

Cedar City

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

Mayor

Garth O. Green

Council Members

Terri W. Hartley
Craig E. Isom
W. Tyler Melling
R. Scott Phillips
Ronald Riddle

City Manager

Paul Bittmenn

CITY COUNCIL WORK MEETING

MAY 17, 2023

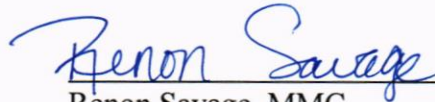
5:30 P.M.

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

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comments
 - Review of design for the Iron West Sports Complex. Jonathan Stathis
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 1. Consider final plat approval for the Shurtz Canyon PUD Phase 2. Watson Engineering/Randall McUne
 2. Consider final plat approval for the Shurtz Canyon PUD Phase 3. Watson Engineering/Randall McUne
 3. Consider a local consent alcohol permit for the Elks Lodge Horseshoe Tournament on June 3, 2023. Candace Howes/Chief Adams
 4. Consider a local consent alcohol permit for Café Sabor, 1327 S. Interstate Drive. Café Sabor/Chief Adams
 5. Community Development Block Grant (CDBG) second public hearing
 6. Consider the vicinity plan for 4B Ranch Subdivision, Phase 4. Go Civil/Don Boudreau
 7. Consider a Federal Aid agreement with UDOT for the Industrial Road Improvements project. Devin Squire/Jonathan Stathis
 8. Consider a resolution approving an Amendment to the Development Agreement with Cedar 106 LLC for the development of 106 acres of property located in the vicinity of 800 North Lund Highway. Platt & Platt/Randall McUne
 9. Consider accepting a road dedication in the vicinity of 900 North 3675 West. Platt & Platt/Randall McUne
 - Staff
 10. Consider an Airport vehicle right-of-way lease with Southern Skies Aviation. Tyler Galetka

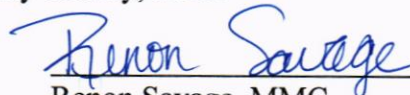
11. Consider an Airport vehicle right-of-way lease with Scott Hoffman, Hoffman Family Trust. Tyler Galetka
12. Consider an Airport hangar land lease with Todd Nigro, Nigro Air LLC. Tyler Galetka
13. Public hearing to consider an ordinance amending Chapter 26-VI-2 regarding landscaping requirements for water conservation. Don Boudreau
14. Consider a Task Force Interlocal Agreement on the SWAT formula funding. Darin Adams
15. Consider a resolution opposing the creation of the proposed Grand Canyon National Monument. Mayor Green
16. Consider a resolution for the adoption of the 2023-2024 fiscal year tentative budget. Jason Norris

Dated this 15th day of May, 2023.


Renon Savage, MMC
Cedar City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 15th day of May, 2023.


Renon Savage, MMC
Cedar 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.

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

To: Mayor and City Council

From: City Engineer

Council Meeting Date: May 17, 2023

Subject: Review of design for the Iron West Sports Complex.

Discussion: As requested by the City Council, the preliminary design of the Iron West Sports Complex is being presented for your review and consideration. An exhibit showing the proposed layout of the first phase of the complex is attached to this Information Sheet.

The following items have been completed to date on the project:

- Preliminary geotechnical investigation, including percolation rate tests and a soils report. Preliminary geotechnical engineering work has been done in order to assist with the layout, grading, and drainage design.
- Preliminary layout of the soccer fields, parking lot, restroom and concessions building, pavilions, playground, and landscaping.
- Grading and drainage plan for the site. This includes a design that balances the cuts and fills on the site.
- Irrigation system layout for the grass soccer fields.

The following items are anticipated to be completed in the near future:

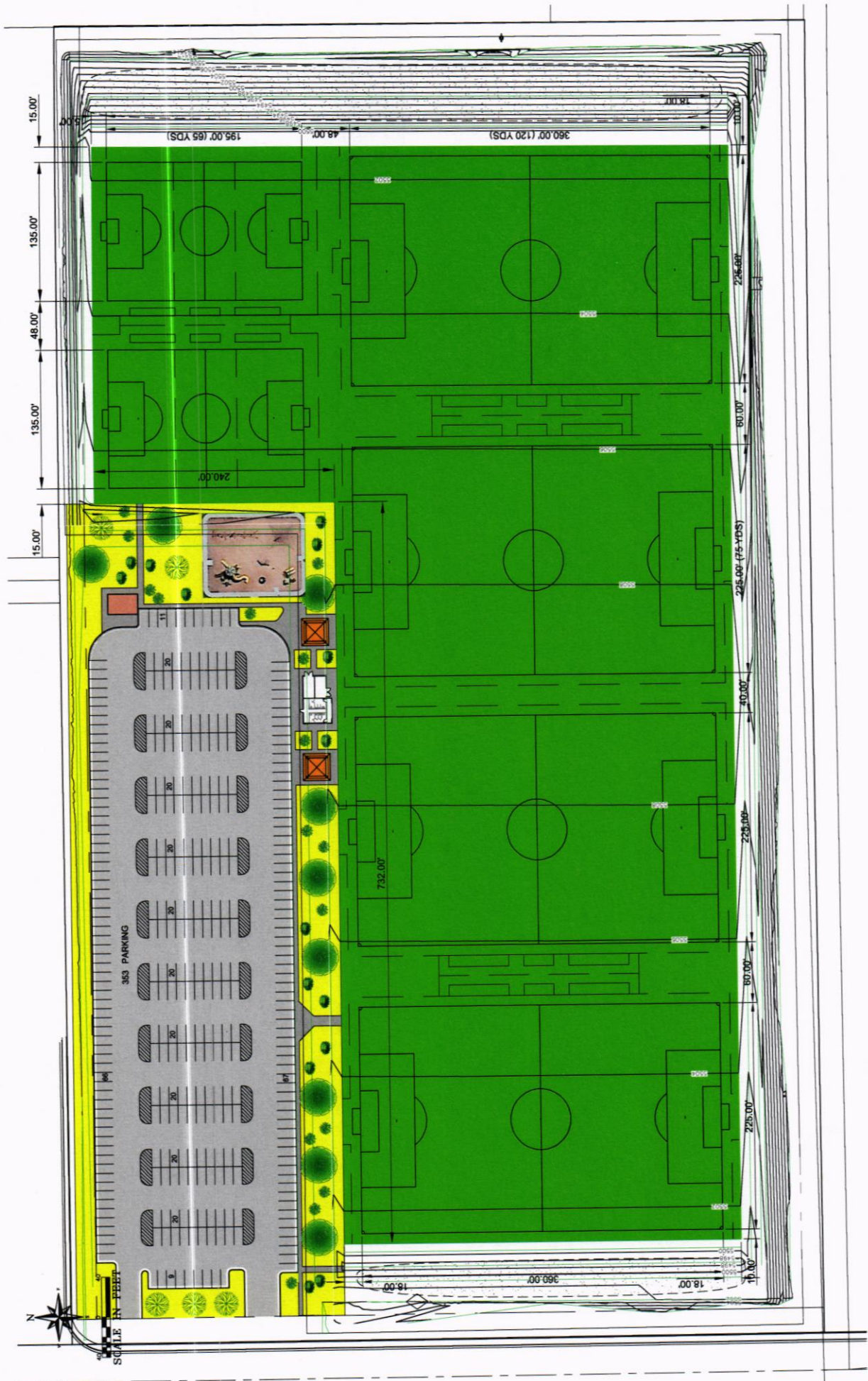
- Completion of design for the waterline and power to the site.
- Complete the grading and drainage work on the site. It is anticipated that this work will be done by the City Street Division.
- Construct a culinary waterline to the site. It is anticipated that this will be bid out to contractors.
- Coordinate with Rocky Mountain Power to run power to the site. This will provide electrical service for the irrigation clocks and future amenities.
- Construct the irrigation system, amend the soil using biosolids and topsoil, plant grass seed, and install a perimeter fence around the site. It is anticipated that much of this work will be bid out to contractors. City crews will also assist with the transport and stockpiling of the biosolids.

The following is a summary of the budget for the project:

**Burgess Recreation Property (Design)
Project Funding
(Account #26-40-735)**

| | <u>Funding</u> | <u>Expenses</u> | <u>Balance</u> |
|---|------------------|------------------|------------------|
| <u>Funding</u> – | | | |
| Parks & Rec Impact Fees – Acct #26-40-735 | \$500,000 | | |
| <u>Expenses to date</u> – | | | |
| Geotechnical engineering | | (\$5,200) | |
| Totals – | \$500,000 | (\$5,200) | \$494,800 |

Thank you for your review and consideration of this item. Please consider the preliminary design for the Iron West Sports Complex and direct staff accordingly.



CEDAR CITY COUNCIL
AGENDA ITEMS - |
DECISION PAPER

TO: Mayor and City Council
FROM: City Attorney
DATE: May 15, 2023
SUBJECT: Shurtz Canyon PUD Phase 2 (2800 South Tipple Road)

DISCUSSION:

The Shurtz Canyon PUD Phase 2 is located in the vicinity of 2800 South Tipple Road. The Planning Commission gave this project a positive recommendation to move forward to the City Council for final plat approval. The City has received the CC&Rs and an older (January 2021) title report. The City has requested an updated title report. Additionally, as of the time of this memo, all fees had not been paid. Per UCA 10-9a-604.5, the Developer is requesting final plat approval subject to the City receiving the bond. The Developer is aware that the final plat will not be recorded until the bond and bond agreement are in place.

As with Phase 1, one item that the City Council will need to decide is whether the Developer should pay the pre-plat penalty fee of \$23,500.00.

Please consider approval of the final plat for the Shurtz Canyon PUD Phase 2.



