TELEPHONE	110.08	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	10-42-280 TELEPHONE	25.63	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	10-44-280 TELEPHONE	32.65	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	10-60-280 TELEPHONE	19.59	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	10-70-280 TELEPHONE	335.24	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	10-73-280 TELEPHONE	183.77	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	10-75-280 TELEPHONE	39.18	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	10-76-280 TELEPHONE	90.84	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	10-77-280 TELEPHONE	25.63	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	10-78-280 TELEPHONE	25.63	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	10-79-280 TELEPHONE	25.63	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	10-81-280 TELEPHONE	70.90	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	10-83-280 TELEPHONE	25.63	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	10-84-280 TELEPHONE	102.51	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	10-87-280 TELEPHONE	102.51	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	10-90-280 TELEPHONE	25.63	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	10-92-280 TELEPHONE	109.59	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	20-40-280 TELEPHONE	153.77	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	22-40-280 TELEPHONE	25.63	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	24-40-280 TELEPHONE	128.14	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	28-40-280 TELEPHONE	213.77	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	51-40-280 TELEPHONE	128.14	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	52-55-280 TELEPHONE	179.40	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	53-56-280 TELEPHONE	128.14	
OCT 2016	O-435-111-6279 457M - OCT 2016	10/07/2016	56-41-280 TELEPHONE	51.25	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total CENTURY LINK:				2,358.88	
COLOR COUNTRY DIESEL					
219373	252- SENSOR	09/23/2016	10-78-930 INVENTORY	631.69	
Total COLOR COUNTRY DIESEL:				631.69	
COMLOGIC					
1314529	CCC - FIREWALL & USER LICENSE	10/03/2016	20-40-480 SPECIAL DEPARTMENT SUPPLIES	72.00	
1314529	CCC - FIREWALL & USER LICENSE	10/03/2016	10-73-240 OFFICE SUPPLIES & EXPENSE	72.00	
1314529	CCC - FIREWALL & USER LICENSE	10/03/2016	10-78-240 OFFICE SUPPLIES & EXPENSE	36.00	
1314529	CCC - FIREWALL & USER LICENSE	10/03/2016	10-41-240 OFFICE SUPPLIES & EXPENSE	36.00	
1314529	CCC - FIREWALL & USER LICENSE	10/03/2016	10-83-270 UTILITIES-PARKS & CEMETERY	36.00	
1314529	CCC - FIREWALL & USER LICENSE	10/03/2016	52-55-740 CAP OUTLAY-EQUIPMENT	36.00	
1314529	CCC - FIREWALL & USER LICENSE	10/03/2016	51-40-730 CAP OUTLAY-IMPROVEMENTS	36.00	
1314529	CCC - FIREWALL & USER LICENSE	10/03/2016	53-56-240 OFFICE SUPPLIES & EXPENSE	36.00	
Total COMLOGIC:				360.00	
DANVILLE SERVICES OF UTAH, LLC					
20051	CLEAN UP-WEST SIDE PARKING LOT	09/30/2016	56-40-262 BUILDING & GROUND MAINTENANCE	48.00	
20052	CCC - PARKING GARAGE CLEANING	09/30/2016	10-42-262 BUILDING & GROUND MAINTENANCE	48.00	
20053	CC LBRY - CLEANING GROUNDS	09/30/2016	10-87-262 BUILDING & GROUND MAINTENANCE	36.00	
20054	CCC - LAWN MAINT	09/30/2016	10-42-262 BUILDING & GROUND MAINTENANCE	48.00	
20059	CC AIRPORT - LAWN CARE	09/30/2016	24-40-262 BUILDING & GROUND MAINTENANCE	72.00	
20060	CC AIRPORT - WEEDS	09/30/2016	24-40-262 BUILDING & GROUND MAINTENANCE	24.00	
Total DANVILLE SERVICES OF UTAH, LLC:				276.00	
DEL RAY BENSON					
17314	CCPD - REPAIR ASKEROTH VEHICLE	09/29/2016	10-70-252 EQUIPMENT MAINTENANCE	1,894.27	
Total DEL RAY BENSON:				1,894.27	
DEMILLE TURF FARM					
35666	CC STREET - SOD	09/21/2016	10-79-263 MAINTENANCE-STREETS	150.00	
Total DEMILLE TURF FARM:				150.00	
DIV OF OCCUPATIONAL & PROF LIC					
SEP 2016 BLDG P	CCC - BLDG SRCHG RPT-JL,AU.SP 20	09/30/2016	10-75-612 BUILDING PERMIT SURCHARGE	1,695.86	
Total DIV OF OCCUPATIONAL & PROF LIC:				1,695.86	
EXECUTECH UTAH, INC					
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	10-41-252 EQUIPMENT MAINTENANCE	501.20	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	10-44-240 OFFICE SUPPLIES & EXPENSE	156.45	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	10-60-252 EQUIPMENT MAINTENANCE	69.23	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	10-70-312 COMPUTER & TECH CONTRACTS	1,388.68	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	10-73-240 OFFICE SUPPLIES & EXPENSE	527.51	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	10-75-252 EQUIPMENT MAINTENANCE	191.07	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	10-76-252 EQUIPMENT MAINTENANCE	88.61	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	10-77-240 OFFICE SUPPLIES & EXPENSE	69.23	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	10-78-252 EQUIPMENT MAINTENANCE	152.30	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	10-79-240 OFFICE SUPPLIES & EXPENSE	69.23	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	10-81-252 EQUIPMENT MAINTENANCE	285.21	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	10-83-240 OFFICE SUPPLIES & EXPENSE	116.30	

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33059	CCC - OCT 2016 COMP MAINT	10/01/2016	10-84-240 OFFICE SUPPLIES & EXPENSE	69.23	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	10-87-252 EQUIPMENT MAINTENANCE	862.56	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	10-90-480 SPECIAL DEPARTMENT SUPPLIES	30.46	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	10-92-240 OFFICE SUPPLIES & EXPENSE	221.52	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	20-40-240 OFFICE SUPPLIES & EXPENSE	271.37	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	22-40-240 OFFICE SUPPLIES & EXPENSE	38.77	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	24-40-240 OFFICE SUPPLIES & EXPENSE	88.61	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	28-40-252 EQUIPMENT MAINTENANCE	91.38	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	51-40-252 EQUIPMENT MAINTENANCE	355.82	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	52-55-252 EQUIPMENT MAINTENANCE	323.98	
33059	CCC - OCT 2016 COMP MAINT	10/01/2016	53-56-310 PROF & TECH SERVICES	206.28	
Total EXECUTECH UTAH, INC:				6,175.00	
FINDAWAY WORLD					
197353	LBRY BOOKS	09/29/2016	10-87-481 BOOKS-GENERAL COLLECTION	333.70	
Total FINDAWAY WORLD:				333.70	
FISHER SCIENTIFIC					
6975927	572031-001- MOD KIT, FILTER, TUBIN	09/28/2016	53-56-312 TESTING	1,246.23	
Total FISHER SCIENTIFIC:				1,246.23	
FREEDOM MAILING SERVICE					
29783	BILLING STATEMENTS	10/06/2016	51-40-240 OFFICE SUPPLIES & EXPENSE	3,565.58	
29783	CCC MAILING - NEWSLETTERS	10/06/2016	10-41-221 NEWSLETTER	137.98	
Total FREEDOM MAILING SERVICE:				3,703.56	
FRONTIER BUILDING PRODUCTS					
10655	CC ARPT - ROOF MTL FIX FEDEX HAN	09/22/2016	24-40-262 BUILDING & GROUND MAINTENANCE	1,765.00	
Total FRONTIER BUILDING PRODUCTS:				1,765.00	
G & K SERVICES					
1178295869	2583303 - UNIFORM SERVICE FLEET	09/07/2016	10-78-451 UNIFORM SERVICE	27.64	
1178299182	2583303 - UNIFORM SERVICE FLEET	09/14/2016	10-78-451 UNIFORM SERVICE	21.00	
1178302485	2583303 - UNIFORM SERVICE FLEET	09/21/2016	10-78-451 UNIFORM SERVICE	27.64	
1178302486	34134-01 UNIFORM SERVICES	09/21/2016	55-40-451 UNIFORM SERVICE	12.00	
1178305814	2583303 - UNIFORM SERVICE FLEET	09/28/2016	10-78-451 UNIFORM SERVICE	21.00	
1178305815	34134-01 UNIFORM SERVICES	09/28/2016	55-40-451 UNIFORM SERVICE	12.00	
1178309129	34134-01 UNIFORM SERVICES	10/05/2016	55-40-451 UNIFORM SERVICE	39.50	
921868	34134-01 - CR #1178299183,TAGS	09/16/2016	55-40-451 UNIFORM SERVICE	(82.50)	
Total G & K SERVICES:				78.28	
GASCARD -STATE OF UTAH					
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	10-60-251 GAS & OIL	55.48	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	10-70-251 GAS & OIL	5,997.22	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	10-73-251 GAS & OIL	1,495.18	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	10-75-251 GAS & OIL	369.48	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	10-76-251 GAS & OIL	232.96	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	10-77-251 GAS & OIL	40.55	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	10-78-251 GAS & OIL	25.87	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	10-79-251 GAS & OIL	2,562.87	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	10-81-251 GAS & OIL	179.75	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	10-83-251 GAS & OIL	1,314.03	

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NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	10-84-251 GAS & OIL	241.48	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	10-90-251 GAS & OIL	179.15	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	22-40-251 GAS & OIL	1,551.08	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	24-40-251 GAS & OIL	178.93	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	28-40-251 GAS & OIL	68.14	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	51-40-251 GAS & OIL	2,096.94	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	52-55-251 GAS & OIL	1,020.58	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	53-56-251 GAS & OIL	273.08	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	54-40-251 GAS & OIL	187.13	
NP48615818	BG2101546 - SEP 2016 FUEL	10/03/2016	55-40-251 GAS & OIL	3,386.50	
Total GASCARD -STATE OF UTAH:				21,456.40	
GDA ENGINEERS					
00011P	CC ARPT - RFR #11, AIP-29, PLAN 11	09/21/2016	43-40-310 PROF & TECH SERVICES	15,909.83	
Total GDA ENGINEERS:				15,909.83	
GEM ENGINEERING, INC.					
11321	DENSITY TESTS 1600 N SEWER LINE	09/26/2016	52-55-731 CAP OUTLAY-LINE REPLACEMENT	110.00	
11322	DENSITY TESTS COAL CRK	09/26/2016	40-41-730 CAP OUTLAY-COAL CREEK PROJECT	685.00	
Total GEM ENGINEERING, INC.:				795.00	
GRANT WRITING USA					
D.ADAMS 12-8-16	CCPD - D.ADAMS GRANT WRITING	10/03/2016	10-70-231 TRAVEL & TRAINING-ADMIN	455.00	
Total GRANT WRITING USA:				455.00	
HILLYARD, INC.					
602245224	215789 - EXTRACTION	09/22/2016	10-42-261 JANITORIAL SUPPLIES	67.96	
602245226	215789 - EXTRACTION	09/22/2016	24-40-261 JANITORIAL SUPPLIES	33.98	
Total HILLYARD, INC.:				101.94	
HS SPORTS INSIDER					
1108	CC GOLF - ADVERTISING MAGAZINE	08/14/2016	28-40-220 ADVERTISING	400.00	
Total HS SPORTS INSIDER:				400.00	
IHC WORKMED - CEDAR CITY					
CC2817210	CEDAR CITY CORP - EMPLOYEE DRU	10/18/2016	10-41-137 DRUG TESTING	195.00	
CC2817210	CEDAR CITY CORP - EMPLOYEE HEA	10/18/2016	10-41-138 EMPLOYEE HEALTH	254.00	
Total IHC WORKMED - CEDAR CITY:				449.00	
IMAGE PRO					
84729	1131 - TF BUSINESS CARDS	09/29/2016	76-40-210 EQUIPMENT, SUPPLIES, OPERATING	56.29	
Total IMAGE PRO:				56.29	
INFOWEST					
1774154	39617 - INTERNET PARKS	10/01/2016	10-83-280 TELEPHONE	39.95	
Total INFOWEST:				39.95	
INTERMOUNTAIN BOBCAT					
LATCH AUG 2016	0002354800 - LATE CHARGE	08/31/2016	53-56-252 EQUIPMENT MAINTENANCE	34.85	

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LATECH SEP 2016	0002354800 - LATE CHARGE	09/30/2016	53-56-252 EQUIPMENT MAINTENANCE	34.85	
Total INTERMOUNTAIN BOBCAT:				69.70	
IRON COUNTY AUDITOR					
SEP 2016 LANDFIL	CCC LANDFILL REM - SEP 2016	09/30/2016	55-21312 COUNTY REMITTANCE PAYABLE	30,687.41	
Total IRON COUNTY AUDITOR:				30,687.41	
IRON COUNTY CLERK					
SEP 2016	01-2367-00 -TREATMENT PLANT	10/01/2016	53-56-270 UTILITIES-SEWER PLANT	60.00	
Total IRON COUNTY CLERK:				60.00	
IRON COUNTY LANDFILL					
11059	LF-0003 - SEP 2016 LANDFILL	10/04/2016	53-56-270 UTILITIES-SEWER PLANT	262.24	
Total IRON COUNTY LANDFILL:				262.24	
IRON COUNTY TREASURER					
3RD QRT 2016 MA	O/T-J.MALCOM 3RD QTR 2016	09/30/2016	76-40-111 OVERTIME-PERM	1,550.89	
Total IRON COUNTY TREASURER:				1,550.89	
J & T PETERSON, INC.					
16603	OIL FOR CHIP SEAL	09/29/2016	10-79-269 MAINTENANCE-CHIP SEALING	1,480.00	
Total J & T PETERSON, INC.:				1,480.00	
JACK'S TIRE & OIL					
465985-15	CEDC1G - TIRES	10/04/2016	10-78-930 INVENTORY	2,250.88	
465987-15	CEDC1G - TIRES	10/04/2016	10-78-930 INVENTORY	698.12	
Total JACK'S TIRE & OIL:				2,949.00	
JERRY N. SIMPSON, P.E.					
101016	CC WTR - RE-COATING CALCULATIO	10/10/2016	51-40-730 CAP OUTLAY-IMPROVEMENTS	375.00	
Total JERRY N. SIMPSON, P.E.:				375.00	
JOLLEY, KATHY					
6	CCPD - ALTERATIONS	10/09/2016	10-70-451 UNIFORM MAINTENANCE	276.00	
7	CCPD - ALTERATIONS	10/09/2016	10-70-451 UNIFORM MAINTENANCE	230.00	
Total JOLLEY, KATHY:				506.00	
JVIATION, INC					
AIP-31 RFR#4	AIP 3-49-0005-031-2016 ENG SERV	10/11/2016	43-40-734 CAP OUTLAY-RUNWAY REHAB	16,070.35	
Total JVIATION, INC:				16,070.35	
KUBWATER RESOURCES INC					
06106	CC WWTP - POLYMER	10/07/2016	53-56-254 CHEMICALS	3,670.67	
Total KUBWATER RESOURCES INC:				3,670.67	
L3 COMMUNICATIONS					
0246555-IN	UTCEDAR-JBOD	10/04/2016	10-70-312 COMPUTER & TECH CONTRACTS	724.00	