SHURTZ CANYON, P.U.D., PHASE 2
FINAL PLAN
CHOICE LIFESTYLE DEVELOPMENT
WITHIN SEC. 32, T. 36 S., R. 11 W., S.14M.
CEDAR CITY, IRION COUNTY, UTAH

PRELIMINARY
FOR REVIEW

DRAWN BY:
 D. T. BROWN
 CHECKED BY:
 T. G. WATSON
 DATE:
 June 30, 2022
 SCALE:
 1" = 60'
 WATSON PROJECT No.:
 21-4924
 FILE:

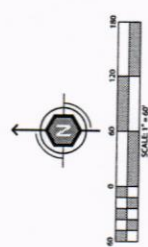
11 of 2



27/07/2022

06/30/2022
APPROVED

SHURTZ CANYON, P.U.D., PHASE 2
FINAL PLAT
WITHIN THE E ½ OF SECTION 32, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN

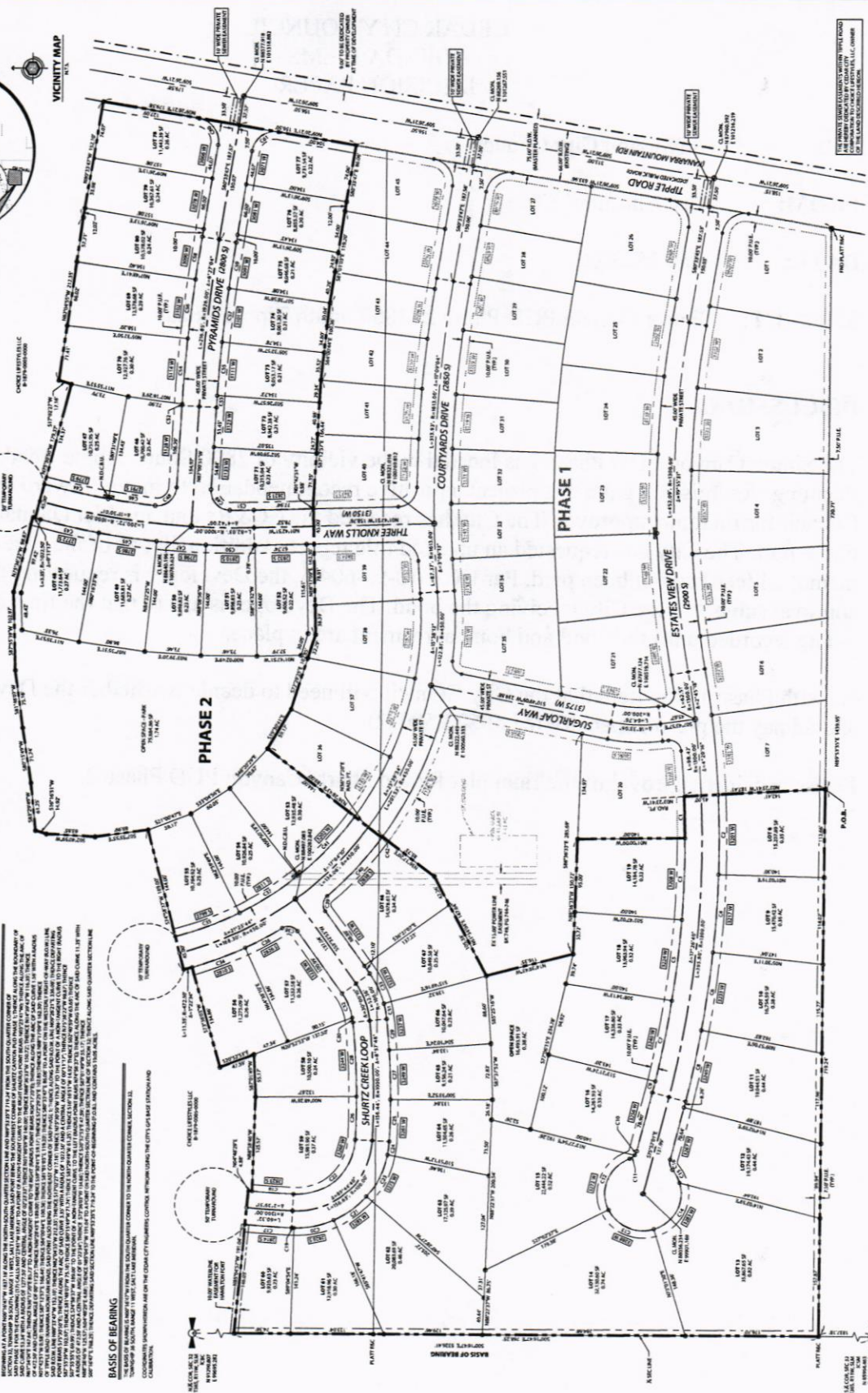


LEGAL DESCRIPTION - PHASE 2

1. **STUDY DESIGN AND SETTING:** A cross-sectional study was conducted in the community. The study was conducted in the community of the city of Lima, Peru, during the period from 1998 to 2000. The study was conducted in the community of the city of Lima, Peru, during the period from 1998 to 2000. The study was conducted in the community of the city of Lima, Peru, during the period from 1998 to 2000.

BASIS OF READING

THE BASE OF BLASTING IS 100 FT FROM THE SOUTH QUARTER CORNER TO THE NORTH QUARTER CORNER, SECTION 13, CORSE-UP IN SOUTH RANGE 11 WEST, SAN JUAN AIRFORD.



CEDAR CITY COUNCIL
AGENDA ITEMS - 2
DECISION PAPER

TO: Mayor and City Council
FROM: City Attorney
DATE: May 15, 2023
SUBJECT: Shurtz Canyon PUD Phase 3 (2750 South Tipple Road)

DISCUSSION:

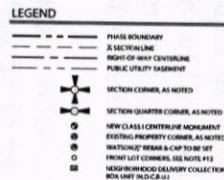
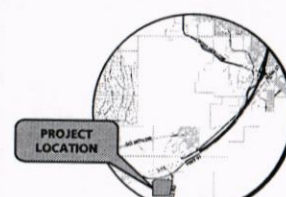
The Shurtz Canyon PUD Phase 3 is located in the vicinity of 2750 South Tipple Road. The Planning Commission gave this project a positive recommendation to move forward to the City Council for final plat approval. The City has received the CC&Rs and an older (January 2021) title report. The City has requested an updated title report. Additionally, as of the time of this memo, all fees had not been paid.. Per UCA 10-9a-604.5, the Developer is requesting final plat approval subject to the City receiving the bond. The Developer is aware that the final plat will not be recorded until the bond and bond agreement are in place.

As with Phase 1, one item that the City Council will need to decide is whether the Developer should pay the pre-plat penalty fee of \$7,800.00.

Please consider approval of the final plat for the Shurtz Canyon PUD Phase 3.

FINAL PLAT
SHURTZ CANYON, P.U.D., PHASE 3
 WITHIN THE E ½ OF SECTION 32, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN
 CEDAR CITY, IRON COUNTY, UTAH

APPROVED

[illegible]

COORDINATES SHOWN HEREON ARE ON THE CEDAR CITY ENGINEERS CONTROL NETWORK USING THE CITY'S GPS BASE STATION AND CALIBRATION.

THIS SUBDIVISION IS SUBJECT TO THE WILDLAND/URBAN INTERFACE (WUI) ORDINANCE THAT CEDAR CITY HAS ADOPTED. THIS SUBDIVISION FALLS WITHIN THE BOUNDARIES OF THE WILDLAND/URBAN INTERFACE ZONE. ALL FIRE HYDRANTS ARE DESIGNED TO CEDAR CITY STANDARDS AND ARE SPACED NO FURTHER THAN 500 FEET APART.

DUE TO SOIL CONDITIONS EXISTING UNDER CREAM CITY, UTAH WHICH OCCASIONALLY CAUSE SOILS SUBSIDENCE PROBLEMS RESULTING IN DAMAGE TO STRUCTURES ERECTED THEREON, THE CITY COUNCIL OF CEDAR CITY HAS REQUESTED THE DEVELOPERS OF "SOUTHERN CANYON PLANNED LIFESTYLE DEVELOPMENT" #2010 PHASE II TO CONDUCT TESTINGS OF THE SOIL CONDITIONS EXISTING IN SAID SUBDIVISION. A COPY OF THE FINDINGS OF THAT TESTING, ALONG WITH RECOMMENDATIONS BASED ON THE SAME, HAS BEEN FILED WITH THE SUBDIVIDER OF THE PROPERTY WHOSE NAME AND ADDRESS ARE LISTED ON THE "SOUTHERN CANYON PLANNED LIFESTYLE DEVELOPMENT" #2010 PHASE II REPORT. THAT REPORT MAY BE INSPECTED AT BOTH LOCATIONS BY THE GENERAL PUBLIC AND ANY PERSONS INTERESTED IN PURCHASING PROPERTY LOCATED WITHIN SAID SUBDIVISION. 11:55 MAIN STREET, SUITE 100, CEDAR CITY, UT 84720

ROCKY MOUNTAIN POWER APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ASSIGNMENT OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DECLARATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF ELECTRIC UTILITY SERVICE.

UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHERS RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAN MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICE WITHIN AND WITHOUT THE LOTS ENTERED HEREIN INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO CONDUCT ANY AND ALL OTHER ACTIVITIES INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE OWNER'S EXPENSE AT NO TIME MAY ANY PERSON WRITE THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERSON VIOLATE THE P.U.E. FOR ANY REASON OR CONSTRUCTION WORK INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

FINAL PLAT
SHURTZ CANYON, P.U.D., PHASE 3
CHOICE LIFESTYLE DEVELOPMENT
WITHIN SEC. 32, T. 36 S., R. 11 W., S. 11 M.
CEDAR CITY, IRON COUNTY, UTAH

SPORTS CAN PLAY A ROLE IN THE FUTURE OF THE CITY



WATSON
ENGINEERING
COMPANY, INC.

4022 N. 2150 W., Suite 7
Cedar City, UT 84721
Tel: (435) 586-3004

www.wecinc.com

Unrecorded Copy

FINAL PLAT

SHURTZ CANYON, P.U.D., PHASE 3

CHOICE LIFESTYLE DEVELOPMENT
WITHIN SEC. 32, T. 36 S., R. 11 W., S.L.M.
CEDAR CITY, IRON COUNTY, UTAH

~ PRELIMINARY ~
FOR REVIEW

DRAWN BY:
D. T. BROWN
CHECKED BY:
T. C. WATSON
DATE:
May 4, 2023
BY:
T.C.
WATSON ENGINEERING, INC.
23-4237
T.C.
APPROVED FOR PLATING

SURVEYOR'S CERTIFICATE

I, _____, a duly licensed and sworn Surveyor of the State of Utah, do hereby certify that the foregoing plat, map, or plan, together with the accompanying survey, has been prepared by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953, and that the same is a true and correct representation of the survey as shown on the plat, map, or plan, and that the same is a true and correct representation of the survey as shown on the plat, map, or plan, and that the same is a true and correct representation of the survey as shown on the plat, map, or plan.

DATE: _____

CITY ENGINEER APPROVAL

I, _____, the duly appointed City Engineer of the City of Cedar City, Utah, do hereby approve the foregoing plat, map, or plan, and the accompanying survey, and certify that the same is a true and correct representation of the survey as shown on the plat, map, or plan, and that the same is a true and correct representation of the survey as shown on the plat, map, or plan.

CITY ATTORNEY APPROVAL

I, _____, the duly appointed City Attorney of the City of Cedar City, Utah, do hereby approve the foregoing plat, map, or plan, and the accompanying survey, and certify that the same is a true and correct representation of the survey as shown on the plat, map, or plan, and that the same is a true and correct representation of the survey as shown on the plat, map, or plan.

PLANNING COMMISSION APPROVAL

I, _____, the duly appointed Chairperson of the Planning Commission of the City of Cedar City, Utah, do hereby approve the foregoing plat, map, or plan, and the accompanying survey, and certify that the same is a true and correct representation of the survey as shown on the plat, map, or plan, and that the same is a true and correct representation of the survey as shown on the plat, map, or plan.

CERTIFICATE OF ACCEPTANCE

I, _____, the duly appointed City Engineer of the City of Cedar City, Utah, do hereby certify that the foregoing plat, map, or plan, and the accompanying survey, has been prepared by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953, and that the same is a true and correct representation of the survey as shown on the plat, map, or plan, and that the same is a true and correct representation of the survey as shown on the plat, map, or plan.

UTILITY COMPANIES APPROVAL

I, _____, the duly appointed _____ of _____, do hereby approve the foregoing plat, map, or plan, and the accompanying survey, and certify that the same is a true and correct representation of the survey as shown on the plat, map, or plan, and that the same is a true and correct representation of the survey as shown on the plat, map, or plan.

POST OFFICE APPROVAL

I, _____, the duly appointed _____ of _____, do hereby approve the foregoing plat, map, or plan, and the accompanying survey, and certify that the same is a true and correct representation of the survey as shown on the plat, map, or plan, and that the same is a true and correct representation of the survey as shown on the plat, map, or plan.

IRON COUNTY RECORDER CERTIFICATE

I, _____, the duly appointed Recorder of Deeds for Iron County, Utah, do hereby certify that the foregoing plat, map, or plan, and the accompanying survey, has been prepared by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953, and that the same is a true and correct representation of the survey as shown on the plat, map, or plan, and that the same is a true and correct representation of the survey as shown on the plat, map, or plan.

OWNERS' DEDICATION

WE, the undersigned, do hereby dedicate the foregoing land to the public of the State of Utah, and to the people of the City of Cedar City, Utah, for the use and enjoyment of the people of the State of Utah, and to the people of the City of Cedar City, Utah, for the use and enjoyment of the people of the City of Cedar City, Utah.

ACKNOWLEDGMENT

I, _____, the duly appointed _____ of _____, do hereby acknowledge the foregoing plat, map, or plan, and the accompanying survey, and certify that the same is a true and correct representation of the survey as shown on the plat, map, or plan, and that the same is a true and correct representation of the survey as shown on the plat, map, or plan.

OWNER'S DEDICATION

I, _____, the duly appointed _____ of _____, do hereby dedicate the foregoing land to the public of the State of Utah, and to the people of the City of Cedar City, Utah, for the use and enjoyment of the people of the State of Utah, and to the people of the City of Cedar City, Utah, for the use and enjoyment of the people of the City of Cedar City, Utah.

OWNER'S DEDICATION

I, _____, the duly appointed _____ of _____, do hereby dedicate the foregoing land to the public of the State of Utah, and to the people of the City of Cedar City, Utah, for the use and enjoyment of the people of the State of Utah, and to the people of the City of Cedar City, Utah, for the use and enjoyment of the people of the City of Cedar City, Utah.

OWNER'S DEDICATION

I, _____, the duly appointed _____ of _____, do hereby dedicate the foregoing land to the public of the State of Utah, and to the people of the City of Cedar City, Utah, for the use and enjoyment of the people of the State of Utah, and to the people of the City of Cedar City, Utah, for the use and enjoyment of the people of the City of Cedar City, Utah.

OWNER'S DEDICATION

I, _____, the duly appointed _____ of _____, do hereby dedicate the foregoing land to the public of the State of Utah, and to the people of the City of Cedar City, Utah, for the use and enjoyment of the people of the State of Utah, and to the people of the City of Cedar City, Utah, for the use and enjoyment of the people of the City of Cedar City, Utah.

OWNER'S DEDICATION

I, _____, the duly appointed _____ of _____, do hereby dedicate the foregoing land to the public of the State of Utah, and to the people of the City of Cedar City, Utah, for the use and enjoyment of the people of the State of Utah, and to the people of the City of Cedar City, Utah, for the use and enjoyment of the people of the City of Cedar City, Utah.

#3

CEDAR CITY CORPORATION

SINGLE EVENT PERMIT APPLICATION

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

SECTION I

NAME: Candace Howes

ADDRESS: 111 E 200 N

PHONE NUMBER: (435) 531-0602 NAME OF ENTITY: Elks Lodge

PURPOSE OF ENTITY: Charity Event

TYPE OF EVENT: Horse shoe Tournament

CASH OR SURETY BOND FOR \$1,000 _____

TIME AND DATE OF EVENT: June 3, 2023 @ 12:00

NATURE AND PURPOSE OF EVENT: Fundraiser for Shop with a cop

SECTION II

DESCRIBE THE FLOOR PLAN DESIGNATING:

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

Under car port and inside building

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

OR SERVED: Under car port and near horseshoe pits.

#4

FULL-SERVICE RESTAURANT LIQUOR LICENSE

Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Service Commission (1) to issue an on-premise alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the premises of the applicant.

AUTHORITY: Utah Code 32B-1-202; 32B-5-201, 203, 205 and 206

Cedar City Corporation [x] City hereby grants its consent to the issuance of a full-service restaurant liquor license to:

Business Name (DBA): Café Sabor

Entity Name (or owner's name if sole proprietor): Jocelyn Hamilton

Location Address: 1327 S. Interstate Dr., Cedar City, Utah 84720

On the 24th day(s) of May, 2023

Authorized Signature

Garth O. Green, Mayor

May 24, 2023

Date

**CEDAR CITY
COUNCIL AGENDA ITEM 6
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Donald Boudreau

DATE: May 8, 2023

SUBJECT: Consideration of a Vicinity Plan for phase 4 of the 4B Ranch Subdivision

Discussion

The subject subdivision vicinity plan has been recommended for approval by the Cedar City Planning Commission. A copy of the Planning Commission's minutes is attached. Also attached is a copy of the subdivision's vicinity plan. As required in the City's subdivision ordinance once the Planning Commission recommends a subdivision vicinity plan for approval, the plan shall then be presented to City Council for your review and approval, or approval subject to alterations, or disapproval.

General Information

| | |
|-------------------------|---------------------------------------|
| Developer- | Meisner/ Go Civil |
| Subd. General Location- | Approx. 1825 South and Westview Drive |
| Area Land Use Zone- | RE Residential Estates |
| Number of Lots- | 34 Single-Family Lots |
| Lot Size Range- | Approx. 37,000 to 68,000 Square Feet |

4. Subd. – Vicinity
Meisner/GO Civil
(Recommendation)

South Mountain Dr.
4B Ranch Subd. Phase 4

Dallas: We've done the first 3 phases off of Westview. We tied in with phase 3. Now we're putting in a loop cul-de-sac and finishing out 4B Ranch. The RE zone standards changes have been made since phase 1 and those were incorporated in the ROW widths similar to other phases we've done. Everything is 0.8 acres or bigger.

Carter: Is that the fire station lot? **Dallas:** Yes. The parcel on the E is the parcel for fire, and we'll build out that road with this phase and hook into phase 3 where we put that intersection. **Jonathan:** We've been working through some issues with drainage.

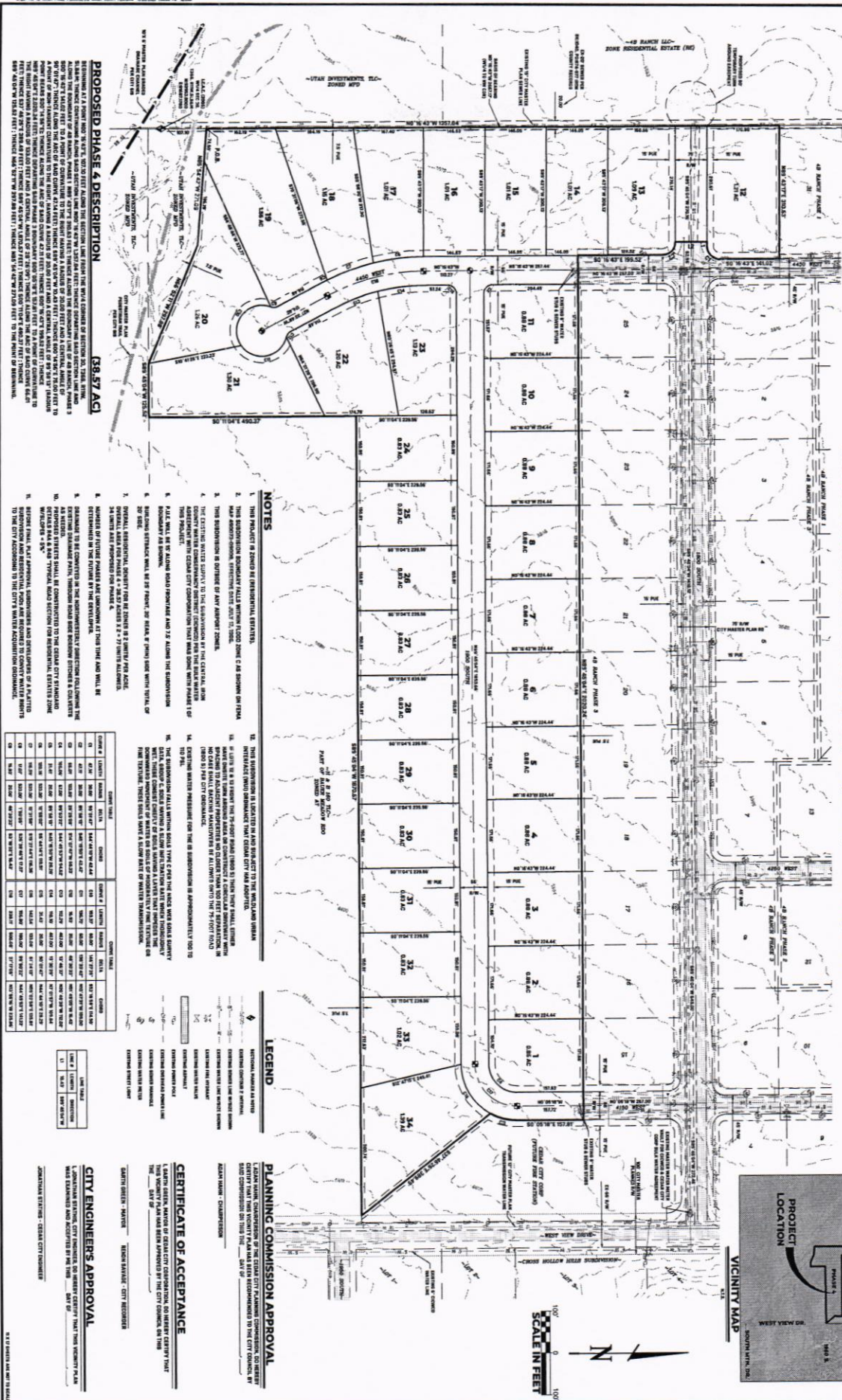
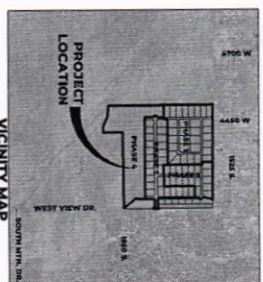
The developer has been working with the city and the county. There's some issues with drainage going west in Shurtz Creek. It sounds like everyone's willing to work together. **Dallas:** Sounds like we'll have a meeting this week and go over that with the county engineer. **Adam:** Is that where the canals run through? **Dallas:** Yes.