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0246556-IN	UTCEDAR-SERVER & RIMAGE EMA	10/04/2016	10-70-312 COMPUTER & TECH CONTRACTS	6,216.00	
0246557-IN	UTCEDAR-FLASHBACK 3 EMA	10/04/2016	10-70-312 COMPUTER & TECH CONTRACTS	1,196.00	
0246558-IN	UTCEDAR-FLASHBACK HD EMA	10/04/2016	10-70-312 COMPUTER & TECH CONTRACTS	598.00	
Total L3 COMMUNICATIONS:				8,734.00	
LAIRD CAMPBELL					
HC161007	HERITAGE CNTR - TUNE STEINWAY	10/07/2016	10-92-252 EQUIPMENT MAINTENANCE	85.00	
Total LAIRD CAMPBELL:				85.00	
LEGACY EQUIPMENT					
76667	1540 - 12-PIN INSERT PLUG	10/06/2016	52-55-252 EQUIPMENT MAINTENANCE	244.93	
Total LEGACY EQUIPMENT:				244.93	
LIN'S MARKETPLACE					
005027	CC EVENTS - HALF MARATHON	09/10/2016	10-85-223 RUNNERS SERIES	210.00	
050409	CC EVENTS - HALF MARATHON	09/09/2016	10-85-223 RUNNERS SERIES	348.00	
Total LIN'S MARKETPLACE:				558.00	
MATTHEW BENDER & CO., INC.					
86787896	6698944001 - UCA SUPPLEMENT	09/23/2016	10-87-481 BOOKS-GENERAL COLLECTION	16.66	
Total MATTHEW BENDER & CO., INC.:				16.66	
MCMASTER-CARR SUPPLY CO.					
55224250	222152400- FIRE HOSE	04/20/2016	53-56-480 SPECIAL DEPARTMENT SUPPLIES	564.47	
Total MCMASTER-CARR SUPPLY CO.:				564.47	
MEGA PRO SCREENPRINTING					
23128	750 - ZOMBIE RUN T-SHIRTS	10/10/2016	10-85-223 RUNNERS SERIES	1,123.15	
Total MEGA PRO SCREENPRINTING:				1,123.15	
MICROMARKETING LLC ATTN: AR					
639091	15980 - LBRY BOOKS	09/22/2016	10-87-482 BOOKS-YOUNG ADULT	110.99	
639518	15980 - LBRY BOOKS	09/27/2016	10-87-482 BOOKS-YOUNG ADULT	24.95	
639687	15980- LBRY BOOKS CHILDREN	09/27/2016	10-87-483 BOOKS-CHILDREN	11.65	
639821	15980 - LBRY BOOKS	09/27/2016	10-87-482 BOOKS-YOUNG ADULT	16.19	
640313	15980 - LBRY BOOKS	09/29/2016	10-87-482 BOOKS-YOUNG ADULT	11.69	
640398	15980 - LBRY BOOKS	09/28/2016	10-87-482 BOOKS-YOUNG ADULT	8.50	
640717	15980- LBRY BOOKS CHILDREN	10/04/2016	10-87-483 BOOKS-CHILDREN	11.65	
640823	15980 - LBRY BOOKS	10/04/2016	10-87-482 BOOKS-YOUNG ADULT	16.19	
Total MICROMARKETING LLC ATTN: AR:				211.81	
MJG, INC.					
5311	CCC - R/R MAIN SEP 2016	10/06/2016	10-79-265 MAINTENANCE-RAILROAD	750.00	
Total MJG, INC.:				750.00	
MOSDELL SANITATION INC.					
SEP 2016 CEMETA	1077 - DUMP FEE PARKS/CEMETARY	09/30/2016	10-83-262 BUILDING & GROUND MAINTENANCE	400.54	

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Total MOSDELL SANITATION INC.:				400.54	
MOUNTAIN TOWING & RECOVERY					
0846	CCPD - TOW C15-04505	10/05/2016	10-70-420 WEED ABATEMENT	500.00	
Total MOUNTAIN TOWING & RECOVERY:				500.00	
MOUNTAIN VIEW ANIMAL CLINIC					
DONNA 9-22-16	4619 - SPAY DONNA	09/22/2016	10-76-253 STERILIZATION	132.00	
Total MOUNTAIN VIEW ANIMAL CLINIC:				132.00	
MOUNTAIN WEST COMPUTERS					
51944	CCPD - BACKLIT KEYBOARDS	10/03/2016	10-70-700 CAP OUTLAY-NONCAPITAL ASSETS	500.00	
Total MOUNTAIN WEST COMPUTERS:				500.00	
MUNICIPALH2O.COM					
6899	CC WWTP - EPA & RMP COMPLIANCE	10/01/2016	53-56-310 PROF & TECH SERVICES	350.00	
Total MUNICIPALH2O.COM:				350.00	
MWI VETERINARY SUPPLY CO.					
6996128	CCPD - VETERINARY SUPL	09/27/2016	10-76-450 SPECIAL PUBLIC SAFETY SUPPLIES	62.60	
7108826	CCPD - VETERINARY SUPL	10/04/2016	10-76-450 SPECIAL PUBLIC SAFETY SUPPLIES	377.50	
7113045	CCPD - VETERINARY SUPL	10/04/2016	10-76-450 SPECIAL PUBLIC SAFETY SUPPLIES	110.00	
Total MWI VETERINARY SUPPLY CO.:				550.10	
NUCO2					
50231319	446694- BULK CO2	10/10/2016	20-40-254 CHEMICALS	175.20	
50268404	446694- BULK CO2	11/01/2016	20-40-254 CHEMICALS	126.00	
Total NUCO2:				301.20	
PARACLETE PRESS, INC.					
11237-1	00191135 - MUSIC	09/23/2016	10-87-481 BOOKS-GENERAL COLLECTION	107.19	
Total PARACLETE PRESS, INC.:				107.19	
PEAK SOFTWARE SYSTEMS, INC					
017622	CC AQUATIC - SOFTWARE 6 MTHS	10/14/2016	20-40-240 OFFICE SUPPLIES & EXPENSE	662.50	
017622	CC AQUATIC - SOFTWARE 6 MTHS	10/14/2016	10-84-240 OFFICE SUPPLIES & EXPENSE	662.50	
Total PEAK SOFTWARE SYSTEMS, INC:				1,325.00	
PENGUIN RANDOM HOUSE LLC					
1088788224	9032490000-GENERAL BOOKS	10/01/2016	10-87-481 BOOKS-GENERAL COLLECTION	15.00	
Total PENGUIN RANDOM HOUSE LLC:				15.00	
PEOPLE TRAIL					
26891	2030-CREDIT CK- DO,EH,RH	10/01/2016	10-70-310 PROF & TECH SERVICES	60.00	
Total PEOPLE TRAIL:				60.00	

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PIPELINE INSPECTION SERVICES					
13749	CCC - SEWER MANHOLE REPAIR	10/17/2016	52-55-700 CAP OUTLAY-MANHOLE REHAB	68,300.00	
13749	CCC - SEWER MANHOLE REPAIR	10/17/2016	52-55-290 SEWER LINE MAINTENANCE	43,253.75	
Total PIPELINE INSPECTION SERVICES:				111,553.75	
PRECISION PIPELINE, INC.					
1404	#2 - COAL CREEK ROAD PRJT	09/30/2016	40-41-730 CAP OUTLAY-COAL CREEK PROJECT	184,850.81	
1404	#2 - COAL CREEK ROAD PRJT	09/30/2016	51-40-731 CAP OUTLAY-LINE REPLACEMENT	918.18	
1404	#2 - COAL CREEK ROAD PRJT	09/30/2016	54-40-731 CAP OUTLAY-QUICHAPA CHANNEL	3,765.04	
Total PRECISION PIPELINE, INC.:				189,534.03	
PRECISION POLYMER CORPORATION					
2016-1038	CC WWTP - POLYMER	09/29/2016	53-56-254 CHEMICALS	12,670.07	
Total PRECISION POLYMER CORPORATION:				12,670.07	
PREMIER BODY AND PAINT					
4454	CC WWTP - REPAIR F150 GRILL	09/22/2016	53-56-252 EQUIPMENT MAINTENANCE	605.77	
Total PREMIER BODY AND PAINT:				605.77	
PROFESSIONAL TREE SERVICE					
1095	CCC - TREE PRUNING	09/26/2016	10-83-482 URBAN FORESTRY PROGRAM	840.00	
Total PROFESSIONAL TREE SERVICE:				840.00	
R-57 ELECTRIC					
M242	CC AQUATICS - ELECTRICAL WORK	10/07/2016	20-40-262 BUILDING & GROUND MAINTENANCE	150.00	
M245	CC PARKS - ELECTRICAL	10/04/2016	10-83-262 BUILDING & GROUND MAINTENANCE	75.00	
Total R-57 ELECTRIC:				225.00	
RAINBOW SIGN AND DESIGN					
28692	2135 - NEW SIGN A/C BLDG	09/07/2016	10-76-262 BUILDING & GROUND MAINTENANCE	819.95	
28708	129 - CH STORM DRAIN PRJT	09/16/2016	54-40-738 CAP OUTLAY-300 W STORM DRAIN	989.95	
Total RAINBOW SIGN AND DESIGN:				1,809.90	
RECORDED BOOKS, LLC					
75410033	1501705 - LBRY BOOKS	10/03/2016	10-87-481 BOOKS-GENERAL COLLECTION	64.60	
75413995	1501705 - LBRY BOOKS	09/28/2016	10-87-481 BOOKS-GENERAL COLLECTION	56.90	
Total RECORDED BOOKS, LLC:				121.50	
ROCKY MOUNTAIN POWER					
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	10-42-270 UTILITIES	4,004.40	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	10-53-635 FESTIVAL PROMOTIONS	28.05	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	10-60-270 UTILITIES-ANIMAL CONTROL	371.81	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	10-73-270 UTILITIES-FIRE	938.23	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	10-76-270 UTILITIES-INSPECTION	269.81	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	10-79-272 UTILITIES-RAIL ROAD CROSSING	56.38	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	10-79-271 UTILITIES-STREET LIGHTING	7,073.39	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	10-83-270 UTILITIES-PARKS & CEMETERY	1,738.34	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	10-87-270 UTILITIES-LIBRARY	2,958.94	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	10-90-270 UTILITIES-CROSS HOLLOWES EVENTS	2,215.35	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	10-92-270 UTILITIES-HERITAGE CENTER	6,178.26	