There's a 90° bend and it's a ways west of our phase boundary. The developer purchased property on the west, and during sketch, the previous owner said he was not willing to participate or allow the county to grade. The developer is and we're working through that to come to agreement with the city/county to make modifications to that, if they want to before 4B expands.

Jennie motions for POSITIVE recommendation for the subdivision vicinity plan on 4B Ranch Phase 4; Ray seconds; all in favor for unanimous vote.

DEVELOPER CONTACT
STEFANIE ALLEN
48 RANCH, LLC
1000 N. 800 W. CEDAR CITY, UT 84721
PHONE: (435) 386-9592
EMAIL: INFO@GO-CIVIL.COM

VICINITY PLAN FOR 4B RANCH SUBDIVISION, PHASE 4 LOCATED IN THE NW 1/4 OF SECTION 30, T36S, R11W, SLB&M, CEDAR CITY, UTAH



PROPOSED PHASE 4 DESCRIPTION

RS-57 AC

THE PROPOSED PHASE 4 SUBDIVISION IS A 57-ACRE TRACT OF LAND LOCATED IN THE NW 1/4 OF SECTION 30, T36S, R11W, SLB&M, CEDAR CITY, UTAH. THE TRACT IS BOUND BY THE 4B RANCH SUBDIVISION TO THE NORTH, THE 4A RANCH SUBDIVISION TO THE SOUTH, THE 4C RANCH SUBDIVISION TO THE EAST, AND THE 4D RANCH SUBDIVISION TO THE WEST. THE TRACT IS DIVIDED INTO 34 LOTS, EACH OF WHICH IS APPROXIMATELY 1.65 ACRES IN SIZE. THE TRACT IS BOUND BY THE 4B RANCH SUBDIVISION TO THE NORTH, THE 4A RANCH SUBDIVISION TO THE SOUTH, THE 4C RANCH SUBDIVISION TO THE EAST, AND THE 4D RANCH SUBDIVISION TO THE WEST. THE TRACT IS DIVIDED INTO 34 LOTS, EACH OF WHICH IS APPROXIMATELY 1.65 ACRES IN SIZE.

NOTES

1. THIS PROJECT IS SUBJECT TO THE CITY ENGINEER'S REVIEW.
2. THE SUBDIVISION IS LOCATED IN THE NW 1/4 OF SECTION 30, T36S, R11W, SLB&M, CEDAR CITY, UTAH.
3. THE SUBDIVISION IS BOUND BY THE 4B RANCH SUBDIVISION TO THE NORTH, THE 4A RANCH SUBDIVISION TO THE SOUTH, THE 4C RANCH SUBDIVISION TO THE EAST, AND THE 4D RANCH SUBDIVISION TO THE WEST.
4. THE TRACT IS DIVIDED INTO 34 LOTS, EACH OF WHICH IS APPROXIMATELY 1.65 ACRES IN SIZE.
5. THE TRACT IS BOUND BY THE 4B RANCH SUBDIVISION TO THE NORTH, THE 4A RANCH SUBDIVISION TO THE SOUTH, THE 4C RANCH SUBDIVISION TO THE EAST, AND THE 4D RANCH SUBDIVISION TO THE WEST.
6. THE TRACT IS DIVIDED INTO 34 LOTS, EACH OF WHICH IS APPROXIMATELY 1.65 ACRES IN SIZE.
7. THE TRACT IS BOUND BY THE 4B RANCH SUBDIVISION TO THE NORTH, THE 4A RANCH SUBDIVISION TO THE SOUTH, THE 4C RANCH SUBDIVISION TO THE EAST, AND THE 4D RANCH SUBDIVISION TO THE WEST.
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LEGEND

- 1. LOT
- 2. STREET
- 3. RAILROAD
- 4. POWER LINE
- 5. WATER LINE
- 6. GAS LINE
- 7. TELEPHONE LINE
- 8. FENCE
- 9. EROSION CONTROL
- 10. DRAINAGE
- 11. UTILITY
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- 96. EROSION CONTROL
- 97. DRAINAGE
- 98. UTILITY
- 99. EROSION CONTROL
- 100. DRAINAGE

PLANNING COMMISSION APPROVAL

THE PLANNING COMMISSION HAS REVIEWED THE SUBDIVISION MAP AND FINDS THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE CITY ENGINEER'S REVIEW. THE COMMISSION HAS APPROVED THE SUBDIVISION MAP AND HAS RECOMMENDED THAT THE CITY ENGINEER REVIEW THE SUBDIVISION MAP AND APPROVE IT. THE COMMISSION HAS APPROVED THE SUBDIVISION MAP AND HAS RECOMMENDED THAT THE CITY ENGINEER REVIEW THE SUBDIVISION MAP AND APPROVE IT.

CERTIFICATE OF ACCEPTANCE

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CITY ENGINEER'S APPROVAL

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

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: May 17, 2023

Subject: **Consider a Federal Aid Agreement with UDOT for the Industrial Road Improvements project.**

Discussion: UDOT has provided a Federal Aid Agreement to Cedar City for the Industrial Road Improvements project. In order to move forward with receiving the funding, the agreement will need to be signed by the Mayor. The agreement is being presented to the City Council for consideration. A copy of the proposed agreement is included with this Information Sheet.

Per this agreement, the Federal aid portion is listed as \$2,999,661. Cedar City is required to provide 6.77% matching funds to the project in the amount of \$217,824.

Recently, Cedar City was informed that a grant award has been made in the amount of \$200,000 for this project from the Utah Division of Outdoor Recreation. In addition, several items have been proposed in the tentative FY24 budget for this project. Based on this information, the funding summary table has been updated.

If the attached agreement is approved, then the City will also need to move forward with the agreements to complete the engineering and environmental work according to UDOT requirements. Those agreements were approved previously by the City Council.

The following table provides a summary of the proposed budget for the project:

Industrial Road Improvements Project Funding
(Account #26-40-739)

| | <u>Funding</u> | <u>Expenses</u> | <u>Balance</u> |
|---|--------------------|----------------------|--------------------|
| <u>Funding –</u> | | | |
| Federal funding through UDOT | \$2,999,661 | | |
| Utah Div. of Outdoor Recreation grant | \$200,000 | | |
| Industrial Road/Railroad – Acct #26-40-739 | \$103,000 | | |
| Tentative FY24 Budget– Transport. Impact Fees | \$500,000 | | |
| Tentative FY24 Budget– Parks & Rec Impact Fees | \$700,000 | | |
| Tentative FY24 Budget– Water | \$330,000 | | |
| Tentative FY24 Budget– Sewer Collection | \$50,000 | | |
| Tentative FY24 Budget– Storm Drain | \$300,000 | | |
| <u>Expenses –</u> | | | |
| Preconstruction engineering services – Mainline | | (\$194,034) | |
| Environmental and public involvement – Sunrise | | (\$31,695) | |
| Construction cost (estimate) | | (\$3,554,000) | |
| Water improvements (estimate) | | (\$330,000) | |
| Sewer improvements (estimate) | | (\$50,000) | |
| Construction engineering (estimate) | | (\$375,000) | |
| Contingency/Incentives (estimate) | | (\$263,000) | |
| City’s estimated cost for underground power lines | | (\$500,000) | |
| Totals – | \$5,182,661 | (\$5,297,729) | (\$115,068) |

This is a current summary of the funding and expenses for the overall project. The construction cost estimate for the project will be refined as the design is completed.

Please consider whether to approve the Federal Aid Agreement for the Industrial Road Improvements project.

**State of Utah
Department of Transportation**

| | | |
|---|---|---|
| Federal Aid Agreement for Local Agency Project CFDA No. 20.205 Highway Planning and Construction | Cedar City - Jonathan Stathis | Maximum Project Value Authorized \$3,217,484 |
| PIN Number 20484 FINET Number 56119 FMIS Number F017503 DUNS Number 073013153 | Project Number F-R499(450) PIN Description Industrial Road Improvement Project | Agreement Number (Assigned By Comptrollers) Date Executed |

This Agreement is entered into this _____ by and between the Utah Department of Transportation ("UDOT") and Cedar City "Local Agency", a political subdivision(s) of the State of Utah.

The Local Agency has a project that will receive financing from federal-aid highway funds. The Project consists of Industrial Road Improvement Project, located at Cedar City and identified as project number F-R499(450);

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the Local Agency to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2023 - 2026

| Fund* | Prior | 2023 | 2024 | 2025 | 2026 | Total | Fed Aid | State | Other | Pct |
|--------------|-------|-------------|------|------|------|-------------|-------------|-------|-----------|-------|
| HIP COMUNITY | \$0 | \$3,217,484 | \$0 | \$0 | \$0 | \$3,217,484 | \$2,999,661 | \$0 | \$217,824 | 6.77% |
| Total: | \$0 | \$3,217,484 | \$0 | \$0 | \$0 | \$3,217,484 | \$2,999,661 | \$0 | \$217,824 | 6.77% |

AGREEMENT

Now, therefore, the parties agree as follows:

I. Description of the Project.

II. UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
- C. Assign a UDOT Project Manager to:
 - 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
 - 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
 - 4. Prepare and process the federal aid agreement before project initiation.
 - 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
 - 6. Assist the local agency to process and approve Consultant Pay Requests.
 - 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
 - 8. Coordinate to ensure ongoing communication with the local project sponsor.
 - 9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
 - 10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
 - 11. Coordinate betterment items and finalize agreements prior to construction advertising.
 - 12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
 - 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
 - 14. Coordinate the UDOT project closeout process.

III. Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

A. The Local Agency shall assign a representative to serve as the Local Project Manager to:

- 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
- 2. Coordinate with the UDOT Project Manager concerning the funding.
- 3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
- 4. Manage the day-to-day activities of the Project as follows:
 - a. Consultant and professional services used on the Project.
 - b. The Local Agency shall recommend and approve consultant pay requests.
 - c. Project scope, schedule, budget, and quality.
 - d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
 - e. Coordination with the assigned UDOT Project Manager.
 - f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
 - h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
 - i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

- 1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
 - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
 - 3) Ensure NEPA Environmental clearances and approvals are obtained.
 - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
 - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
 - 6) Ensure construction standards and specifications are met.
 - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
 - k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
 - l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
 - m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
 - n. Approve the final advertising package and obtain local signature approval advertisement.
 - o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
 - p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
 - q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
 - r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
 - s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
 - t. Assist to provide all documentation needed for construction project close out including Buy America certification.
 - u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. Funding. Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition, the Local Agency agrees to pay 100% of the overruns that exceed \$3,217,484 and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to Jonathan Stathis at JSTATHIS@CEDARCITY.ORG, the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

V. Local Agency's Reimbursement Claims. The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203. <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, , UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

VII. Compliance with the John S. McCain National Defense Authorization Act: The Local Agency certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 CFR § 200.216.

VIII. Project Authorization for Federal Aid. The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and the Local Agency will be required to pay 100% of those costs. This end date can be

found on the UDOT website at the following link: [Local Government Close Out Dates](#). FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

IX. **Title VI Provisions.** Where Title VI **APPENDICES A** and **E** in the remainder of this section use contractor, substitute Local Agency. Where the Title VI **APPENDICES A** and **E** in the remainder of this section use the recipient, substitute UDOT.

APPENDIX A: During the performance of this contract, for itself, its assignees and successors in interest (hereinafter in referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E – During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

X. Indemnity clause. UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XI. Single Audit Act. The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

XII. Maintenance. The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XIII. Utilities. The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XIV. Availability of Records. For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XV. Right of Way. The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of-way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <https://www.udot.utah.gov/connect/business/design/project-advertising-tools/>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to <https://www.ecfr.gov/cgi-bin/ECFR?page=browse> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XVI. Change in Scope and Schedule. Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e, MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if

the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XVII. UDOT Service Costs. UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

XVIII. Additional Contracting Party. If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XIX. Termination. This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

XX. Miscellaneous.

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.
4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties.
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XXI. **Content Review.**

Language content was reviewed and approved by the Utah AG's office on June 29, 2022.

LOCAL AGENCY

By _____

Date _____
Cedar City Official

Utah Department of Transportation

By _____
Region Director

Date _____

UDOT Comptroller

By _____
Comptroller's Office

Date _____

| | |
|---------------------|-------|
| Project Name | _____ |
| Project Number | _____ |
| Project Location | _____ |
| Project Description | _____ |
| Project Status | _____ |
| Project Budget | _____ |
| Project Schedule | _____ |
| Project Contact | _____ |
| Project Approval | _____ |
| Project Signature | _____ |
| Project Date | _____ |

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| Project Name | _____ |
| Project Number | _____ |
| Project Location | _____ |
| Project Description | _____ |
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| Project Contact | _____ |
| Project Approval | _____ |
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| Project Date | _____ |

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| Project Number | _____ |
| Project Location | _____ |
| Project Description | _____ |
| Project Status | _____ |
| Project Budget | _____ |
| Project Schedule | _____ |
| Project Contact | _____ |
| Project Approval | _____ |
| Project Signature | _____ |
| Project Date | _____ |



**Consultant Services
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
CONSULTANT SERVICES**

TODAY'S DATE 2/7/2023
PM REQUEST DATE 2/7/2023

**FEDERAL AID
AGREEMENT NO.**

Project No.: F-R499(450) **PIN No.:** 20484

PIN Description: Industrial Road Improvement Project **FINET Prog Code No.:** 56119

| UDOT Project Manager | UDOT Contract Administrator |
|--|--|
| Devin Squire 210 West 800 South Richfield, UT 84701 (801)200-5217 dsquire@utah.gov | Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)815-4367 michaelbutler@utah.gov |

| Local Government |
|---|
| Cedar City 10 N MAIN ST Cedar City, UT 84720-2635 Jonathan Stathis, (435) 463-0412 JSTATHIS@CEDARCITY.ORG |

| | |
|------------------------|-------------|
| Project Value | \$3,217,484 |
| Federal Match | \$2,999,661 |
| Local Government Match | \$217,824 |
| State Match | \$0 |

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.

CEDAR CITY COUNCIL

AGENDA ITEMS - 8

TO: Mayor and City Council

FROM: City Attorney

DATE: May 13, 2023

SUBJECT: Resolution to Amend Development Plan by Cedar 106 LLC (Plum Creek).

DISCUSSION:

The City Council previously approved a Development Plan for this project. The owner seeks to amend the agreement's Preliminary Layout Plan to change the marked right-of-way from 66 feet to 55 feet. The proposed change does not modify the density of the development.

The Planning Commission gave a **positive** recommendation on the requested change (see the attached minutes). Please consider whether to pass these ordinances amending the general land use plan and zoning in this area.

CEDAR CITY RESOLUTION NO. _____

**A RESOLUTION APPROVING THE AMENDED DEVELOPMENT AGREEMENT
WITH CEDAR 106, LLC FOR APPROXIMATELY 107 ACRES LOCATED AT
APPROXIMATELY 800 NORTH LUND HIGHWAY WITHIN CEDAR CITY**

WHEREAS, the City Council previously approved resolution for a Development Agreement with Plum Creek (signed as Cedar 106, LLC by Walt Plumb III); and

WHEREAS, the Development Agreement included a Preliminary Layout Plan as Exhibit C, which included a planned right-of-way of 66 feet; and

WHEREAS, the developer wishes to reduce the right-of-way to 55 feet; and

WHEREAS, attached hereto and incorporated herein as exhibit A is the Amended Development Agreement, which replaces the Preliminary Layout Plan changing the right-of-way to 55 feet; and

WHEREAS, the amendment to the Development Agreement has been reviewed and received a positive recommendation from the City's Planning Commission.

NOW THEREFORE be it resolved by the City Council of Cedar City, Iron County, State of Utah, that the amended Development Agreement provided in Exhibit A is approved by Cedar City and replaces the previous Development Agreement.

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

This resolution shall take effect immediately upon passage.

Dated this ____ day of August, 2022.

GARTH O. GREEN
MAYOR

[SEAL]

ATTEST:

RENON SAVAGE
RECORDER

6. Development Agreement vicinity of 800 N. Lund Hwy. Sean Wharton
Amendment – Agreement with Cedar 106 LLC
(Recommendation)

Bob Platt – Platt & Platt – The reason for this item is to fit the 55-foot Street, Jonathan, is that correct? **Jonathon** - Yes. **Bob Platt** - Okay. So in the development agreement for this property, which is connected to the next item on the agenda also. In the development agreement, this is proposed as a 66 foot right away, correct? **Jonathon** - Yes. **Bob Platt** - Okay So we are requesting that that master planned road be a 55 foot right away because there's a master plan 66 foot right away, just right here just to the south of it about five or 600 feet. On 800 North, which exists in Monte Vista subdivision. With that 66 foot right away in the master plan goes on to Lund highway. This request is for this to be a 55 foot right away, versus 66 in the development agreement. **Craig Isom** - That's included in the development agreement? **Bob Platt** - Apparently it says 66 feet is in the development agreement. **Jonathon** - Yes, when the development agreement came through, they have this exhibit which is at the very end of the agreement, they did show a 66 foot right of way. We've looked at the traffic that's going to be generated by the development, it looks like a 55 foot right of way would work in conjunction with that 66 foot right of way on 800 North. They will need to make some revisions to this exhibit prior to going to city council meeting. As we looked at the traffic there are north south roads. There's one just west of the R3 property and then one through the RN zone. And those two north south roads would need to be 55-foot roads as well. And then we'd also recommend having more connections going down 800 north. So one from the R3 zone down and then one from the R2 zone connecting down to 800 North and then the central commercial zone would also have an access out to land highway. Basically, by making this change is still would work as long as we have that 66 foot right of way on 800 North which is which is a master planned road. **Carter Wilkey** - One question I have, this 800 North, it doesn't go out west to Lund Highway as we speak. I mean, this road, it's a master planned road, but it doesn't exist out that far East, does it? **Jonathon** - Not currently. But it is on the master plan. **Bob Platt** - It ends right here in the Monte Vista subdivision. **Jonathon** - But as this property develops, they'll have to improve that. **Carter Wilkey** – Well, they'll only have to do their half of it though, correct? **Jonathon** - Plus 12 feet, yeah. **Carter Wilkey** – So they'll do their half plus 12 feet. So how many feet will we end up with? **Jonathon** - 45. **Carter Wilkey** – So if this property to the south never develops, we end up with one 55-foot-wide road and one 45-foot-wide road and no 66-foot-wide road. **Jonathon** - Yeah, but again, as development happens. **Bob Platt** – Until this road gets developed full width and this comes into the city then the master plan is for it to be a 66-foot road. **Adam Hahn** - But you'll have to put in some additional tie ins to go from your 55-foot road to your 66. **Bob Platt** – Apparently, yes. **Adam Hahn** - And that's acceptable to you? Okay. Do we have any other questions from the commission? **Craig Isom** - Just to clarify this 106.65 total acres, this development plan just mirrors the zoning that we did. The rezoning we did in terms of total units and the types of units and everything else. I mean, it's consistent with the zoning that the City Council has. **Bob Platt** – Yes. **Adam Hahn** - Okay, so we're looking for a recommendation on this item.

Jennie Hendricks motions for a POSITIVE recommendation for the Development Agreement Amendment with Cedar 106 LLC; Jennifer Davis seconds; Carter Wilkey voted Nay, all others in favor.

EXHIBIT A

Cedar City's Development Agreement with Plum Creek LLC

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this ____ day of _____ 2023 by and among the City of Cedar City, a Utah municipal corporation, hereafter referred to as "City" and Cedar 106 LLC, a Utah limited liability company, hereafter referred to as "Developer". The Developer is the owner of 106 acres of property located in Cedar City in the vicinity of 800 North Lund Highway (the "Project"). The City and Developer are collectively referred to in this Agreement as the "Parties".

RECITALS

A. Cedar City, acting pursuant to its authority under Utah Code Annotated §10-9a-102(2) as amended and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the Project and, in exercise of its legislative discretion, has elected to enter into this Agreement.

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

C. The Project is arranged on Iron County Parcel Numbers B-1885-0000-0000 (60.23 acres), B-1885-0008-0000 (20.54 acres), B-1885-0011-0000 (15.82 acres), B-1886-0000-0000 (9.43 acres), and B-1886-0004-0000 (19.36 acres) located on or about 800 North Lund Highway, Cedar City, Utah, with the legal description being contained in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

D. Parties acknowledge that on August 10, 2022, the City Council approved the Project Property to be rezoned in the following Areas as follows:

(Remainder of page intentionally left blank)

| Area | Use | Acres | Current Zone | Rezoned | Units Per Acre (Gross) | Number of Units |
|------|--------------------------------|-------|--------------|---------|------------------------------|------------------------------|
| A | Commercial | 8.10 | AT | CC | as allowed by City ordinance | as allowed by City ordinance |
| B | Condos, Townhomes & Apartments | 19.79 | AT | R-3-M | 19.91 | 394 |
| C | Single Family Homes | 19.45 | AT | R-2-1 | 3.96 | 77 |
| D | Residential Neighborhood | 14.89 | AT | RNZ | 5.04 | 75 |
| E | Single Family Homes | 21.71 | MPD & AT | R-1 | 2.76 | 60 |
| F | Twin Homes | 22.71 | MPD & AT | R-2-2 | 6.52 | 148 |

With the understanding that the Parties are bound by the terms of this Agreement. This Agreement is to regulate the intended land uses, densities, and a mixture of commercial and residential uses within the Project.

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

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

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

H. Consistent with the foregoing authorization and the provisions of Utah State law, the City's governing body has authorized execution of this Agreement by Resolution 22-0810, a copy of which is attached to this Agreement as Exhibit "B".

AGREEMENT

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

I. Recitals.

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

II. Exhibits.

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

- Exhibit A - Legal Description of Property
- Exhibit B - Adopting Resolution
- Exhibit C – Preliminary Layout Plan

III. Developer Obligations.

- A. Completion of the Project. Developer agrees to construct and complete the Project in accordance with the Preliminary Layout Plan and dedicate to the City all roads and other applicable public infrastructure included within the Project, to the extent that such roads and other public infrastructure are located outside any proposed Planned Unit Development (PUD) and are to be operated by the City. On July 27, 2022, the Cedar City Council granted the requested zone changes on the Project's Property contingent upon the satisfaction of certain conditions. Developer hereby agrees to satisfy all conditions imposed by the Cedar City Council, namely:
- i. The overall residential density of the Project shall not exceed 754 units,
 - ii. Developer is required to provide open space, services, and amenities for the use by the residents of the Project as set out in the Preliminary Layout Plan and by City ordinance, and
 - iii. Developer agrees to satisfy all requirements and conditions imposed by the City Council pursuant to the City's ordinances, policies, standards, and procedures. Developer acknowledges that over time City ordinances, policies, standards, and procedures may change. Developer's vesting rights in City ordinances, policies, standards, and procedures will be determined by City ordinance and the laws of the state of Utah.
- B. Project Density and Lot Arrangement. The Parties acknowledge that the exact configuration of the final layout of the Project may vary from that shown in the Preliminary Layout Plan due to the final road locations, market forces, and other factors that are unforeseeable. Developer may transfer the location of the single-family dwelling units between and among the phases so long as (a) no transfer shall allow the Project to exceed the Maximum Residential Dwelling Units of 754 as set forth in this Agreement, and (b) all single-family dwelling lots satisfy the minimum zoning requirements as specified in the R-1, R-2-1 and RNZ zones.

IV. Vested Rights and Reserved Legislative Powers.

A. Zoning: Vested Rights. The City has agreed to rezone the Property as follows:

| Area | Use | Acres | Current Zone | Rezoned | Units Per Acre (Gross) | Number of Units |
|-------------|--------------------------------|--------------|---------------------|----------------|-------------------------------|------------------------------|
| A | Commercial | 8.10 | AT | CC | as allowed by City ordinance | as allowed by City ordinance |
| B | Condos, Townhomes & Apartments | 19.79 | AT | R-3-M | 19.91 | 394 |
| C | Single Family Homes | 19.45 | AT | R-2-1 | 3.96 | 77 |
| D | Residential Neighborhood | 14.89 | AT | RNZ | 5.04 | 75 |
| E | Single Family Homes | 21.71 | MPD & AT | R-1 | 2.76 | 60 |
| F | Twin Homes | 22.71 | MPD & AT | R-2-2 | 6.52 | 148 |

as shown on the City's zoning map and the zoning for City accommodates and allows all development contemplated by City ordinance, City engineering standards, and this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants Developer all rights to develop the Project in fulfillment of this Agreement. The Parties specifically intend that this Agreement grant to Developer "vested rights" as that term is construed in Utah's common law, pursuant to Utah Code Ann. 10-9a-509, and City ordinance. As of the date of this Agreement, the Parties confirm that the uses, configurations, densities, and other development standards reflected in this Agreement are agreed upon and approved under, and consistent with, City's existing laws, Zoning Map, and General Plan.

At the completion of all of the development on the entire project in accordance with the approved plans, Developer shall be entitled to have developed the maximum residential units as specified in and pursuant to this Agreement. This is subject to compliance with the terms and conditions of this Agreement and the other applicable ordinances and regulations of the City.

B. Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that

cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer with respect to use under the zoning designations of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, which the City's land use authority finds, on the record, are necessary to prevent a physical harm to third parties, which harm did not exist at the time of the execution of this Agreement, and which harm, if not addressed, would jeopardize a compelling, countervailing public interest pursuant to Utah Code Ann. 10-9a-509(1)(a)(i), as proven by the City by clear and convincing evidence. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; and, unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

- C. Application under City's Future Laws. "Future Laws" means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a development application is submitted for a part of the Project and which may or may not be applicable to the development application depending upon the provisions of this Agreement. Without waiving any rights granted by this Agreement, Developer may at any time, choose to submit a development application for the entire Project under the City's Future Laws in effect at the time of the development application so long as Developer is not in current breach of this Agreement.

V. Term.

This Agreement shall be effective as of the date of execution, and upon recordation, shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten (10) years from its date of recordation in the official records of the Iron County Recorder's Office. For good cause, the City Council may grant an extension of the ten (10) year term limit. The Parties acknowledge that if this agreement were to terminate, any unplatted land will go through the legal process to revert to the City's Master Planned Development (MPD), and Annex Transition (AT) zones.

VI. General Provisions.

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

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

If to Developer: Cedar 106 LLC
201 South Main St. Suite 2000
Salt Lake City, UT 84111

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

- B. Mailing Effective. Notices given by mail shall be deemed delivered upon deposit with the U.S. Postal Service in the manner set forth above. Notices that are hand delivered or delivered by nationally recognized overnight courier shall be deemed delivered upon receipt.
- C. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.
- D. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.
- E. Authority. The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that each party is fully formed and validly existing under the laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the Parties on whose behalf each individual is signing.
- F. Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the Parties.
- G. Amendment of this Agreement. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Iron County Recorder's Office. The Parties agree to, in good faith, apply for, grant, and approve such amendments to this Agreement as may be necessary or reasonably required for future phases consistent with this Agreement and with the approval granted by the Cedar City Council.

- H. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and the Developer's ability to complete the Project is not defeated by such severance.
- I. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The Parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Iron County, Utah, and the Parties hereby waive any right to object to such venue.
- J. Remedies. If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.
- K. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.
- L. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors in interest and assigns.
- M. Assignment. The rights of the Developer under this Agreement may not be transferred or assigned, in whole or in part except by written approval of the City. Developer shall give notice to the City of any proposed or requested assignment at least thirty (30) days prior to the effective date of the assignment. City shall not unreasonably withhold its consent to assignment. The provisions of this paragraph shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Developer complying with applicable law and the requirements of this Agreement. The provisions of this paragraph shall also not prohibit Developer's sale of completed subdivision lots within the Project.
- N. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.
- O. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

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

DEVELOPER:

Cedar 106, LLC

By: _____

Walt Plumb

STATE OF UTAH

:ss.

COUNTY OF _____)

On this _____ day of _____, 2023, personally appeared before me _____ who duly acknowledged to me that he signed the above and foregoing document.

CITY:

GARTH O. GREEN

MAYOR

[SEAL]

ATTEST:

RENON SAVAGE
CITY RECORDER

STATE OF UTAH)

:ss.

COUNTY OF IRON)

This is to certify that on the ____ day of _____ 2023, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Garth O. Green, 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 Garth O. Green 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

Exhibit A

Legal Description of Property

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1: (B-1885-0000-0000)

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, THENCE ALONG THE SECTION LINE NORTH 0°03'39" EAST, 1330.55 FEET; THENCE ALONG THE 1/16TH SECTION LINE SOUTH 89°56'22" EAST, 2658.88 FEET; THENCE ALONG THE 1/4 SECTION LINE SOUTH 0°01'57" WEST 663.64 FEET; THENCE NORTH 89°58'29" WEST 1370.70 FEET; THENCE SOUTH 0°02'48" WEST, 664.48 FEET; THENCE ALONG THE SECTION LINE SOUTH 89°59'25" WEST 1288.51 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM any and all water and/or water rights.

PARCEL 2: (B-1885-0008-0000)

BEGINNING NORTH 00°01'58" EAST 331.76 FEET ALONG CENTER SECTION LINE FROM THE SOUTH 1/4 CORNER, SECTION 5, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 89°59'27" WEST 1370.82 FEET; NORTH 00°03'31" EAST 332.25 FEET; SOUTH 89°58'37" EAST 2696.74 FEET TO WESTERLY RIGHT OF WAY OF LUND HIGHWAY; ALONG SAID RIGHT OF WAY SOUTH 00°39'12" WEST 331.65 FEET; LEAVING SAID RIGHT OF WAY NORTH 89°59'27" WEST 1322.47 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM any and all water and/or water rights.