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SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	20-40-270 UTILITIES-AQUATIC CENTER	7,708.32	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	22-40-270 UTILITIES-CATS	115.24	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	24-40-270 UTILITIES-AIRPORT	4,159.30	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	28-40-270 UTILITIES	7,128.93	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	51-40-270 UTILITIES-WATER	92,782.97	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	52-55-270 UTILITIES-SEWER COLLECTION	2,372.98	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	53-56-270 UTILITIES-SEWER PLANT	20,571.51	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	55-40-270 UTILITIES-SOLID WASTE	11.64	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	56-41-270 UTILITIES-EAST PARKING AUTH	374.94	
SEP 2016	75494886-019 4- SEP 2016 RMP	10/04/2016	61-40-270 UTILITIES-PUBLIC WORKS FACILIT	1,186.23	
Total ROCKY MOUNTAIN POWER:				162,245.02	
ROCKY RIDGE ROLL-OFFS, INC.					
27016	CC PARKS - GARBAGE DISPOSAL	10/07/2016	10-83-262 BUILDING & GROUND MAINTENANCE	225.00	
Total ROCKY RIDGE ROLL-OFFS, INC.:				225.00	
ROSS EQUIPMENT CO., INC.					
00109790	003017- SCBA REPAIR	09/29/2016	10-73-252 EQUIPMENT MAINTENANCE	804.26	
Total ROSS EQUIPMENT CO., INC.:				804.26	
RUSH TRUCK CENTERS					
2101-4583	CCC - 2017 INTERNATIONAL 7600	07/06/2016	10-79-741 CAP OUTLAY-VEHICLES	165,231.92	
2101-4584	CCC - 2017 INTERNATIONAL 7600	07/06/2016	10-79-741 CAP OUTLAY-VEHICLES	165,231.92	
3003758411	187984 - SNOW CHAIN	09/01/2016	10-78-930 INVENTORY	1,500.00	
Total RUSH TRUCK CENTERS:				331,963.84	
SCHMIDT CONSTRUCTION					
11062	CCC - MAIN ST LIGHTING PROJ	09/30/2016	57-40-730 CAP OUTLAY-IMPROVEMENTS	161,015.79	
Total SCHMIDT CONSTRUCTION:				161,015.79	
SCHOLZEN PRODUCTS COMPANY					
3009101-00	100592-MISC SUPPLIES	07/18/2016	51-40-255 WATER SYSTEM MAINTENANCE	101.20	
6153333-00	100592-MISC SUPPLIES	10/04/2016	51-40-255 WATER SYSTEM MAINTENANCE	402.50	
6153334-00	100592-MISC SUPPLIES	10/04/2016	51-40-255 WATER SYSTEM MAINTENANCE	264.00	
6153950-00	100592- GLASSES, GLOVES	09/15/2016	10-78-930 INVENTORY	147.83	
6155833-00	100592- PAINT,GLOVES,BLADE	09/26/2016	10-78-930 INVENTORY	233.48	
6156149-00	100592-MISC SUPPLIES	10/10/2016	51-40-255 WATER SYSTEM MAINTENANCE	327.80	
6156657-00	100592- WRENCH	09/28/2016	10-78-930 INVENTORY	102.66	
6157279-00	100592-MISC SUPPLIES	10/03/2016	51-40-255 WATER SYSTEM MAINTENANCE	32.50	
6158601-00	100592-WATER METERS	10/10/2016	51-40-481 METER-NEW	646.66	
6158809-00	100592-MISC SUPPLIES	10/07/2016	51-40-255 WATER SYSTEM MAINTENANCE	201.25	
6159503-00	100592-MISC SUPPLIES	10/12/2016	51-40-255 WATER SYSTEM MAINTENANCE	410.81	
HR 1006830	100592-MISC SUPPLIES	10/13/2016	51-40-255 WATER SYSTEM MAINTENANCE	20.76	
Total SCHOLZEN PRODUCTS COMPANY:				2,488.95	
SIGHT SYNDICATE					
001	CCC - 1/2 MARATHON DRONE VIDEO	10/06/2016	10-85-223 RUNNERS SERIES	150.00	
Total SIGHT SYNDICATE:				150.00	
SILVERLEAF IT LLC					
2016-2159	CCC - UBIQUITY ETHERNET SWITCH	10/20/2016	10-73-240 OFFICE SUPPLIES & EXPENSE	191.87	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total SILVERLEAF IT LLC:				191.87	
SOUTHERN UTAH LUMBER					
073659	8100- MISC SUPPLIES	09/30/2016	10-79-410 SPECIAL DEPARTMENT SUPPLIES	128.89	
Total SOUTHERN UTAH LUMBER:				128.89	
STAKER PARSON COMPANIES					
4102136	260116-ASPHALT/SLURRY	07/11/2016	51-40-255 WATER SYSTEM MAINTENANCE	121.47	
4171847	260116-ASPHALT/SLURRY	09/26/2016	51-40-255 WATER SYSTEM MAINTENANCE	456.00	
4172958	260116-ASPHALT/SLURRY	09/27/2016	51-40-255 WATER SYSTEM MAINTENANCE	570.00	
4175293	260116-ASPHALT/SLURRY	09/28/2016	51-40-255 WATER SYSTEM MAINTENANCE	513.00	
4181843	260116-ASPHALT/SLURRY	10/04/2016	51-40-255 WATER SYSTEM MAINTENANCE	154.00	
4183281	260116-ASPHALT/SLURRY	10/06/2016	51-40-255 WATER SYSTEM MAINTENANCE	342.00	
4184799	260116- ASPHALT	10/10/2016	10-79-263 MAINTENANCE-STREETS	1,609.44	
4186608	260116-ASPHALT/SLURRY	10/10/2016	51-40-255 WATER SYSTEM MAINTENANCE	570.00	
4186848	260116-ASPHALT/SLURRY	10/11/2016	51-40-255 WATER SYSTEM MAINTENANCE	211.00	
4188601	260116-ASPHALT/SLURRY	10/12/2016	51-40-255 WATER SYSTEM MAINTENANCE	399.00	
Total STAKER PARSON COMPANIES:				4,945.91	
STREAM TELECOM					
4776	CCC - PROGRAM PHONE EXT 5227	08/11/2015	10-42-252 EQUIPMENT MAINTENANCE	534.25	
Total STREAM TELECOM:				534.25	
SUNROC CORPORATION					
40477337	CEDCI- LINS PARKING LOT	10/06/2016	57-40-730 CAP OUTLAY-IMPROVEMENTS	5,567.50	
Total SUNROC CORPORATION:				5,567.50	
SUU - AR (WATER LABS)					
S0035010	T00007885 WATER LAB TESTING	09/23/2016	53-56-312 TESTING	180.00	
S0035087	T00000699 - WATER LAB TESTING	09/30/2016	51-40-255 WATER SYSTEM MAINTENANCE	300.00	
S0035227	T00000699 - WATER LAB TESTING	10/10/2016	51-40-255 WATER SYSTEM MAINTENANCE	380.00	
Total SUU - AR (WATER LABS):				860.00	
SYMBOL ARTS					
0266411-IN	00-CED005 - BADGE	09/26/2016	10-73-450 SPECIAL PUBLIC SAFETY SUPPLIES	95.00	
0266529-IN	00-CED005 NEW BADGES	09/27/2016	10-70-622 PATCHES & BADGES	190.00	
Total SYMBOL ARTS:				285.00	
TACTEC					
14458	CC WTR - TRUCK RADIO	09/22/2016	51-40-480 SPECIAL DEPARTMENT SUPPLIES	59.00	
14465	CATS - RADIO SERVICE 16/17	09/30/2016	22-40-270 UTILITIES-CATS	140.00	
Total TACTEC:				199.00	
TASER INTERNATIONAL, INC.					
TASE20823	TRAINING-ADVNCED TASER-INSTRCTR	01/14/2015	10-70-233 TRAVEL & TRAINING-PATROL	350.00	
Total TASER INTERNATIONAL, INC.:				350.00	
TECH LOGIC CORPORATION					
RC001672	CED002C - 16/17 CONTRACT	10/01/2016	10-87-312 COMPUTER & TECH CONTRACTS	660.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total TECH LOGIC CORPORATION:				660.00	
THE PARTRIDGE PSYCHOLOGICAL GROUP					
1884	CCPD - PRE-EMP EVAL RH,EH,DO	09/30/2016	10-70-310 PROF & TECH SERVICES	1,050.00	
Total THE PARTRIDGE PSYCHOLOGICAL GROUP:				1,050.00	
THE TIRE AND AUTO CENTER					
38813	CCC - TIRES	10/05/2016	10-78-930 INVENTORY	948.60	
Total THE TIRE AND AUTO CENTER:				948.60	
THE TIRE COMPANY					
125377	CC FLEET - TIRES	10/05/2016	10-78-930 INVENTORY	852.53	
Total THE TIRE COMPANY:				852.53	
TONGS FIRE EXTINGUISHER SER.					
2547	CCPD - FIRE EXT REPAIR & REFILL	09/08/2016	10-70-252 EQUIPMENT MAINTENANCE	103.50	
Total TONGS FIRE EXTINGUISHER SER.:				103.50	
TURF EQUIPMENT CO.					
405249-00	3316 - 72" MOWER PARTS	09/27/2016	10-83-252 EQUIPMENT MAINTENANCE	507.38	
405249-01	3316 - 72" MOWER PARTS	09/28/2016	10-83-252 EQUIPMENT MAINTENANCE	734.70	
Total TURF EQUIPMENT CO.:				1,242.08	
UPPER CASE PRINTING, INK.					
11155	CCC - NEWSLETTER PRINTING	10/05/2016	10-41-221 NEWSLETTER	501.15	
Total UPPER CASE PRINTING, INK.:				501.15	
UTAH BARRICADE COMPANY, INC.					
13597	CE8140 - HALF MARATHON BARRICA	09/15/2016	10-85-223 RUNNERS SERIES	731.00	
Total UTAH BARRICADE COMPANY, INC.:				731.00	
UTAH DEPARTMENT OF HEALTH					
17L00000000420	CC WWTP - CERT APPL,SDWA,CWA	10/11/2016	53-56-312 TESTING	1,325.00	
Total UTAH DEPARTMENT OF HEALTH:				1,325.00	
UTAH STATE RETIREMENT BOARD					
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	10-41-132 EMPLOYEE INSURANCE	282.01	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	10-42-132 EMPLOYEE INSURANCE	4.42	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	10-44-132 EMPLOYEE INSURANCE	88.51	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	10-60-132 EMPLOYEE INSURANCE	50.22	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	10-70-132 EMPLOYEE INSURANCE	662.31	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	10-75-132 EMPLOYEE INSURANCE	47.95	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	10-76-132 EMPLOYEE INSURANCE	34.27	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	10-77-132 EMPLOYEE INSURANCE	37.31	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	10-78-132 EMPLOYEE INSURANCE	101.18	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	10-79-132 EMPLOYEE INSURANCE	182.00	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	10-81-132 EMPLOYEE INSURANCE	178.36	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	10-83-132 EMPLOYEE INSURANCE	114.65	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	10-84-132 EMPLOYEE INSURANCE	19.20	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	10-85-132 EMPLOYEE INSURANCE	48.61	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	10-87-132 EMPLOYEE INSURANCE	90.02	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	10-90-132 EMPLOYEE INSURANCE	41.35	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	10-92-132 EMPLOYEE INSURANCE	36.07	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	20-40-132 EMPLOYEE INSURANCE	33.77	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	24-40-132 EMPLOYEE INSURANCE	51.98	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	28-40-132 EMPLOYEE INSURANCE	79.16	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	51-40-132 EMPLOYEE INSURANCE	219.97	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	52-55-132 EMPLOYEE INSURANCE	76.75	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	53-56-132 EMPLOYEE INSURANCE	156.61	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	54-40-132 EMPLOYEE INSURANCE	16.38	
SEP 2016	CCC 774 - SEP 2016 LTD	09/30/2016	55-40-132 EMPLOYEE INSURANCE	34.30	
Total UTAH STATE RETIREMENT BOARD:				2,687.36	
UTAH STATE TAX COMMISSION					
SEP 2016	12300189-002STC-SEP 2016 SALES T	09/30/2016	10-21315 SALES TAX PAYABLE	1,300.27	
SEP 2016	12300189-002STC-SEP 2016 SALES T	09/30/2016	10-34-754 CROSS HOLLOW CENTER USE FEES	588.69	
SEP 2016	12300189-002STC-SEP 2016 SALES T	09/30/2016	10-34-732 BASKETBALL-YOUTH	596.17	
SEP 2016	12300189-002STC-SEP 2016 SALES T	09/30/2016	10-34-734 FLAG FOOTBALL-YOUTH	31.25	
SEP 2016	12300189-002STC-SEP 2016 SALES T	09/30/2016	10-34-736 VOLLEYBALL-ADULT	383.36	
SEP 2016	12300189-002STC-SEP 2016 SALES T	09/30/2016	10-34-744 LEISURE SERVICE PROGRAMS	2.82	
SEP 2016	12300189-002STC-SEP 2016 SALES T	09/30/2016	10-34-810 SALE OF CEMETERY LOTS	271.93	
SEP 2016	12300189-002STC-SEP 2016 SALES T	09/30/2016	10-41-612 SALES TAX	40.99	
SEP 2016	12300189-002STC-SEP 2016 SALES T	09/30/2016	20-40-612 SALES TAX	1,236.50	
SEP 2016	12300189-002STC-SEP 2016 SALES T	09/30/2016	28-40-612 SALES TAX	3,217.02	
SEP 2016	12300189-002STC-SEP 2016 SALES T	09/30/2016	55-40-612 SALES TAX	123.86	
Total UTAH STATE TAX COMMISSION:				7,792.86	
UTAH UC FUND					
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-41-135 UNEMPLOYMENT INSURANCE	358.79	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-42-135 UNEMPLOYMENT INSURANCE	124.58	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-44-135 UNEMPLOYMENT INSURANCE	88.09	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-60-135 UNEMPLOYMENT INSURANCE	74.02	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-70-135 UNEMPLOYMENT INSURANCE	1,470.76	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-73-135 UNEMPLOYMENT INSURANCE	941.28	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-75-135 UNEMPLOYMENT INSURANCE	149.13	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-76-135 UNEMPLOYMENT INSURANCE	102.15	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-77-135 UNEMPLOYMENT INSURANCE	45.43	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-78-135 UNEMPLOYMENT INSURANCE	242.59	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-79-135 UNEMPLOYMENT INSURANCE	503.42	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-81-135 UNEMPLOYMENT INSURANCE	152.82	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-83-135 UNEMPLOYMENT INSURANCE	742.25	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-84-135 UNEMPLOYMENT INSURANCE	93.55	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-85-135 UNEMPLOYMENT INSURANCE	62.81	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-87-135 UNEMPLOYMENT INSURANCE	303.14	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-90-135 UNEMPLOYMENT INSURANCE	105.48	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	10-92-135 UNEMPLOYMENT INSURANCE	167.86	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	20-40-135 UNEMPLOYMENT INSURANCE	703.36	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	22-40-135 UNEMPLOYMENT INSURANCE	130.13	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	24-40-135 UNEMPLOYMENT INSURANCE	137.48	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	28-40-135 UNEMPLOYMENT INSURANCE	461.48	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	51-40-135 UNEMPLOYMENT INSURANCE	516.35	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	52-55-135 UNEMPLOYMENT INSURANCE	216.62	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	53-56-135 UNEMPLOYMENT INSURANCE	332.20	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	54-40-135 UNEMPLOYMENT INSURANCE	46.51	
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	55-40-135 UNEMPLOYMENT INSURANCE	140.91	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
2016 3RD QUARTE	C 0-091546-0 Q3 2016 UNEMP TAXES	09/30/2016	76-40-135 UNEMPLOYMENT INSURANCE	5.83	
Total UTAH UC FUND:				8,419.02	
UTILITY MANAGEMENT SYSTEMS					
15314	CCC - WISA REPAIR KIT	09/28/2016	52-55-290 SEWER LINE MAINTENANCE	102.97	
Total UTILITY MANAGEMENT SYSTEMS:				102.97	
VERACITY NETWORKS					
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	10-41-280 TELEPHONE	86.22	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	10-70-280 TELEPHONE	1.05	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	10-73-280 TELEPHONE	4.56	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	10-75-280 TELEPHONE	.02	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	10-76-280 TELEPHONE	1.92	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	10-77-280 TELEPHONE	1.21	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	10-78-280 TELEPHONE	1.93	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	10-79-280 TELEPHONE	1.14	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	10-83-280 TELEPHONE	1.15	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	10-84-280 TELEPHONE	1.11	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	10-87-280 TELEPHONE	7.05	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	10-90-280 TELEPHONE	.72	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	20-40-280 TELEPHONE	7.79	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	22-40-280 TELEPHONE	2.40	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	24-40-280 TELEPHONE	.10	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	28-40-280 TELEPHONE	.94	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	51-40-280 TELEPHONE	3.31	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	52-55-280 TELEPHONE	.08	
3038093	48511 - SEP 22016 LONG DIST	09/25/2016	53-56-280 TELEPHONE	6.57	
Total VERACITY NETWORKS:				129.27	
VISA					
SCADA TABLETS	4232 - TABLETS FOR SCADA	09/19/2016	52-55-740 CAP OUTLAY-EQUIPMENT	1,459.87	
ULCT CREDIT	4232 - ULCT ROOMS	09/23/2016	10-41-230 TRAVEL & TRAINING	74.32	
ULCT-BITTMENN 1	4232 - ULCT ROOMS BITTMENN	09/17/2016	10-41-230 TRAVEL & TRAINING	148.63	
ULCT-ISOM 16	4232 - ULCT ROOMS ISOM	09/17/2016	10-41-230 TRAVEL & TRAINING	148.63	
Total VISA:				1,682.81	
WARNER TRUCK CENTER					
X103000290:01	12686 - PARTS	08/17/2016	10-78-930 INVENTORY	65.99	
X103000462:01	12686 - PARTS	09/13/2016	10-78-930 INVENTORY	133.77	
X103000496:01	12686 - PARTS	09/22/2016	10-78-930 INVENTORY	1,179.70	
Total WARNER TRUCK CENTER:				1,379.46	
WASHINGTON COUNTY SOLID WASTE					
38976	CCC - RECYCLING PICK UP	09/30/2016	55-40-641 RECYCLING PROGRAM	1,600.00	
Total WASHINGTON COUNTY SOLID WASTE:				1,600.00	
WAXIE SANITARY SUPPLY					
76240467	129252 - CLEANING SUPL AIRPORT	09/23/2016	24-40-261 JANITORIAL SUPPLIES	96.54	
76240751	129252 - CLEANING SUPL CO	09/23/2016	10-42-261 JANITORIAL SUPPLIES	9.57	
76251949	129252 - CLEANING SUPL LBRY	09/29/2016	10-87-261 JANITORIAL SUPPLIES	3.28	
76254685	129252 - CLEANING SUPL PW	09/30/2016	61-40-261 JANITORIAL SUPPLIES	435.75	
76258009	129252 - CLEANING SUPL AQUATICS	10/03/2016	20-40-261 JANITORIAL SUPPLIES	134.93	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
76258011	129252 - CLEANING SUPL AQUATICS	10/03/2016	20-40-261 JANITORIAL SUPPLIES	56.32	
76258014	129252 - CLEANING SUPL AQUATICS	10/03/2016	20-40-261 JANITORIAL SUPPLIES	134.93	
76270286	129252 - CLEANING SUPL CO	10/07/2016	10-42-261 JANITORIAL SUPPLIES	70.10	
76270323	129252 - CLEANING SUPL AQUATICS	10/07/2016	20-40-261 JANITORIAL SUPPLIES	70.10	
76292994	129252 - CLEANING SUPL PARKS	10/19/2016	10-83-261 JANITORIAL SUPPLIES	638.29	
Total WAXIE SANITARY SUPPLY:				1,649.81	
WHEELER MACHINERY COMPANY					
RS0000058859	015002- SKID STEER LAWN MOWER	10/05/2016	10-79-263 MAINTENANCE-STREETS	942.50	
RS0000058861	015002- MOWER HEAD	10/05/2016	10-79-263 MAINTENANCE-STREETS	289.50	
RS0000058894	015002- ROLLER RENTAL	10/06/2016	10-79-263 MAINTENANCE-STREETS	476.50	
RS0000059171	015002- LINS PARKING LOT	10/10/2016	57-40-730 CAP OUTLAY-IMPROVEMENTS	106.50	
Total WHEELER MACHINERY COMPANY:				1,815.00	
YESCO					
I-15 50% DWN PMT	CCC - I-15 BILLBOARD (NRTH) 50%	10/06/2016	57-40-730 CAP OUTLAY-IMPROVEMENTS	32,924.50	
Total YESCO:				32,924.50	
ZION PLUMBING					
18481	CC WTR - SHEET METAL QP#5	09/30/2016	51-40-262 MAINTENANCE-WELL HOUSES	50.50	
Total ZION PLUMBING:				50.50	
Grand Totals:				1,260,927.92	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: Wendy C. Boyer

Report Criteria:

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

7

LEASE AGREEMENT

This agreement is entered into on the ___ day of _____, 2016, between Cedar City Corporation, a Utah municipal corporation and political subdivision, hereinafter referred to as CITY; and Youth & Enthusiasts Together for Ice, Inc., a Utah not for Profit Corporation, hereinafter referred to as YETI.

WHEREAS, CITY owns and operates the Hills Recreational Complex located in the vicinity of Royal Hunte Drive and 1950 West. This complex is situated on approximately 51.53 acres of land upon which CITY has made a substantial investment constructing ball fields, a dual purpose recreational and water distribution lake, an Aquatic Center, associated parking facilities, restrooms, and associated infrastructure; and

WHEREAS, on the Northeast corner of CITY's Aquatic Center there is an area of property that has been designed and planned for future expansion of the Aquatic Center. This area has been designed to accommodate an indoor multiple use facility that would house multiple sport courts, walking paths, exercise facilities, and other such facilities as CITY may choose to program into the space. The future facility is known as the MAC center. The currently vacant parcel of property where the MAC center is scheduled to be built consists of approximately thirty nine thousand seven hundred square feet (39,700 sq. ft.); and

WHEREAS, YETI is a local citizen volunteer group with a stated mission to create a safe and fun environment and facility for families and friends to gather while participating in healthy, invigorating, and family oriented activities revolving around ice sports while including public ice skating, figure skating, and hockey; and

WHEREAS, YETI has leased equipment necessary to construct and maintain an ice rink;
and

WHEREAS, YETI has asked CITY to enter into an agreement whereby YETI may, on a temporary and seasonal basis, locate its ice rink facilities on CITY property; and

WHEREAS, in 2013 CITY agreed to lease YETI the parcel of property where the MAC center is planned to be located as a temporary and seasonal location for the ice rink; and

WHEREAS, CITY and YETI experienced a positive experience during the first seasons. There are some amendments CITY and YETI want to make to their agreement; and

WHEREAS, it is the express intent of CITY and YETI that this agreement supersede all prior written or oral agreements related to the lease of CITY property.

NOW THEREFORE, CITY and YETI agree that adequate consideration exists to support the formation of this lease agreement. CITY and YETI enter this agreement with the intent of documenting the lease of CITY property and setting forth each party's responsibilities.

ARTICLE I.

LEASED PROPERTY.

1. The property to be leased to YETI pursuant to the terms and conditions of this lease shall consist of: (A) a temporary and seasonal area where YETI will locate the ice rink, cooling equipment, equipment to maintain the ice, rental equipment, and all other material associated with the ice rink; (B) access to the ice rink for delivery of equipment and materials; (C) customer, volunteer, and employee parking and access to the ice rink; and (D) access to the Aquatic Center facilities.

- A. On a temporary and seasonal basis CITY leases to YETI the area to the northeast of the Aquatic Center that is intended for the future construction of the MAC center. This area consists of +/- thirty-nine thousand seven hundred square feet (39,700 sq. ft.) and is depicted in exhibit "A" which is attached hereto and incorporated herein by this reference. This shall be the area within which YETI shall construct the ice rink, store and operate such equipment that is necessary to operate the ice rink, and locate such facilities that will be necessary to facilitate equipment rentals and ticket sales. This agreement contemplates YETI use of CITY property in an as is condition without further cost to CITY.
- B. CITY grants YETI the ability to run a concession stand outside of the aquatic center in a location near the ice rink. YETI will be responsible to employ, manage, and run all the operations of this concession stand. Furthermore, YETI agrees to be properly licensed to operate the concession stand under both Cedar City and Utah State law. In exchange for operating the concession stand, YETI agrees to pay CITY fifty percent (50%) of all their profits that come from the concession stand sales.
- C. CITY leases to YETI access to the area where the ice rink will be located. Access for delivery of equipment and supplies necessary to operate the ice rink will be through the existing access road located to the east of the Aquatic Center. This access is not intended to facilitate general parking for customers, volunteers, or employees. This access is not intended for a drop off or pick up access for customers, volunteers, or employees. It is intended to facilitate short term pick-up

and delivery of equipment and supplies during construction, operation, and removal of the ice rink. This access also facilitates maintenance of the Aquatic Center and delivery of equipment to the Aquatic Center. By entering this lease CITY is not limiting its own use of the access road. YETI's use of the access road is not exclusive and YETI must share use of the road with CITY's operations. Furthermore, there is a road to the east of the access road that provides vehicular access to the Lake at the Hills. Use of this road to facilitate YETI's operation is not included in this lease and YETI shall use its best efforts to keep employees, volunteers, and customers from parking along or using this road.

- D. Access for customers, spectators, volunteers, and all YETI personnel shall be either through the Aquatic Center or through the walking path to the north of the Aquatic Center. All customers, spectators, volunteers, and YETI personnel shall be required to use the existing parking facilities located to the west of the Aquatic Center.
- E. YETI and its volunteers, employees, spectators, and customers shall be allowed access to the Aquatic Center through existing public access points in order to access restroom facilities, CITY operated concession stand, and the lobby area as a warming area. This access will be limited to hours when the Aquatic Center is open for business. YETI will not be provided a key to the Aquatic Center. If access to the Aquatic Center is necessary during non-business hours YETI shall coordinate with the Aquatic Center staff and incur an additional ten dollar (\$10) per hour fee.

F. Limitations on use of leased property shall include the following:

1. Hours of operation for YETI shall be limited to 7 a.m. to 10:30 p.m. Monday through Saturday. These operational hours shall apply to YETI staff maintenance activities for the rink as well as any use of the rink by YETI's customers, volunteers, or any other person using the rink, either with or without compensation to YETI. Use of the rink is prohibited on Sundays.
2. The outdoor use of sound amplification equipment is only allowed between 10a.m. and 8 p.m.
3. Prior to November 25th YETI shall provide a detailed operational schedule to CITY for its anticipated season. The schedule shall include hours of operation, including Holiday hours, league schedules, and other scheduled uses of the ice rink.

ARTICLE II.

LEASE AMOUNT.

1. CITY shall lease the space for the rink, access, parking, pedestrian access, and access to the Aquatic Center to YETI on a monthly basis for five hundred dollars (\$500.00) or 5% of YETI's gross sales, whichever is greater. For purposes of this agreement the term "gross sales" shall include, but not be limited to, revenue that may be paid to YETI prior to or after its regular season for all items including, but not limited to, pre-sold season tickets, daily admissions, private facility rentals, skate rentals, skate sharpening, clinics, group lessons, private lessons, leagues, classes, revenue generated from sale of advertising space, or any

other source of revenue reasonably related to operating the ice rink on City's property. Gross sales shall specifically exclude items such as off season and/or off premise fund raisers. YETI shall have a duty to disclose all sources of income to CITY and itemize sources of income YETI believes are excluded from gross sales. CITY will evaluate the revenue sources related to possible future lease renewals. YETI shall provide the Leisure Services staff an accounting on a monthly basis which shall include all gross revenue received by YETI from any source whatsoever. During its operating season YETI shall pay to CITY on a monthly basis the greater of five hundred dollars (\$500.00) or 5% of its gross revenue. Lease payments shall be paid by the tenth (10th) day of the month after the month in which the revenue is received. The first lease payment during the operating season shall include and account for all revenue generated between the close of the prior season and re-opening for the current season. Any partial months of operation shall be paid to CITY at a pro-rated amount. Any late payments are subject to a 5% late charge per day.

2. In addition to the base lease amount YETI will be required to pay CITY the cost of electricity and natural gas.
 - A. CITY has spent the funds necessary to purchase and install an electrical meter so that the power consumed by YETI can be measured separately from the power used by the aquatic center. As reflected by the meter readings, YETI shall pay to CITY the monthly cost for the power used by YETI. In addition to electricity YETI uses natural gas. YETI's use of natural gas is not calculated by a separate meter from the natural gas use at the Aquatic Center. CITY and YETI agree to a monthly

charge of five hundred dollars (\$500.00) for natural gas. YETI shall pay to CITY the cost for electricity and natural gas within ten (10) calendar days of receiving the billing information from CITY. If YETI does not make the payment within the time frames set forth herein CITY may impose a 5% late fee for each day YETI is late.

- B. The cost of water and garbage removal are included in the base rent and YETI will not receive a separate bill for these utilities.

ARTICLE III.

DURATION.

1. This lease agreement shall last for one (1) year from the time it is signed by both parties. The lease may be renewed by both parties on a year by year basis for as long as both parties are willing to extend the lease. During the renewal process the parties reserve the right to re-negotiate the terms contained herein.
2. During the term of the lease YETI shall have use of the property mentioned herein for the purposes of constructing, operating, maintaining, and removing the ice rink from the 1st of October through the 30th of April.

ARTICLE IV.

INDEPENDENT CONTRACTOR.

1. YETI, its employees, officers, agents, volunteers, and assigns shall have control over: how they do their work; who provides the necessary tools and equipment for them to conduct their work; the method and manner of payment for their work; methods and manner of compensation for injuries during their work; and general matters related to their business.

They are contractors providing a service. They are strictly independent contractors and in no way are they to be considered agents or servants of CITY and CITY is not liable for their actions.

2. YETI shall be required to purchase and display a sign in a conspicuous location so that customers entering the leased property will have an opportunity to read the sign. This sign may state the rules related to the ice rink, but the sign shall clearly identify that the ice rink is owned and operated by YETI and that YETI is an independent contractor and a separate entity from CITY.

ARTICLE V.

LIABILITY AND INSURANCE REQUIREMENTS.

1. YETI shall maintain its own workers compensation insurance policy in accordance with the laws of the State of Utah. Prior to beginning operation of the ice rink YETI shall provide CITY a copy of an insurance certificate showing YETI has adequate workers compensation insurance to meet Utah's statutory requirements.
2. YETI shall indemnify and hold harmless CITY, its elected and appointed officials, its employees, agents, and assigns from any and all injury to persons or property caused by the negligence in the operation of the ice rink, the access to the ice rink, or any of YETI's facilities located on the leased property. This is intended to include injury to persons and property of third parties as well as injury or damage to CITY's buildings, infrastructure, and surrounding improvements. Prior to beginning operation YETI shall provide CITY with an insurance certificate naming CITY as an additional insured. The insurance certificate shall include at a minimum two million dollars (\$2,000,000.00) of general

liability coverage and property damage coverage. All other coverages shall be at standard industry rates. If this agreement is extended the insurance amounts will be re-evaluated and YETI will be required to purchase such insurance or umbrella coverage so that the coverage meets or exceeds the liability caps for the year in which they will be in operation.

ARTICLE VI.

USE AND ACCESS TO THE AQUATIC CENTER.

1. This lease shall include limited access to the Aquatic Center during hours when the Aquatic Center is open for business. The access shall be controlled by CITY and subject to CITY opening and closing of the building. YETI will not be provided a separate key to the building. The limited use of the Aquatic Center shall include:
 - (A) Access for YETI customers, volunteers, staff, and spectators from the parking lot to the ice rink;
 - (B) Access to the Aquatic Center restrooms for YETI customers, volunteers, staff, and spectators;
 - (C) Access to the designated ice rink changing room;
 - (D) Access to the Aquatic Center concession stands and lobby areas;
 - (E) YETI may request access to the Aquatic Center during off business hours, but YETI will have to pay CITY an additional ten dollars (\$10) per hour for off hour access; and
 - (F) YETI, its staff and all of its volunteers shall follow all duly established Aquatic Center Guidelines related to conduct within the building. In particular, this shall include guidelines that children under 8 years of age must be closely supervised by

a responsible adult.

2. This lease agreement shall not include the following uses of the Aquatic Center:
 - (A) Use of locker rooms;
 - (B) A key to the building;
 - (C) Use of the pools, and;
 - (D) Without a separate rental agreement, use of the multi-purpose rooms, locker rooms, showers, banquet rooms, storage areas, weight room and any other paid use areas.
 - (E) Any exceptions to this lease agreement may be made by CITY to allow YETI periodic access to other locations at the Aquatic Center for limited purposes.
3. YETI shall make arrangements to collect all of its entrance fees from its patrons at a location on the leased property. CITY will not collect fees from YETI patrons. City will not schedule ice time. As it relates to the ice rink CITY will not coordinate team activities. YETI shall be solely responsible for collecting its own fees and for scheduling all activities related to the ice rink.
4. Nothing in this lease shall be interpreted to allow CITY or YETI to attach anything to the exterior walls of the Aquatic Center.
5. YETI shall be responsible to provide notice that ice skates are prohibited from being worn within the Aquatic Center, with the sole exception of game time access to the changing room, which YETI will be responsible to ensure that rubber mats are in place for walking on from the rink to the changing room. YETI shall enforce a policy prohibiting ice skates from being worn in the Aquatic Center. YETI shall be strictly liable for any damage done to the interior or exterior surfaces of the Aquatic Center resulting from any YETI customer,

volunteer, employee, spectator, or invitee using ice skates. The insurance policy YETI is required to secure pursuant to the conditions of this lease agreement shall cover damage caused to any surface of the Aquatic Center by any YETI customer, volunteer, employee, spectator, or invitee using ice skates.