PARCEL 3: (B-1886-0000-0000)

BEGINNING AT A POINT NORTH 89°59'20" EAST ALONG SECTION LINE 1288.51 FEET & NORTH 0°03'31" EAST 332.21 FEET FROM THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°03'31" EAST 332.25 FEET; SOUTH 89°58'37" EAST 1370.70 FEET TO NORTH-SOUTH 1/4 SECTION LINE OF SAID SECTION 5; NORTH 0°02'07" EAST ALONG 1/4 SECTION LINE 663.74 FEET TO CENTER SOUTH 1/16 CORNER OF SAID SEC 5; SOUTH 89°56'34" EAST ALONG 1/16 LN 664.71 FT; SOUTH 0°01'42" WEST 663.35 FT; SOUTH 89°58'37" EAST 661.25 FT TO WESTERLY RIGHT OF WAY LINE OF LUND HIGHWAY; SOUTH 0°39'12" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE 331.71 FEET; NORTH 89°59'27" WEST 540.21 FEET; SOUTH 0°02'01" WEST 215.32 FEET; SOUTH 89°25'15" WEST 116.77 FT; NORTH 0°02'01" EAST 216.52 FT; NORTH 89°59'27" WEST 665.49 FEET TO THE 1/4 SECTION LINE; NORTH 89°59'27" WEST 1370.83 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING NORTH 00°01'58" EAST 331.76 FEET ALONG CENTER SECTION LINE FROM THE SOUTH 1/4 CORNER, SECTION 5, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 89°59'27" WEST 1370.82 FEET; NORTH 00°03'31" EAST 332.25 FEET; SOUTH 89°58'37" EAST 2696.74 FEET TO WESTERLY RIGHT OF WAY OF LUND HIGHWAY; ALONG SAID RIGHT OF WAY SOUTH 00°39'12" WEST 331.65 FEET; LEAVING SAID RIGHT OF WAY NORTH 89°59'27" WEST 1322.47 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

BEGINNING AT A POINT NORTH 89°59'10" EAST 665.50 FEET ALONG THE SECTION LINE AND NORTH 0°02'01" EAST, 114.97 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°02'01" EAST 216.52 FEET; THENCE SOUTH 89°59'27" EAST 116.76 FEET; THENCE SOUTH 0°02'01" WEST, 215.32 FEET; THENCE SOUTH 89°25'15" WEST 116.77 FEET TO THE POINT OF BEGINNING.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 14339-00001

ALTA Commitment for Title Insurance Schedule A (07-01-2021) wEnds

Page 2 of 3



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTING THEREFROM any and all water and/or water rights.

PARCEL 4: (B-1885-0011-0000)

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°59'20" WEST ALONG THE SECTION LINE 1370.97 FEET; THENCE NORTH 00°03'31" EAST 332.21 FEET; THENCE SOUTH 89°59'27" EAST 2036.32 FEET; THENCE SOUTH 00°02'01" WEST 216.52 FEET; THENCE NORTH 89°25'15" EAST 116.77 FEET; THENCE SOUTH 00°02'01" WEST 116.13 FEET; THENCE SOUTH 89°59'20" WEST 782.26 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM any and all water and/or water rights.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 14339-00001

ALTA Commitment for Title Insurance Schedule A (07-01-2021) wEnds

Page 3 of 3



Exhibit B
Adopting Resolution

RESOLUTION ADOPTING AMENDED PRELIMINARY LAYOUT PLAN

CEDAR CITY RESOLUTION NO. 22-0810

A RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT WITH PLUM CREEK LLC FOR APPROXIMATELY 107 ACRES LOCATED AT APPROXIMATELY 800 NORTH LUND HIGHWAY WITHIN CEDAR CITY

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

WHEREAS, the Development Agreement will allow the subject property to be development in accordance with the following:

| Area | Use | Acres | Current Zone | Rezoned | Units Per Acre (Gross) | Number of Units |
|------|--------------------------------|-------|--------------|---------|------------------------------|------------------------------|
| A | Commercial | 8.10 | AT | CC | as allowed by City ordinance | as allowed by City ordinance |
| B | Condos, Townhomes & Apartments | 19.79 | AT | R-3-M | 19.91 | 394 |
| C | Single Family Homes | 19.45 | AT | R-2-1 | 3.96 | 77 |
| D | Residential Neighborhood | 14.89 | AT | RNZ | 5.04 | 75 |
| E | Single Family Homes | 21.71 | MPD & AT | R-1 | 2.76 | 60 |
| F | Twin Homes | 22.71 | MPD & AT | R-2-2 | 6.52 | 148 |

WHEREAS, the Development Agreement outlines the responsibilities for each party; and

WHEREAS, attached hereto and incorporated herein as exhibit A is the Development Agreement; and

WHEREAS, the Development Agreement has been reviewed and received a positive recommendation from the City's Planning Commission.

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

Council Vote:

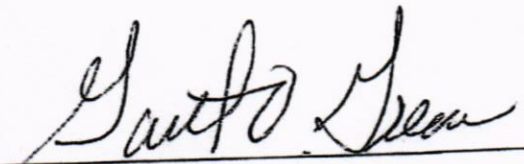
Hartley - Aye
Isom - Nay
Phillips - Aye
Melling - Aye
Riddle - Aye

This resolution shall take effect immediately upon passage.

Dated this 11th day of August, 2022.

[SEAL]
ATTEST:




GARTH O. GREEN
MAYOR

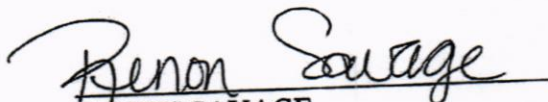

RENON SAVAGE
RECORDER

Exhibit C
Preliminary Layout Plan



| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
|---------|--------|----------|--------------|-----------------|--------------|
| C11 | 21.16 | 95.00 | 56° 19' 16" | | |
| C12 | 21.16 | 95.00 | 115° 37' 32" | 56° 19' 16" | 56.28 |
| C13 | 130.89 | 65.00 | 115° 37' 32" | 56° 19' 16" | 109.82 |
| C14 | 20.48 | 95.00 | 137° 03' 27" | 145° 01' 47" | 109.82 |
| C15 | 23.58 | 30700.00 | 137° 03' 27" | 145° 01' 47" | 21.23 |
| C16 | 48.49 | 55.00 | 30700.00 | 145° 06' 42" | 77.65 |
| C17 | 93.21 | 37.50 | 30700.00 | 145° 06' 42" | 86.31 |
| C18 | 156.91 | 25.00 | 49° 02' 51" | 145° 28' 34" | 152.81 |
| C19 | 157.25 | 200.00 | 49° 02' 51" | 145° 29' 49" | 153.04 |
| C20 | 105.38 | 87.00 | 145° 06' 42" | 145° 06' 42" | 96.84 |
| C21 | 109.18 | 85.50 | 145° 01' 19" | 145° 01' 19" | 96.28 |

LEGEND

PROPERTY BOUNDARY
PROPOSED LOT BOUNDARY
EXISTING EASEMENT
SECTION MONUMENT

+ ⊕ ● ○

PROPOSED STREET CONTROL MONUMENT

CORNER 80' DIAMETER BY 20' BEARER WITH A YELLOW PLASTIC CAP
CORNERS 6" DIA. BY 12" BEARER WITH A RED PLASTIC CAP
OTHER CORNERS ARE AS NOTED HEREON

CERTIFICATE OF RECORDS

I, CLARENCE JEFFRIES, COUNTY RECORDER OF BERNHARD COUNTY, UTAH, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON THIS _____ DAY OF _____, 2021.

CLARENCE JEFFRIES
BENH COUNTY RECORDER

BOOK _____ PAGE _____
RECORDED AT _____ FEE _____
INSTRUMENT NO. _____
RECORDED AT THE REQUEST OF _____

TEST - LUND HIGHWAY

CERTIFICATE OF APPEAL

I, CLARENCE BROWN, of CELANO CITY CORPORATION, DO HEREBY CERTIFY THAT THE ROAD DESIGNATED FOR CELANO CITY IS LOCATED ON THE EAST SIDE OF THE ROAD DESIGNATED FOR CELANO CITY FOR ALL NORTH, SOUTH, WEST AND SOUTHWEST STRETS HAS BEEN APPROVED BY THE CITY COUNCIL AND IS HEREBY ORDERED TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK FOR THE COUNTY OF CLATSOP ON 10/10/2011.

OWNER CELANO CITY CORPORATION DATE _____

DRAWN ATTORNEY AT LAW DATE _____

OWNER'S CERTIFICATE NOTARY PUBLIC

CELANO INC., A UTAH LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY DESCRIBED IN THE SURVEY OF THE UTAH PUBLIC LANDS, HAS REQUESTED THAT CELANO CITY CORPORATION, THE STRETS AND ADJACENTS, AS SHOWN ON THIS PLAT.

WALTER J. PLUMB JR., A.A., WALTER PLUMB JR., MANAGER DATE _____

ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF CLATSOP

ON THIS 10/10/2011 DAY OF OCTOBER,
 BEFORE ME, WALTER J. PLUMB JR., A.A., WALTER PLUMB JR., MANAGER, CELANO INC., A UTAH LIMITED LIABILITY COMPANY, HAS REQUESTED THAT CELANO CITY CORPORATION, THE STRETS AND ADJACENTS, AS SHOWN ON THIS PLAT.
 I, THE NOTARY PUBLIC, HAVE BEEN DULY SWORN AND QUALIFIED FOR THE NOTARIAL POSITION.

 NOTARY PUBLIC

[illegible]

825 NORTH

0 50 100 Feet

SECTION BREAKDOWN & VICINITY MAP

115

SECTION 5

SW CORNER OF SECTION 5
E. 102238.5000
E. 102238.5000

S 1/4 CORNER OF SECTION 5
E. 102238.5000
E. 102238.5000

SW CORNER OF SECTION 5
E. 102238.5000
E. 102238.5000

W 1/4 CORNER OF SECTION 5
E. 102238.5000
E. 102238.5000

Center 1/4 Corner of Section 5
E. 102238.5000
E. 102238.5000

Project Location

SHEET 2 VIEWPORT BOUNDARY

SECTION 5

SECTION 1/4 CORNER

115440.5000
E. 99981.3333

CEDAR CITY COUNCIL

AGENDA ITEM – 10

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: May 17, 2023
SUBJECT: New Construction – Southern Skies Airport Hangar Parking Lease

DISCUSSION:

The Airport would like to lease land to Clayton Cheney, Southern Skies Aviation, for the intention of the addition of alternative vehicular access and parking for his private-use aircraft hangar.

Clayton Cheney has approached the Cedar City Regional Airport and is proposing to add extra parking space to his existing 100' x 100' Aircraft Hangar lease. They have paid their initial lease initiation fee based on the city fee schedule to secure the land. We are bringing this request to the City Council for approval to move forward with this lease.

The lease terms are the same as other existing unimproved land leases and would consist of a 20-year initial lease at the rate of 20 cents per square foot as stated in the existing city fee schedule. The price of this lease will adjust based on the Consumer Price Index. At the end of the initial 20-year lease, Southern Skies Aviation will have 5, 5-year options to renew this lease at the current rate stated in the city fee schedule at that time.