6. At CITY's sole discretion, YETI may be required to erect netting around the south and west sides of the ice rink to protect the Aquatic Center from being damaged by flying objects. This includes but is not limited to hockey pucks. The net must be of such a quality and height that is reasonably agreeable to CITY and YETI so that it is designed to protect the Aquatic Center. If CITY does require YETI to install netting CITY shall provide reasonable notice of such a requirement. If YETI fails to install the netting in a reasonable time CITY may require all operations to be suspended until such time as the netting is installed.

ARTICLE VII.

PERMISSIBLE USE OF LEASED PROPERTY.

1. YETI agrees as a condition to this lease and to the use and occupancy of the leased property that YETI shall at all times use the lease property for the purpose of constructing, maintaining, operating, and disassembling an ice rink. It is the purpose of this lease to foster and abet the public private partnership in favor of providing a temporary and seasonal location for an ice rink. Uses of the leased property that are not normally incidental to the operation of an ice rink are prohibited.
2. YETI shall be responsible for the removal of snow and ice within the leased property.

This shall include removal of snow and ice from the ice rink as well as pedestrian ways within the leased property. All snow and ice removed by YETI within the leased property shall be deposited within the leased property. YETI shall be responsible to manage the snow and ice removal and shall also be responsible to keep people, particularly children, from playing on snow piles. YETI shall be liable for injury resulting from people, particularly children, playing on snow piles and said liability shall be covered by the insurance policies required in this lease agreement.

3. Prior to storing or using any hazardous materials on the leased property that are used to support the operation of the ice rink YETI shall tell the Aquatic Center management the type and quantity of hazardous material as well as information contained in the relevant material safety data sheets. CITY reserves the right to disallow the use or storage of any hazardous materials within the leased property. CITY shall not unreasonably withhold its consent to use such materials that are necessary for the operation of the ice rink.
4. Within the leased property YETI will be allowed to store such equipment and facilities as are necessary for the operation of the ice rink. Storage of other equipment, materials, or storage facilities is prohibited. Construction vehicles and equipment necessary to construct and remove the ice rink shall be allowed on the leased property during construction and removal. Construction vehicles and equipment shall be removed immediately when construction and removal activities are finished. Storage of vehicles on the leased property, other than those necessary for maintenance and operation of the ice rink, is prohibited.
5. YETI shall be responsible to monitor the leased property on at least a daily basis for trash

and debris removal. YETI shall have access to CITY's garbage dumpster located on the east side of the Aquatic Center. All trash and debris shall be deposited in the CITY's dumpster. YETI may use onsite garbage cans during operational hours that it supplies, but said cans shall be emptied daily into CITY's garbage dumpster.

6. YETI shall not permit any part of the leased property to be used for any unlawful purpose or for any purpose or use that may constitute a nuisance or fire hazard. YETI shall not allow the leased property or any part thereof to be used or occupied for any purpose in violation of any law, lawful order, rule or regulation concerning the operation of CITY's public parks and grounds.

ARTICLE VIII.

REMEDIES FOR DEFAULT.

1. Failure to abide by the terms and conditions of this agreement shall constitute an act of default. The non-defaulting party shall be required to provide the party alleged to be in default written notice of the default. The written notice shall state the provision of the agreement that it is alleged the defaulting party has violated and the actions of the defaulting party that are alleged to have caused the default. This notice shall provide the alleged defaulting party 10 days to cure the default. If the party alleged to be in default requires additional time to cure the default, it may ask but it has to provide a reason why they need more time and a date by which the default will be cured. Providing notice of default and an opportunity to cure as required in this paragraph shall in no way be interpreted to restrict or limit CITY's ability to assess late payment fees as set forth in this agreement.

2. If YETI is in default after being given notice and an opportunity to cure as contained herein CITY, in addition to any other remedy available at law or equity, may restrict any further customer access to the leased property until the default is cured.
3. YETI shall surrender the leased property to CITY in a condition that is free and clear of all of YETI's seasonal improvements no later than April 30th during each year that this agreement is in effect, or upon failure to cure a default where YETI has been given notice of the default and an opportunity to cure. Prior to April 30th of each year YETI shall discontinue use of the ice rink, and conduct any necessary and appropriate maintenance activities so that the rink and other equipment used during the operation of the ice rink may be stored on the property until the next season. YETI assumes all of the risk that its equipment may be stolen, damaged, or otherwise injured by storing its equipment on CITY's property. No bailment is created and CITY shall have no duty to protect YETI's property. If this agreement is terminated or not renewed YETI shall have twenty (20) days to remove all of its equipment from CITY's property. Any equipment not removed shall be forfeit to CITY.
4. Once the notice and opportunity to cure provisions of this agreement have been complied with, this agreement shall not be interpreted to restrict or prohibit CITY or YETI from exercising any legal or equitable remedies they may have.

ARTICLE IX.

MISCELLANEOUS PROVISIONS.

1. YETI's interest in this lease may not be subordinated, mortgaged, hypothecated or

otherwise encumbered without the express prior written consent of CITY.

2. No assignment of YETI's leasehold interest in the leased property will be permitted without the express written consent of CITY. All assignments of YETI's leasehold interest herein shall be subject to and regulated by all of the conditions in this lease agreement.
3. This agreement is between YETI and CITY. It is not intended to create any interest on behalf of any third party. No third party or third party group that may wish to use the ice rink shall have any rights or remedies under this agreement.
4. CITY at its sole option may include material produced by YETI in CITY advertising. This may include pamphlet stands, web sites, Facebook, and other such advertising methods that CITY may have that do not cost CITY additional revenue to include YETI material. This shall only include materials that YETI has published, CITY will not write advertisement material for YETI. This does not include advertisement opportunities that CITY has that CITY normally sells to third parties. CITY reserves the right to reject any advertising material submitted by YETI that CITY deems to be offensive or in poor taste.
5. YETI shall provide CITY with a contact list for its employees and volunteers. This contact list shall include working phone numbers, names, and a title showing what capacity each individual has within the YETI organization. The contact list may also include email addresses.
6. YETI shall adopt an emergency plan designed to protect people and property in the case of an emergency situation arising on the leased property. YETI shall maintain at least one

employee or volunteer on the property during all business hours that has a charged and operable cell phone. YETI shall train its employees and volunteers as to what actions they are to take during an emergency.

7. CITY's failure to enforce one or more of the terms herein is not a waiver. No failure by CITY to insist upon the strict performance of any term, condition or covenant of this agreement or to exercise any right or remedy available on a breach of any condition or covenant of this agreement, and no acceptance of full or partial rent or performance hereunder shall constitute a waiver of any such breach or any such term, condition or covenant. No term, condition or covenant of this agreement required to be performed by YETI, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by CITY. No waiver of any breach shall affect or alter any term, condition, or covenant of this agreement, and such term, condition, or covenant shall continue in full force and effect with respect to any other than existing or subsequent default or breach thereof, and any other or subsequent default or breach may be enforced by CITY as provided in this agreement.
8. CITY shall have the right to enter upon the leased property during reasonable hours (except in an emergency) to examine the leased property and take care of any CITY infrastructure thereon. CITY may access the leased property to abate any nuisances or hazardous conditions on the leased property. If CITY has to abate a nuisance or hazardous condition on the leased property CITY shall have the right to bill YETI for such services and YETI shall have the obligation to pay said bill.
9. YETI represents that it has examined the leased property and accepts the leased property in

as is condition without any representation or warranty, express or implied in fact or by law, by CITY as to the title, nature, condition or usability of the property for the purpose set forth herein. CITY warrants to YETI that it has title to the property, and the capacity, both legal and actual, to enter into this lease and to grant the leasehold estate, subject to any applicable terms and conditions of any bonds used in the construction of the Aquatic Center that may be outstanding and that may have an impact on the leasehold estate.

10. YETI shall maintain all appropriate licensing as well as collecting and paying all appropriate sales and use taxes. This includes, but is not limited to, obtaining a CITY business license, obtaining a state tax I.D. number, and paying to the State of Utah all applicable sales and use taxes.
11. CITY shall not be responsible for any washouts, subsidence, avulsion, or settling of the premises, nor for any injury caused thereby to YETI's property or any person occupying the property. CITY shall not be obligated to replace, refill, or improve any part of the leased premises during YETI's occupancy, in the event of such washouts, subsidence, avulsion, or settling of the property.
12. No destruction or damage to any structure or improvement on the leased property, or that affects access to or use of the property, by act of God, acts of terror, civil unrest, military action, by fire, rain, snow, ice, windstorm, earthquake, aircraft accident, or any other casualty or action of the elements shall entitle YETI to surrender possession of the leased property, to terminate this lease, to violate any of its provisions, or to cause any rebate or abatement in rent when due or thereafter.
13. Conditioned upon YETI's paying the rent provided herein and performing and fulfilling all

covenants, agreements, terms, duties, responsibilities, and conditions contained in this lease agreement, YETI shall have and may enjoy the leased premises.

14. This agreement shall not be modified, altered, or changed in any way whatsoever unless in writing and signed by CITY and YETI.
15. Any notice required to be given by this agreement shall be deemed to have been sent and received if sent via regular first class mail, postage prepaid, or by email to the following:

Cedar City Corporation
c/o Leisure Services Director
10 North Main Street
Cedar City, Utah 84720
cedarcityevents@gmail.com

YETI
c/o Kerry Fain
2433 West 5900 North
Cedar City, Utah 84721
kerry@yetiskates.org

If CITY or YETI change the above contact information they shall notify the other party within 30 days of said change.

16. All disputes resulting in legal action shall be governed by the laws of the State of Utah. Jurisdiction shall be vested in the District Courts in and for the State of Utah. Venue is vested in the 5th Judicial District Court in and for Iron County, State of Utah or in any other successor district court of competent jurisdiction.
17. In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision contained herein, provided the invalidity of such covenant, condition or provision does not materially prejudice either CITY or YETI in its respective rights and obligations contained in the valid covenants, conditions, and provisions of this agreement.

18. CITY has constructed improvements upon the leased property including, but not limited to: grubbing and leveling the property; providing necessary power and hot water; purchase and installation of four light poles containing a total of 16 musco outdoor lights; concrete sidewalk from the ice rink to the parking lot and a concrete pad for the Zamboni; purchase and installation of an air curtain at the doors leading from the Aquatic Center to the ice rink; purchase and installation of power meter to measure YETI's power consumption separate from the Aquatic Center's power consumption; locating miscellaneous items within the leased property including portable bleachers, temporary barricade(s), picnic tables; and fencing around the leased property. CITY has spent in excess of one hundred and twenty thousand dollars (\$120,000.00) in support of the YETI project. The use of CITY revenue from any source is at the sole discretion of CITY. Use of future City revenue from any source is at the sole discretion of CITY in compliance with CITY ordinance and State Statute. Nothing in this agreement shall be interpreted to prohibit or require CITY to expend funds or use equipment to support the ice rink.
19. This is an integrated agreement. No prior or subsequent written or oral representations from CITY or YETI shall be deemed to modify this agreement, modifications shall only be allowed as contained herein. This agreement shall be interpreted on the four corners of the agreement.
20. This agreement has been provided to YETI and CITY and both parties have been provided ample opportunity to review and contribute to the agreement. This is a negotiated agreement and it shall not be interpreted against the author due to the fact that the author wrote the agreement.

21. Each person signing this agreement represents that they have done everything necessary to be able to bind each entity to the provisions contained herein.
22. During the term of this lease, and any extension thereof, CITY agrees not to compete with YETI by purchasing, constructing, and operating an ice rink. If CITY determines it is in CITY's best interest to enter the ice rink business CITY will consider purchasing YETI's equipment. Any purchase of YETI's equipment is at the sole discretion of CITY.

(intentionally left blank)

CITY'S SIGNATURE PAGE.

Dated this ___ day of _____, 2016.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

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 L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC

YETI's SIGNATURE PAGE.

Dated this _____ day of _____, 2016.

KERRY FAIN
PRESIDENT
YETI

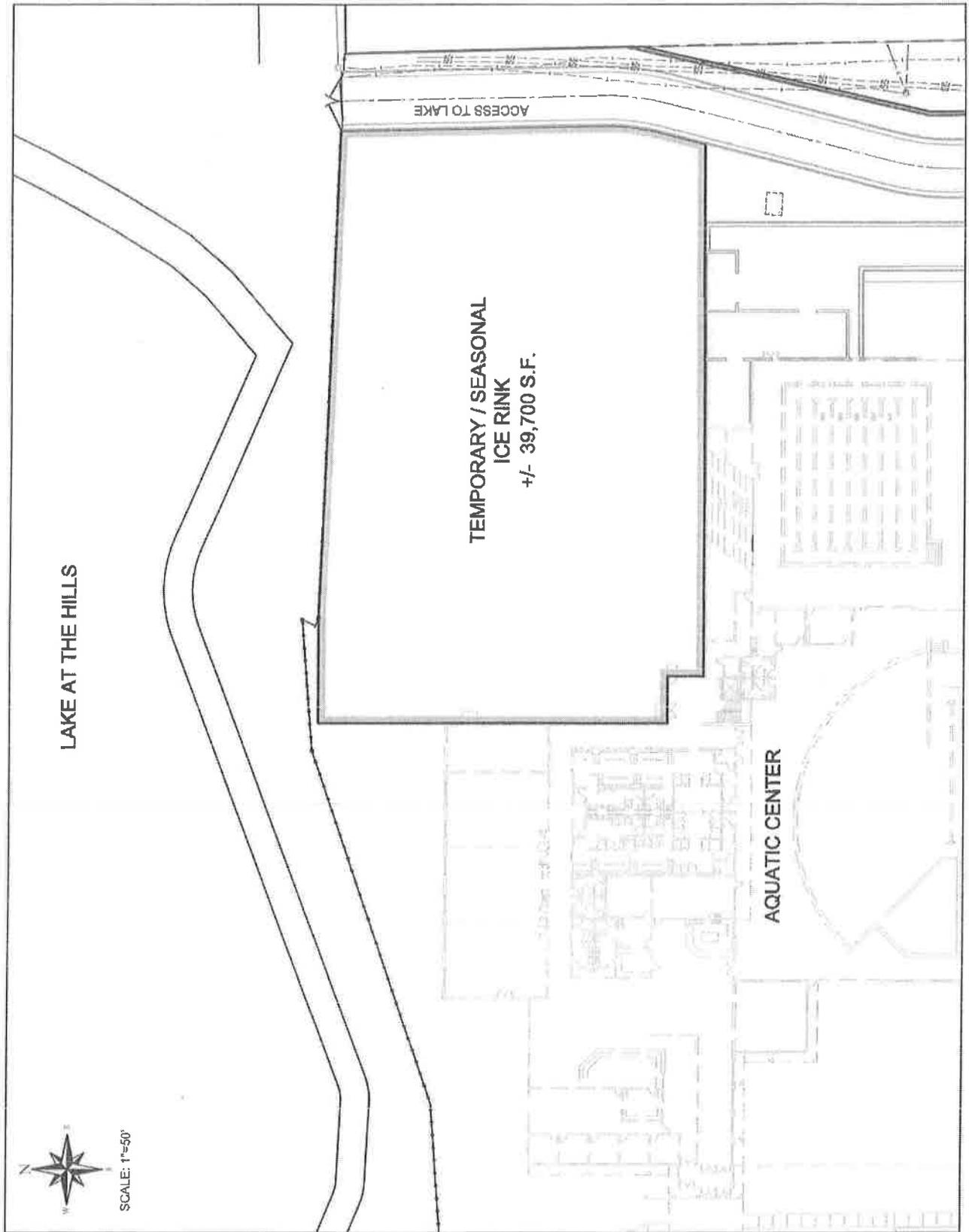
STATE OF UTAH)
 :SS.
COUNTY OF IRON)

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

NOTARY PUBLIC

EXHIBIT “A”

Map showing temporary/seasonal ice rink leased property.



Concessions Revenue Models

There are 2 types of revenues models listed below. The first is the revenue model showing what revenues would be if we did the proposed 50/50 take on profits; profits being defined as take home after expenses including yeti now paying a worker at the concessions stand. The second is a model showing 5% of total revenue.

Lets say they use the same pricing structure that we use at our concessions stand and we take the product hot chocolate. Our cost per cup is about \$0.65 and we charge \$1.25 per cup leaving us a profit after materials of \$0.60. This does not include the cost for labor. Applying this priciple lets say they sell 25 cups per hour, this is the breakdown:

Matching 5% of revenue	50/50 profit split
retail price \$1.25	Profit margin/cup \$0.60
units sold/hr 25	units sold/hr 25
revenue <u>\$31.25</u>	Profit margin <u>\$15.00</u>
5% \$1.56	Minus labor <u>\$7.50</u>
Aquatic center profit <u>\$1.56</u>	Gross Profit <u>\$7.50</u>
	Aquatic center profit <u>\$3.75</u>

Here is the same scenario with 50 cups per hour

Matching 5% of revenue	50/50 profit split
retail price \$1.25	Profit margin/cup \$0.60
units sold/hr 50	units sold/hr 50
revenue <u>\$62.50</u>	Profit margin <u>\$30.00</u>
5% \$3.13	Minus labor <u>\$7.50</u>
Aquatic center profit <u>\$3.13</u>	Gross Profit <u>\$22.50</u>
	Aquatic center profit <u>\$11.25</u>

By way of note, the aquatic center averages about 15 cups **per day** of hot chocolate.

Invoice dated 1/13/16

Covers:

- November Monthly Gross Sales
- December Monthly Gross Sales
- Prorated Nov. Questar Bill
- December Questar Bill
- Rocky Mountain Power
- Employee Hours for Nov. and Dec.

Cedar City Leisure Services Department
 Aquatic Center Division
 2090 W. Royal Hunte Dr.
 Cedar City, UT 84720
 Attention: Ruth Sessions - 865-9223



INVOICE

YETI - The Glacier Ice Skating Rink
 Attention: Kerry Fain
 Kerry@yetiskates.org
 Attention: Spencer Douglas
 spencer@staheliwest.com

Invoice # 0000056
Invoice Date 01/13/2016
Due Date 01/13/2016

Item	Description	Unit Price	Quantity	Amount
Service	November Monthly Gross Sales (5% or \$500) - \$3,531.00	500.00	1.00	500.00
Service	December Monthly Gross Sales (5% or \$500) - \$25,777.00	1288.85	1.00	1,288.85
Service	Questar - Prorated November (Opened 11/20/15-11/30/15)	185.00	1.00	185.00
Service	Questar - December	500.00	1.00	500.00
Service	Rocky Mountain Power - 11/20/15-1/7/16 (Meter Read 1/7/15) 106319.5 kWh x .035420 = \$3,765.84)	3765.84	1.00	3,765.84
Service	Employee Hours - Nov & Dec 2015 November - 11 hrs / December - 25.5 hrs	10.00	36.50	365.00
Subtotal				6,604.69
Total				6,604.69
Amount Paid				6,604.69
Balance Due				\$0.00

NOTES: *Hockey and Learn to Skate Program Totals will be included in January's totals.
 *Utah High School Hockey will be billed out at the end of the season in February.
 *The sponsorship's will be on the next bill as well.
 *They are not using the box rentals this year and they have no equipment rental this year.

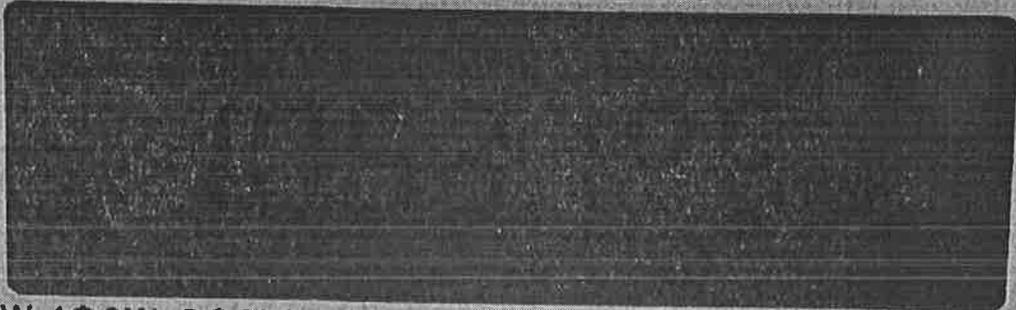
November 2015 Gross Sales		
Item	Quantity	Gross Sales
10 Punch Pass	2	\$90.00
Cheap Skate	83	\$166.00
Cheap Skate Rental	77	\$77.00
Coupon For Skating	1	\$0.00
Drop In	10	\$50.00
Family Night +	16	\$64.00
Family Night Pass	14	\$280.00
Late Skate	30	\$60.00
Late Skate Rental	28	\$28.00
Public Rental	420	\$840.00
Public Skate	466	\$1,864.00
Punch Pass Usage	30	\$0.00
Skate Sharpen	4	\$12.00
Starving Student Use	13	\$0.00
TOTAL	1,194	\$3,531.00

December 2015 Gross Sales		
Item	Quantity	Gross Sales
10 Punch Pass	8	\$360.00
5 Punch Pass	13	\$325.00
Cheap Skate	524	\$1,048.00
Cheap Skate Rental	594	\$594.00
Coupon For Skating	26	\$0.00
Drop In	19	\$95.00
Family Night +	31	\$124.00
Family Night Pass	24	\$480.00
Late Skate	69	\$138.00
Late Skate Rental	63	\$63.00
Public Rental	3307	\$6,614.00
Public Skate	3965	\$15,860.00
Punch Pass Usage	147	\$0.00
Single Punch Pass	5	\$25.00
Skate Sharpen	17	\$51.00
Starving Student Use	145	\$0.00
TOTAL	8957	\$25,777.00

Multiplier - .035420

EKM METERING

Omnimeter I v.3



● 800
imp/kWh



1Φ2W, 1Φ3W, 3Φ3W, 3Φ4W Universal kWh Meter IEC62052-11
1x120-415V, 2x120-480V, 3x120-480Vac 50/60Hz 62053-21
10(200)A CL200 TA=30 Kh/Ki=1.25 CTR=200A:26.6mA Mod.EKM-OMiv3

S/N000000017663

5,765.84

Rocky Mtn. Power

1-866-810-3419

Acct. # 154948812-0194

Item # 283

Ruth Sessions

From: Kerry Fair <kerry@yetiskates.org>
Sent: Tuesday, January 12, 2016 12:00 PM
To: Ruth Sessions
Cc: spencer@staheliwest.com
Subject: November December 2015 totals

Hi Ruth,

Here are November and December totals. I have not included the hockey and learn to skate program totals yet, since I have new people signing up and payment plans going with many of the players until the end of this month. I will include them in January's totals. I also bill out Utah High School Hockey at the end of the season in February for all of the ice rental for games so you will see it on February's totals. Please let me know if you need anything else, and when you have the power bill ready and we will get everything right over.

Kerry

Sent via the Samsung Galaxy S@ 5 ACTIVE™, an AT&T 4G LTE smartphone

Ruth Sessions

From: Kerry Fair <kerry@yetiskates.org>
Sent: Tuesday, January 12, 2016 3:46 PM
To: Ruth Sessions
Subject: RE: Attachments

We decided against the box rentals this year, and instead just send them to the aquatic center for room rental. We have had no equipment rental this year, most adults have picked up their own stuff and have even been sharing with each other. We do not charge anything towards youth equipment. I'll have the sponsorships on the next bill also if that is alright.

Sent via the Samsung Galaxy S® 5 ACTIVE™, an AT&T 4G LTE smartphone

----- Original message -----

From: Ruth Sessions <sruth@cedarcity.org>
Date: 01/12/2016 3:10 PM (GMT-07:00)
To: 'Kerry Fair' <kerry@yetiskates.org>
Subject: RE: Attachments

Thanks Kerry!

Last year you also had a category for Equipment Rental, Board Advertisement and Box Rental. Do you have any earnings from any of those this year?

Thanks so much for getting this to me! I hope your son is doing better.

Ruth

From: Kerry Fair [<mailto:kerry@yetiskates.org>]
Sent: Tuesday, January 12, 2016 12:01 PM
To: Ruth Sessions
Cc: spencer@staheliwest.com
Subject: Attachments

I'm so bad at remembering to attach stuff.

Invoice dated 2/10/16

Covers:

- January Monthly Gross Sales
- January Questar Bill
- Rocky Mountain Power
- Employee Hours for January

January 2016					
Item Name	Items Sold	Gross Sales	Items Refunded	Refunds	Net Sales
10 Punch Pass	8	\$360.00	0	\$0.00	\$360.00
5 Punch Pass	7	\$175.00	0	\$0.00	\$175.00
Cheap Skate	433	\$866.00	0	\$0.00	\$866.00
Cheap Skate Rental	419	\$419.00	0	\$0.00	\$419.00
Coupon For Skating	3	\$0.00	0	\$0.00	\$0.00
Drop In	28	\$140.00	0	\$0.00	\$140.00
Family Night +	16	\$64.00	0	\$0.00	\$64.00
Family Night Pass	9	\$180.00	0	\$0.00	\$180.00
Late Skate	147	\$294.00	0	\$0.00	\$294.00
Late Skate Rental	52	\$52.00	0	\$0.00	\$52.00
Lean To Skate	1	\$50.00	0	\$0.00	\$50.00
Public Rental	2774	\$5,548.00	-6	(\$12.00)	\$5,536.00
Public Skate	3845	\$15,380.00	-6	(\$24.00)	\$15,356.00
Punch Pass Usage	161	\$0.00	0	\$0.00	\$0.00
Skate Sharpen	6	\$18.00	0	\$0.00	\$18.00
Starving Student Use	125	\$0.00	0	\$0.00	\$0.00
TOTAL					\$23,510.00

Youth Hockey Volunteer for fees	22	\$0
Youth hockey @ \$50	74	\$3,700
Adult Hockey Volunteer for fees	12	\$0
Adult Hockey @ \$125	82	\$10,250
Learn to Skate Class	9	\$315
Learn to Skate Private Lesson	12	\$120
Rink Sponsorship Full	2	\$1,500
Rink Sponsorship Discounted	3	\$1,500
Total		\$17,285

148048.2

Prev. Reading - 106314.5

41728.7 x .035720 =
1,478.03

Feb. 3, 2014

Multiplicar - .035720

EIKM METERING

Omnimeter I v.3



800
imp/kWh



1Φ 2W, 1Φ 3W, 3Φ 3W, 3Φ 4W Universal kWh Meter IEC 62052-11
1 X 120-415V, 2 X 120-480V, 3 X 120-480Vac 50/60Hz
10(200)A CL200 TA=30 kWh/kWh=1.25 CTR=200A:26.6mA Mod.EKM-OMIV3

S/N000000017663

Invoice dated 3/15/16

Covers:

- February Monthly Gross Sales
- Questar February Bill
- Rocky Mountain Power
- Employee Hours for February

Cedar City Leisure Services
 2090 W. Royal Hunte Dr.
 Cedar City, UT 84720
 Attention: Ruth Sessions



INVOICE

YETI - The Glacier Ice Skating Rink
 Attention: Kerry Fain
 Kerry@yetiskates.org
 Attention: Spencer Douglas
 spencer@staheliwest.com

Invoice # 0000062
Invoice Date 03/15/2016
Due Date 03/15/2016

Item	Description	Unit Price	Quantity	Amount
Service	February Monthly Gross Sales (5% or \$500) - \$9,463.00	500.00	1.00	500.00
Service	Questar	500.00	1.00	500.00
Service	Rocky Mtn Power - 2/4/16-3/7/16 (Meter Read 3/7/16 - 194942.3 kWh - Difference from last reading 194942.3 - 148048.2 equals 46894.1 x .035420 = \$1,660.99	1660.99	1.00	1,660.99
Service	Employee Hours - February 2016 = 20	10.00	20.00	200.00
NOTES: Final Invoice for 2015-2016 Season				
Subtotal				2,860.99
Total				2,860.99
Amount Paid				2,860.99
Balance Due				\$0.00

February 2016 Totals

Item Name	Items Sold	Gross Sales	Items Refunded	Refunds	Net Sales
Cheap Skate	327	\$654.00	0	\$0.00	\$654.00
Cheap Skate Rental	318	\$318.00	0	\$0.00	\$318.00
Drop In	14	\$70.00	-1	(\$5.00)	\$65.00
Family Night +	6	\$24.00	0	\$0.00	\$24.00
Family Night Pass	2	\$40.00	0	\$0.00	\$40.00
High School Ice Rental	n/a	\$1,890.00	n/a	n/a	\$ 1,890.00
Late Skate	46	\$92.00	0	\$0.00	\$92.00
Late Skate Rental	46	\$46.00	0	\$0.00	\$46.00
Public Rental	601	\$1,202.00	0	\$0.00	\$1,202.00
Public Skate	1277	\$5,108.00	0	\$0.00	\$5,108.00
Punch Pass Usage	9	\$0.00	0	\$0.00	\$0.00
Skate Sharpen	1	\$3.00	0	\$0.00	\$3.00
Starving Student Use	16	\$0.00	0	\$0.00	\$0.00
Tape	7	\$21.00	0	\$0.00	\$21.00
					\$9,463.00

EIKM METERING

Ommimeter 1 v.3

300

1000000



10-2W, 10-3W, 30-3W, 30-4W Universal kWh Meter IEC62052-11
1 x 120-415V, 2x120-480V 3x120 480Vac 50/60Hz 62053-21
10(200)A 6L200 TA-30 kWhK=1.25 CTR=200A/26.6mA Mod. 51M-011C

S/N0000000017663

#8

CHAPTER 39

CEDAR CITY FUNDING REQUEST ORDINANCE

ARTICLE I

RECREATION, ARTS, AND PARKS

LOCAL OPTION SALES TAX

SECTION 39-I-1	Purpose
SECTION 39-I-2	Statutory Authority
SECTION 39-I-3	Definitions
SECTION 39-I-4	Advisory Boards
SECTION 39-I-5	Use of Funds, and Certain Application Restrictions
SECTION 39-I-6	Allocation
SECTION 39-I-7	Application Information and Format
SECTION 39-I-8	Agreements and disbursement of RAP tax funds
SECTION 39-I-9	Unallocated funds

ARTICLE II

COMMUNITY EVENT PROMOTIONS AND NONMONETARY ASSISTANCE

SECTION 39-II-1	Purpose and Statutory Authority
SECTION 39-II-2	Definitions
SECTION 39-II-3	Nonmonetary Assistance
SECTION 39-II-4	Community Events Promotions

CHAPTER 39

CEDAR CITY FUNDING REQUEST ORDINANCE

ARTICLE I

RECREATION, ARTS, AND PARKS

LOCAL OPTION SALES TAX

Sections:

- 39-I-1 Purpose
- 39-I-2 Statutory Authority
- 39-I-3 Definitions
- 39-I-4 Advisory Board
- 39-I-5 Use of Funds, and Certain Application Restrictions
- 39-I-6 Allocations
- 39-I-7 Application Information and Format
- 39-I-8 Agreements and disbursement of RAP tax funds
- 39-I-9 Unallocated funds

SECTION 39-I-1 Purpose

Cedar City is host to numerous recreation and artistic events sponsored by public and private entities. Cedar City has a thriving park system that is in need of expansion to provide service to a growing community. In order to pay for some of the costs associated with recreation, arts, and parks, a majority of the voters in the 2005 municipal election approved the imposition of a one tenth of one percent (0.1%) sales tax (the RAP tax). Said tax was enacted by a vote of the Cedar City Council. The purpose of this article is to provide a structure for the distribution of the recreation, arts, and parks sales tax revenue, and to avoid conflicts between the Community Events Promotions funding requests.

SECTION 39-I-2 Statutory Authority

Cedar City has enacted the local option sales tax to fund recreation, arts, and parks and shall administer the disbursement of any funds generated by the same pursuant to the provisions of Title 59, Chapter 12, Sections 1401 through 1404, Utah Code Annotated, 1953 as amended. Cedar City will continue to abide by the foregoing provisions of State law in their current form, or as amended by the legislature.

SECTION 39-I-3 Definitions

As used in this article the following terms shall have the following definitions:

- (1) "Administrative unit" means a division of a private or nonprofit organization or institution that:
 - (A) would, if it were a separate entity, be a botanical organization or cultural organization; and
 - (B) consistently maintains books and records separate from those of its parent organization.

- (2) "Application form" means the official document, with noted attachments and supporting documentation to request funds collected pursuant to the RAP tax.

- (3) "Arts" means botanical organizations, cultural facilities, cultural organizations, and zoological organizations.

- (4) "Botanical organization" means:
 - (A) a private nonprofit organization or institution having as its primary purpose the advancement and preservation of plant science through horticultural display, botanical research, and community education; or
 - (B) an administrative unit.

- (5) "Cultural facility" means any publicly owned or operated museum, theater, art center, music hall, or other cultural or arts facility.

- (6) "Cultural organization" means:
 - (A) a private nonprofit organization or institution having as its primary purpose the advancement and preservation of:

- (I) natural history;
 - (II) art;
 - (III) music;
 - (IV) theater;
 - (V) dance; or
 - (VI) cultural arts, including literature, a motion picture, or storytelling; and
- (B) an administrative unit.

(7) "Cultural organization" does not include:

- (A) any agency of the state;
- (B) any political subdivision of the State of Utah; or
- (C) any educational institution whose annual revenues are directly derived more than 50% from state funds.

(8) "Institution" means any of the following:

- (A) the University of Utah;
- (B) Utah State University;
- (C) Weber State University;
- (D) Southern Utah University;
- (E) Snow College;
- (F) Dixie State University;
- (G) Utah Valley University;
- (H) Salt Lake Community College;
- (I) the Utah College of Applied Technology; and
- (J) other public post-high school educational institutions as the Legislature may designate.

(9) "Non-profit" means an organization or corporation that is not organized, created, operated or maintained to generate a profit or distribute income to its members, directors, or officers, or corporation. An organization automatically qualifies as a non-profit organization if it is operating under section 501 (C)(3) of the internal revenue service code.

(10) "Organization" means an association, corporation, government, governmental subdivision, agency, or partnership formally established to coordinate and carry out unified activities and goals.

(11) "Preservation and replacement fund" shall mean a fund established with RAP tax revenue that may be allowed to accumulate over time and shall only be spent on the preservation or replacement of Cedar City owned cultural facilities or Cedar City owned recreational facilities that would otherwise qualify for the use of RAP tax funding. All expenditures from the preservation and replacement fund shall be made only after recommendations by the appropriate RAP tax board and approval of the Cedar City Council.

(12) "Primary purpose" means the main goal, the fundamental intent, or the mission of an organization.

(13) "Qualifying expenses" means (A) yearly operating expenses of qualifying botanical organization or cultural organization; (B) yearly operating expenses or costs to construct facilities for qualifying recreational facility, zoological facility, or cultural facility, or (C) expenditures meeting the definition of the preservation and replacement fund.

(14) "Quorum" means a simple majority of the voting members.

(15) "Recipient organization" or "recipient" means an otherwise qualified organization or individual that has been approved by the City Council to receive a specific amount of RAP tax money for qualifying expenses.

(16) "Recreational facility" means any publicly owned or operated park, campground, marina, dock, golf course, playground, athletic field, gymnasium, swimming pool, trail system, cultural facility, or other facility used for recreational purposes.

(17) "Unallocated Funds" means any RAP tax funds that have accumulated due to earned interest, are not spent on the approved projects, or otherwise accumulate in the RAP tax funds.

(18) "zoological organization" means a public, public-private partnership, or private nonprofit organization having as its primary purpose the advancement and preservation of zoology.

SECTION 39-I-4 ADVISORY BOARDS

1. The Cedar City Council hereby creates two (2) advisory boards to be known as the arts advisory board and the parks and recreation advisory board. The purpose of the arts advisory board is to receive applications from arts groups that would qualify to receive RAP tax funds; review the applications; and recommend allocation of the arts portion of the RAP tax revenue to the Cedar City Council. The purpose of the parks and recreation advisory board is to receive applications from parks and recreation groups that would qualify to receive RAP tax funds; review the applications; and recommend allocation of the parks and recreation portions of the RAP tax revenue to the Cedar City Council.

2. Each advisory board shall be comprised of seven (7) people appointed by the Mayor with the approval of the City Council. Each member of the advisory board shall serve a term of four (4) years, unless they are reappointed by the Mayor and approved by the City Council. The advisory board shall nominate and elect one of its members to serve as the chairperson of the board. The chairperson shall conduct all meetings of the board, but shall not vote unless there is a tie. In order to conduct business, there must be a quorum present. If a member of either board should resign, the Mayor shall appoint a replacement to serve out the remainder of the resigning person's term.

A. The terms of the initial appointees shall be staggered. The Mayor shall designate three (3) members of each board to serve four (4) year terms, two (2) members to serve three (3) year terms, and two (2) members to serve two (2) year terms. All appointments after the initial formation of the board shall serve a complete four (4) year term.

3. Each board shall meet once per year to consider applications, and make recommendations to the City Council, this shall be the annual board meeting. The yearly meeting of each board shall be as soon as reasonably possible after the Cedar City Council approves its next fiscal year's budget. Depending on the amount of revenue collected, the Mayor may suspend the board meetings in 2006. The board may conduct additional meetings as necessary with the consent of the majority of the board members.

4. All meetings of each board shall be open to the public and in compliance with the Utah Open and Public Meetings Act, UCA §52-4-1 through 52-4-10.

5. In addition to the notice requirements of the Utah Open and Public Meetings Act, City staff shall cause notice of the annual board meeting to be sent to applicable organizations that qualify for RAP tax money and have registered with City staff. This notice shall be sent at least thirty (30) days prior to the meeting and shall contain an application for RAP tax funding, and a deadline for submission of the completed application not less than fourteen (14) days prior to the scheduled meeting. Staff shall only

be responsible to send the above notice to the organization's representative at the address given to City Staff by the organization. The individual organizations shall be responsible to keep their contact information updated. Each board shall cause to be published a notice in the local paper no less than thirty (30) days in advance of the meeting stating that applications for RAP tax funds are being accepted; that interested persons or groups should contact City Staff for information and applications; and setting a deadline for the receipt of applications.

SECTION 39-1-5 Use of Funds, and Certain Application Restrictions

1. The funds generated by the RAP tax shall be used for qualifying expenses as defined in this chapter, and defined by Utah Code Annotated Title 59, Chapter 12, Sections 1401 through 1404. It shall be the duty of the advisory boards and City staff to evaluate each application to ensure that the proposed use of the funds complies with the qualifying expenses as defined in this chapter.

2. In addition to the requirements of State Law adopted above, the following standards shall apply to the use of and application for RAP tax funding:

- A. In order to assure the fair distribution of the limited pool of RAP tax funds available and to discourage double dipping no organization, cultural facility, cultural organization, botanical organization, institution, recreational facility, zoological organization, or administrative unit thereof shall be allowed to receive funding for more than one application per year. Applications may contain requests for multiple purposes, but only one application will be allowed. Also, no organization, cultural facility, cultural organization, botanical organization, institution, recreational facility, zoological organization, or administrative unit thereof shall be allowed to receive funding from RAP tax money as well as funding from the Community Promotions fund as set forth in article II of this chapter.
- B. During the application process the applicant shall designate, consistent with the organization's primary purpose, whether they are requesting funding from the RAP tax arts fund, the RAP tax parks and recreation fund, the RAP tax arts preservation and replacement fund, or the RAP tax parks and recreation preservation and replacement fund. The applicant may request and receive assistance from staff when making this determination. Once the designation is made by the applicant it shall be reviewed by City staff to determine if the applicant qualifies for RAP tax funding from the selected fund. If it is determined that the applicant has requested RAP tax funding from a fund for which the applicant does not qualify, the applicant may choose to apply for RAP tax funding from the fund for which the applicant does qualify.

- C. The deadline for returning the applications shall be specified in both the newspaper advertisement and the application form. Applications received after the application deadline shall be rejected by staff and may not be considered by either the advisory board or City Council. It is the responsibility of the individual organizations to make sure their applications are turned in prior to the deadline.

SECTION 39-I-6 Allocation

The entire amount of RAP tax collected shall be budgeted every year. Of the entire amount of RAP tax collected 10% shall be budgeted in a preservation and replacement fund. After the allocation of the initial 10% the remaining funds shall be allocated 1/3 to recreation, 1/3 to arts, and 1/3 to parks. All recommendations made by the advisory boards and expenditures made by the City Council shall comply with this basic allocation of funds.

The entire preservation and replacement fund shall be allocated 1/3 to recreation, 1/3 to arts, and 1/3 to parks. All allocations made by the advisory boards and expenditures of the preservation and replacement fund made by the City Council shall comply with this basic allocation.

SECTION 39-I-7 Application Information and Format

All applications for RAP tax funds shall contain the following information:

1. Applicant's name;
2. Applicant's mailing address;
3. Applicant's physical address;
4. Applicant's phone number;
5. Applicant's email address;

6. Applicant's fax number;
7. Proof of applicant's non-profit status;
8. An attachment showing the applicant's detailed financial statement for the last year, including:
 - A. Sources of income;
 - B. Amounts of income;
 - C. Types of expenses; and
 - D. Amounts of expenses;
9. Proposed qualifying expenses to be paid with the RAP tax money;
10. The amount of RAP tax revenue the applicant is requesting;
11. A detailed statement describing what the RAP tax money will be used to pay for, including, if applicable, bids for proposed improvements;
12. If the applicant has received RAP tax money within the past three (3) years, an accounting showing how the prior RAP tax appropriations have been spent, and
13. Any other information that is reasonably related to determining where the RAP tax money should be spent and is requested by the board.

The following is a sample of the application to be used for funding requests. It is illustrative only and may from time to time be altered by the Mayor, City Council, or City Staff as long as it requires the information stated above:

RAP TAX FUNDING APPLICATION

NOTICE TO APPLICANT:

The information provided on this application constitutes a request to receive funding from the RAP tax revenues. Please complete the application in its entirety. If more space is necessary, please attach additional information to the form and reference the attachment in the appropriate section. Applications received after the due date shall be rejected.

All information on this application must be, to the best of your knowledge, true and accurate. Making a false statement on this form is a criminal act in violation of Title 76, Chapter 8, Section 504, Utah Code Annotated, 1953 as amended. In addition to criminal punishment, any application containing false or misleading information will be rejected.

Choose which RAP tax fund the applicant is applying for:

Arts

Arts Preservation and Replacement

Parks and Recreation

Parks and Recreation Preservation and Replacement

1. Applicant's name: _____
2. Applicant's mailing address: _____
3. Applicant's physical address: _____
4. Applicant's phone number: _____

5. Applicant's fax number: _____

6. Applicant's email address: _____

7. Proof of applicant's non-profit status: _____

8. Attach a detailed financial statement showing the following information for the applicant's prior fiscal year:

- A. Sources of income;
- B. Amounts of income;
- C. Types of expenses; and
- D. Amounts of expenses;

9. Proposed qualifying expenses to be paid with RAP tax money:

10. Amount of RAP tax money the applicant is requesting _____

11. Detailed statement describing what the RAP tax money will be used for, including, if applicable, bids for proposed improvements:

-
12. If the applicant has received RAP tax money within the past three (3) years, provide an accounting showing how the prior RAP tax appropriations have been spent, or if applicable, the amount of RAP tax money granted to the applicant that is saved for a future project:

-
-
13. Any other information the applicant would like to provide:
-
-

A notice stating the application due date.

SECTION 39-I-8 AGREEMENTS AND DISBURSEMENT OF RAP TAX FUNDS

1. RAP tax funding agreements. Organizations receiving RAP tax allocations shall enter into an agreement with Cedar City prior to receiving any RAP tax funds. At a minimum the agreement between the City and the organization receiving RAP tax funding shall include the following items:

- A. A statement that to the greatest extent possible funds shall be expended within Cedar City. Also, that the funds shall be spent for the qualified expenditures approved by the City Council.
- B. A statement that the organization receiving the RAP tax funding will agree to submit a detailed income/expenditure report showing how the RAP taxes were spent.
- C. The following statement related to the nature of the RAP tax funds being public funding:

For purposes of this section “public funds” means monies, funds, accounts, regardless of the source from which they are derived and includes funds allocated through the Cedar City RAP tax program. Public funds also include accounts or funds that have been transferred through the Cedar City RAP tax program to private or public entities that have contracted with Cedar City for the expenditure of said funds. Recipient organization’s responsibility for public funds. The recipient organization expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these public funds as authorized by law and this agreement. The recipient organization understands that it, its officers, and employees may be criminally liable under Utah Code Annotated §76-8-402, for misuse of public funds. The recipient organization understands that the City may monitor recipient organization’s expenditure of the public funds.

- D. Cedar City reserves the right to audit the use of the RAP tax funds and the accounting of the use of the RAP tax funds received by the recipient organization under this agreement. If an audit is requested by the City the recipient organization shall cooperate fully with Cedar City and/or its auditors in the performance of said audit.

- E. The Recipient organization expressly understands that Cedar City may withhold RAP tax funds or require repayment of funds from the recipient organization for noncompliance with the terms and conditions of this agreement; failure to comply with directives regarding the use of public funds contained in this agreement; and/or the misuse of public funds. The recipient organization expressly understands and agrees that the City’s ability to require repayment of funds extends not only to the public funds that are allocated pursuant to this agreement, but to all funding the recipient organization has received through RAP tax funding.

- F. A statement limiting the agreement to a period of one (1) year after the agreement is signed by both parties and requiring that any funds not spent within the one (1) year period be returned to the City to be reallocated as RAP tax funds. Also, this statement shall include a provision that if the agreement is not signed and returned to City staff within thirty (30) days that the City may void the agreement and re allocate the money as RAP tax funds.
 - i) The City Council may approve an exception to 39-I-8(1)(F) by allowing RAP tax funds to be saved and rolled over from year to year for individually approved capital projects. These saved RAP tax funds will be governed by the following rules:

- a. The saved RAP tax funds will be held in a City account and only disbursed once the project is fully funded.
- b. The saved RAP tax funds must be expended for their permissible use within (3) years of the date they were granted to the applicant.
- c. Any unspent RAP tax funds that are older than three (3) years will be automatically returned to the City to be reallocated as RAP tax funds.
- d. If the project/entity these funds are assigned to fails, these funds will be returned to the City to be reallocated as RAP tax funds.

2. City as recipient organization. From time to time Cedar City is the recipient of RAP tax money to fund various qualifying projects. When the City is the recipient organization it is not required to enter an agreement. The City is required to abide by all provisions of the minimum contract provisions as stated above and the City is required to abide by all of the requirements for disbursement of RAP tax funding as stated below.

3. General procedure for the disbursement of RAP tax funds. After the recipient organization has entered an agreement with Cedar City, RAP tax funds shall be disbursed using the following procedures:

- A. Unless otherwise provided for herein, one half of the RAP tax funding shall be disbursed to the recipient organization once the organization signs the agreement with the City. If the recipient organization is awarded an amount equal to or less than \$5,000.00 it shall receive 80% of the award when it signs the agreement with the City.
- B. Prior to receiving the second half, or the remaining 20% in the case of an award equal to or less than \$5,000.00, of the funding the recipient organization shall provide to the City a detailed income and expenditure report showing the amount of RAP tax that was received with the first half of the disbursement and how it was spent. Also on the same report the recipient organization shall show the amount of RAP tax that is to be received with the second disbursement and the manner in which it is projected to be spent. It is not intended that the report detail all funding and expenditures by the recipient organization, the report is only concerned with RAP tax income and expenditures. Below is a fictitious example of the required report:

Cedar City RAP tax income and expenditure report

Miscellaneous City cultural organization

(name of organization receiving RAP tax funds)

Reporting period Cedar City Fiscal year 2012-2013

(Time period covered by report)

Income:

RAP tax funds received	\$5,000.00
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Expenditures:

Office supplies	\$500.00
Costumes	\$2,000.00
Employee wages	\$1,000.00
Music	\$500.00
Fuel	\$1,000.00

Remaining Allocation: \$5,000.00

Anticipated Expenditures:

Scenery for production of South Pacific \$5,000.00

Actual Expenditures for remaining allocation:

- C. In addition to the above report the recipient organization shall be required to submit a final report once the second half of the RAP tax funding has been received and spent. The final report shall be submitted prior to the recipient organization being eligible for any future RAP tax funding.

4. Procedure for a lump sum RAP tax disbursement. From time to time RAP tax funds are appropriated for purposes that require a one-time disbursement of funds. Examples of this type of funding include, but are not limited to, a single purchase of equipment or a single purchase of multiple

pieces of equipment. This procedure may be used as an exception to the above general and preferred disbursement method.

- A. The recipient organization will be required to show that it has received three written price quotes for the proposed item(s) to be purchased. As an alternative to the three price quotes the recipient organization may follow the City's adopted purchasing policy.
- B. Once the recipient organization has provided the information required above, the RAP tax funds will be disbursed to the recipient organization pursuant to the City's accounts payable process. If mutually agreed, the City may issue payment directly to the vendor designated by the recipient organization.
- C. Prior to receiving any future RAP tax funding the recipient organization shall submit the same written report as required in section 2 above.

5. Failure to supply income and expenditure report. If a recipient organization fails to provide the required income and expenditure report, the recipient organization will be in breach of its agreement with City. Failure to supply a required income and expenditure report may lead to an audit into how the recipient organization has spent public funds. In addition to the remedies available for the breach of the agreement, a possible audit, and the criminal penalties provided for misuse of public funds, the recipient organization shall not receive further RAP tax allocations and/or disbursements until the required income and expenditure reports are provided.

SECTION 39-I-9 UNALLOCATED FUNDS

1. From time to time unallocated funds will accumulate in the City's accounts. The City's Finance Department shall account for the unallocated funds and disclose the amount thereof annually in conjunction with the City's budget. The City shall spend these funds on RAP tax eligible projects in accordance with the terms of this section.

- A. When in the Mayor's discretion the unallocated funds have accumulated a sufficient balance the Mayor shall direct staff to include the unallocated funds in the budget for the next round of RAP tax allocations.

- B. The unallocated funds shall be divided 1/3 for arts, 1/3 for parks, and 1/3 for recreation. The unallocated funds may only be allocated and spent on projects to preserve or restore City owned facilities that are otherwise eligible for RAP tax funding and as approved in accordance with this ordinance.
- C. The RAP Tax Advisory Boards shall receive applications from the City for projects that qualify for expenditure of the unallocated funds. The RAP Tax Advisory Boards shall review the applications and make recommendations to the Cedar City Council.
- D. Upon receipt of the recommendations from the RAP Tax Advisory Boards the City Council may approve, deny, or modify the recommendations.
- E. Upon the City Council's approval of qualifying projects upon which to spend the unallocated RAP Tax funds the City shall comply with all rules set forth in this ordinance otherwise related to expenditure of RAP Tax funds.

Adopted 7/06.

Amended by Cedar City Ordinance No. 0513-09.

Amended by Cedar City Ordinance No. 1209-09-1.

Amended by Cedar City Ordinance No. 0425-12

Amended by Cedar City Ordinance No. 0513-15

Amended by Cedar City Ordinance No. 0413-16

CHAPTER 39

CEDAR CITY FUNDING REQUEST ORDINANCE

ARTICLE II

COMMUNITY EVENT PROMOTIONS AND NONMONETARY ASSISTANCE

SECTION 39-II-1

Purpose

SECTION 39-II-2	Definitions
SECTION 39-II-3	Nonmonetary Assistance
SECTION 39-II-4	Community Events Promotions

SECTION 39-II-1 Purpose

Title 10, Chapter 8, Section 2, Utah Code Annotated, 1953 as amended authorizes Cities in the State of Utah to appropriate money for corporate purposes. This same statute includes as a corporate purpose the appropriation of money when in the municipal legislative body's judgment, the purpose will provide for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the City's inhabitants. The State Legislature has also given the City a limited ability to waive fees or provide non-monetary assistance to non-profit organizations. Additionally, the City has established a RAP tax for the collection and distribution of money for Arts, Parks, and Recreation. The purpose of this article is to set forth regulations in compliance with Utah State Law for the community events promotions requests and other nonmonetary assistance. Furthermore, it is the purpose of this article to distinguish eligibility between the RAP tax, community events promotions and nonmonetary assistance.

SECTION 39-II-2 Definitions

As used in this Chapter the following terms shall have the following definitions:

- (1) "Community events promotions" shall mean a line item established by the City Council through the yearly budget process, and administered in accordance with this chapter.

- (2) "Intangible benefit" means a benefit to the City that is not capable of being quantified in terms of money, real property, personal property, or demonstrable economic benefit but in the opinion of the City Council the benefit does provide for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of Cedar City.

- (3) "Nonmonetary assistance" shall mean a benefit to a non-profit entity in terms of labor, fee waivers, or other services provided by the City. Nonmonetary assistance does not include waiver or adjustment of impact fees as such waivers or adjustments are provided for under the City's impact fee ordinance.

(4) "Non-profit" shall mean an organization or corporation that is not organized, created, operated or maintained to generate a profit or distribute income to its members, directors, or officers, or corporation. An organization automatically qualifies as a non-profit organization if it is operating under section 501 (C)(3) of the internal revenue service code.

(5) "Public hearing notice" shall mean a notice published in a newspaper of general circulation and/or on the State of Utah's public notice website, as state law may require. Said public notice shall be published no less than fourteen (14) days prior to the public hearing. Said notice shall contain information so that a reasonable person would be able to understand the following information about the public hearing: general topic, location, date, and time.

(6) "Tangible benefit" means a benefit to the City that can be measured in terms of money, real property, personal property, or demonstrable economic benefit pursuant to the standards set forth in this chapter.

SECTION 39-II-3 Nonmonetary Assistance

(1) The City Council may authorize nonmonetary assistance when in the judgement of the City Council said nonmonetary assistance provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of Cedar City. In making this determination the City Council may consider both tangible and intangible benefits to the City.

(2) Nonmonetary assistance may only be provided to non-profit organizations, and the total amount of nonmonetary assistance approved by the City Council in any given fiscal year shall not exceed 1% of the City's budget for that fiscal year. City staff shall provide to the Council an estimate of the dollar value of the nonmonetary assistance requested.

(3) Prior to considering approval of nonmonetary assistance, the City shall receive an application from a non-profit organization, and allow staff reasonable time to provide an estimate of the dollar amount of assistance requested. No nonmonetary assistance shall be approved without first publishing a public hearing notice and holding a public hearing before the Cedar City Council.

SECTION 39-II-4 COMMUNITY EVENTS PROMOTIONS.

(1) If through its yearly budget process, the City Council funds the community events promotions budget this chapter shall govern the expenditure of those funds.

(2) Other than RAP tax funding, persons or organizations requesting funds from the City must complete a Fund Request application and provide the relevant supplemental information stated in the application. The application and supplemental, information will be submitted to a designated City Staff member for review and economic evaluation based upon intangible benefits and the following formula:

Economic Evaluation

Estimated expenses subject to sales tax incurred by event sponsor

Estimated expenses subject to sales tax incurred by event participants

Estimated expenses subject to sales tax incurred by event spectators

Total estimated expenses subject to sales tax

Economic multiplier 1.3

Total estimated expenses after multiplier

Cedar City tax rate on sales X .009

Estimated sales tax revenue for Cedar City as a result of the event

Other methods/justification:

(3) The Council must hold a public hearing in order to consider the requests. Public hearing notice shall be published by staff. The public hearings to consider funding requests shall be held once a year in conjunction with the City's annual budget process. With the consent of the Mayor and any two (2) members of the City Council, a public hearing may be advertised and held during the year at a time other than in conjunction with the budget.

(4) The City Council shall not consider any request for funding from community events promotions when the applicant is eligible to apply for funding from the RAP tax. Also, the City Council shall not consider any request for funding where the applicant has not submitted an application or when the application is received after the yearly established deadline.

ADOPTED BY CEDAR CITY ORDINANCE NO. 1209-09-1

**CEDAR CITY
COUNCIL AGENDA ITEM 9
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Kit Wareham

DATE: October 26, 2016

SUBJECT: Consider list of prequalified contractors allowed to bid the Coal Creek Watershed Protection and Flood Prevention Project, Phase 3

DISCUSSION:

Due to the funding source and size and importance of the subject project I felt it would be good to do a Bidder Prequalification process for the project to increase our chances of getting a capable contractor to do the work. An advertisement was made for contractors to submit prequalification packages in order to be selected to bid the project. We received packages from 7 contractors.

A committee was set up to review the packages. Last Wednesday 10/19/2016 the staff evaluation committee met to go over our individual evaluations of the Bidder Prequalification pre-qualification submittals for the subject project. The committee consisted of Ryan Marshall, Jeff Hunter, Trevor McDonald and Myself.

Attached is a spread sheet showing the results of our evaluation and the committee recommended contractors that would be allowed to bid the project. The spread sheet also shows the deficiencies on the contractor's submittals who were not recommended to bid the project.

Since we basically skipped the work meeting for this item I have given all the contractors who provided prequalification submittals for the project a copy of the attached spreadsheet **without the initials on the evaluator**. Based on the results of the staff review of the prequalification submittals, I would anticipate some input at the City Council meeting from contractors who were not recommended to bid the project.

If you have any questions concerning this item, please give me a call.

**COAL CREEK FLOOD CONTROL PROJECT
PRE-QUALIFICATION RESULTS**

REVIEWER #	REVIEWER NAME	Recommended Contractors				Contractors Not Recommended		
		RUMMELL	GERBER	MEL CLARK	SCHMIDT	PRECISION	GILBERT	ORTON EXC.
1	K.W.	95/1	95/1	93/2	93/2	81/4	83/3	76/5
2	J.H.	95/1	93/2	91/3	93/2	84/5	90/4	78/6
3	R.M.	84/2	89/1	81/3	81/3	80/4	52/6	63/5
4	T. Mc.	99/1	98/2	96/3	89/4	84/5	81/7	83/6
TOTAL SCORE		373	375	361	356	329	306	300
AVERAGE RANKING*		1.25	1.75	2.75	2.75	4.75	5	5.5
Deficiencies						3,5,6, & 7	1 & 2	2, 3 & 4

* Lower number is better

Submittal Deficiencies

- 1- Incomplete Submittal
- 2- Staff Experience Lacking
- 3- Bond Capacity Deficient
- 4- Past Project size deficient
- 5- Balance Sheet Questions
- 6- No Similar Projects
- 7- Organization Questions