VEHICLE RIGHT-OF-WAY LEASE

THIS AGREEMENT, made and entered on this _____, day of _____ 2023, by and between CEDAR CITY CORPORATION, 10 North Main Street, Cedar City, UT 84720, a municipal corporation organized and existing under the laws of the State of Utah, hereinafter referred to as the LESSOR, and Southern Skies Aviation, Inc., a Utah Corporation jointly and severally with Paradigm Developers, a Utah Business Trust, both Southern Skies Aviation, Inc. and Paradigm Developers are collectively hereinafter referred to as the LESSEE.

WITNESSETH:

The LESSOR, in consideration of the rental herein agreed to be paid by the LESSEE, and other terms herein to be performed by LESSEE, hereby leases unto LESSEE, that parcel of property located at the CEDAR CITY REGIONAL AIRPORT, Cedar City, Utah, as shown in Exhibit A and more particularly described as follows:

LEGAL DESCRIPTION(Awaiting)

Lease boundaries will contain approximately $\frac{1}{2}$ of the utility easement to the East of the hangar lot located at 2208 W 1500 N.
Contains 1,800 square feet of raw land.

Exhibit "A": Attached hereto and made part of; and

WHEREAS, the parcel of property is located on a utility easement containing City utilities and other third-party utilities; and

WHEREAS, the LESSEE agrees to abide by the terms set forth in this agreement, city regulation, and the agreement shown in Exhibit B.

ARTICLE I

TERMS AND RENTALS

1. Term. The term of this Lease shall be for a period of TWENTY (20) years commencing on the 1st day of June 2023, and expiring on 31st day of May 2043, unless sooner

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

2. Option to Renew. LESSEE is hereby granted the option to renew this Lease for five (5) separate and successive terms of five (5) years each, subject to revaluation of consideration pursuant to Article I, Section 4 of this document, provided, however, that LESSEE shall give LESSOR written notice of its intention to exercise its option at least sixty (60) days prior to the expiration of this Lease and at least sixty (60) days prior to the expiration of each successive five (5) year renewal term. Any termination for failure to exercise such option shall require thirty (30) days written notice to LESSEE. LESSEE may exercise the option within said 30-day period.

3. Consideration. As and for consideration for the terms set forth herein, the parties stipulate and agree to the sum of \$_____, based on \$0.20 sq. ft. per year.

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

5. Public Utility Easement. LESSEE acknowledges that the parcel of property to be leased under this Agreement is subject to a public utility easement. As a result, LESSEE understands and acknowledges that no fixed structures may be built and located within the public

utility easement. As a precaution, if LESSEE intends to build a fixed structure on the leased parcel of property, LESSEE must obtain permission to do so from LESSOR and other third-party utilities that have an interest in the public utility easement. Permission will not be unreasonably withheld.

ARTICLE II

SPECIAL COVENANTS-CEDAR CITY REGIONAL AIRPORT

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

2. LESSEE'S PURPOSE.

(a) LESSEE intends to comply with the use and occupancy policies stated in the Lease

and will occupy the premises for the primary purpose of providing right-of-way vehicle access to the adjoining aircraft hangar.

(b) The LESSEE agrees that no fixed structures, buildings, or paved areas will be installed on the leased premises.

(b) The LESSEE agrees that the primary purpose of this agreement may not be changed.

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

4. Subordination of Lease.

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

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

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

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

6. Discriminatory Acts Prohibited.

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

(b) The LESSEE, in its use and occupancy of the leased premises, shall not discriminate against any person or class of persons by reason of race, color, religion, sex, age, handicap or national origin.

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

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

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

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

ARTICLE III

DEFAULT AND ENFORCEMENT

1. Acts of Default Defined. Each of the following shall be deemed a default and a

breach of this Lease:

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

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

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

specified in the notice of termination of this Lease served on the LESSEE. It is expressly agreed by the LESSEE that the written notice may, at the LESSOR's option, by statement expressly included in the notice, be the written notice required by the forcible entry and detainer statutes.

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

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

(b) The option of terminating the lease without further liability, upon thirty (30) days notice filed by the LESSEE to the LESSOR.

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

5. Right of LESSOR to Re-let. In the event that this Lease shall be terminated as herein provided, or otherwise, or if the premises, or any part thereof, shall be abandoned by the LESSEE, the LESSOR may, in its own name, but as agent for the LESSEE if the Lease be not terminated, or if the Lease be terminated in its own behalf, re-let the whole or any portion of the

premises for any period equal to or greater or less than the remainder of said term, for any sum which it may deem suitable and satisfactory, and for any use and purpose which it may deem appropriate, and in connection with any such Lease the LESSOR may make such changes in the character of the improvements on the premises as the LESSOR may determine to be appropriate or helpful effecting such Lease. However, in no event shall the LESSOR be under any obligation to re-let the premises to any lessee which the LESSOR, in the exercise of reasonable discretion, shall deem to be objectionable. The LESSOR shall not in any event be required to pay the LESSEE any surplus of any sums received by the LESSOR on a re-letting of the premises in excess of the rent reserved in this Lease.

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

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

(b) An amount equal to the amount of all rent reserved under this Lease, less the net rent, if any, collected by the LESSOR on the several days on which the rent would have become due and payable; that is to say, upon each of such days the LESSEE shall pay to the LESSOR the amount of deficiency then existing. Such net rent collected on re-letting by the LESSOR shall be computed by deducting from the gross rents collected all expenses incurred by the LESSOR in

connection with the re-letting of the premises or any part thereof, including, without limitation, brokers' commissions and the cost of repairing the premises or removing any structures.

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

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

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

10. LESSOR's Right to Perform. If the LESSEE shall be in default hereunder, the

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

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

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

13. Landscaping. Landscaping shall be installed and maintained by the LESSEE to

conform to the requirements of the protective covenants of the Cedar City Industrial Park at LESSEE's expense.

14. Storage. Storage of any and all materials by LESSEE is prohibited within the premises at all times. LESSEE shall maintain clean premises and shall not allow the accumulation of waste or garbage. At no time will LESSEE park any aircraft on a non-paved surface.

ARTICLE IV

GENERAL COVENANTS

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

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

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

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

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

6. Utilities. The LESSEE understands there shall be no utilities installed on or utilized on the leased premises by the LESSEE.

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

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

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

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

obligated to replace, refill or improve any part of the leased premises during LESSEE's occupancy, in the event of such washouts, subsidence avulsion, settling or reliction.

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

11. Condemnation.

(a) If the leased premises, or any part thereof, rendering the remainder unusable is taken by eminent domain, this Lease shall expire on the date when the leased property is taken by a declaration of taking, without prejudice to LESSEE's rights against condemnor, or on the date when the condemnor is granted possession of the premises and the rent shall be apportioned as of that date.

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

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

12. Reservation of Rights of Way and Easements. The LESSOR reserves for the purpose of constructing, protecting, and maintaining City and other third-party utilities:

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

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

13. Liens and Encumbrances. If at any time during said term any liens or encumbrances of mechanic, laborers or materialmen, or secured transactions (not consented to by the LESSOR), shall be filed against the premises or any part thereof, the LESSEE shall, at its own expense procure the liens and/or encumbrances to be discharged by payment, bonding or otherwise as provided by law, and as a condition precedent to this Lease, discharge the liens or encumbrances within thirty (30) days after receiving written notice from the LESSOR that the same is filed or recorded, provided however, LESSEE shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, LESSEE shall give to LESSOR reasonable security as may be demanded by LESSOR to insure payment thereof and prevent any sale, foreclosure or forfeiture of the premises or improvements by reason of such non-payment. Such security need not exceed on and one-half times the amount of such lien or claimed lien. The LESSEE, upon reasonable notice and request in writing from the LESSOR, shall also defend for the LESSOR, at the LESSEE's sole cost and expense, any action, suit or proceeding which may be brought on or for the enforcement of any lien or encumbrance and shall pay any damages and satisfy and discharge any judgment entered in such action, suit or proceeding and save harmless the LESSOR from any liability claim or damages resulting therefrom. In the event of default by the LESSEE procuring the discharge as aforesaid of any

such lien, or security transaction, the LESSOR may, at the LESSOR's option, terminate this lease, or without further notice procure the discharge thereof by bonding or payment or otherwise, and all cost and expenses to which the LESSOR may be put in obtaining such discharge shall be paid by the LESSEE to the LESSOR as additional rent.

14. Assignment or Sub-leasing.

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

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

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

15. Mortgages and Encumbrances.

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

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

16. Quiet Enjoyment. Conditioned upon LESSEE's paying the rent herein provided and performing and fulfilling all covenants, agreements, conditions and provisions of this Lease herein to be kept, observed and performed by LESSEE, LESSEE shall have and may at all times during the term hereby granted peaceably and quietly hold, have and enjoy the leased premises.

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

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

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

20. Notice.

(a) Any notice under this Lease shall be in writing and shall be sent registered or certified mail to the last known address of the parties to whom the notice is to be given, as designated by such party in writing. The LESSOR hereby designates its address as: 10 North Main Street, Cedar City, Utah 84720. The LESSEE hereby designates its address as: PO Box 1012, Cedar City, UT 84721. (b) Any notice shall be deemed to duly govern only if mailed in a postpaid envelope addressed as provided in sub-paragraph

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

(d) Any notice, demand, request or other communication required to be in writing shall be deemed to have been given at the time it is duly deposited and registered in any United States Post Office. This provision shall not apply to any payments of rentals or monies required under this Lease.

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

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

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

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

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

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

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

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

LESSOR:

Garth Green, MAYOR
Cedar City Corporation

ATTEST:

RENON SAVAGE, CITY RECORDER

STATE OF UTAH)
 : Ss.
COUNTY OF IRON)

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

LESSEE:

Clayton Cheney
Southern Skies Aviation

STATE OF UTAH)

: Ss.

COUNTY OF IRON)

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

NOTARY PUBLIC

Exhibit B



July 6, 2021

Tyler Galetka
Cedar City Airport Operations
Cedar City Corporation

Tyler,

This note is to grant Cedar City Airport Operations permission to lease the property on which an easement has been recorded in the name of Rocky Mountain Power for maintenance and installation access. The location of this easement is noted in Exhibit A (attached). The leases will allow customers of the airport permission to use this area to enter and exit the side of the hangar with a vehicle. The lease will not allow fixed structures to be built on this lease and the airport or their customers will not be allowed to have the area paved.

Use of the right-of-way shall not infringe upon Rocky Mountain Power's easement or prevent access to Rocky Mountain Power facilities in any way. Vehicle access will be allowed, but the conditions of the easement shall be observed.

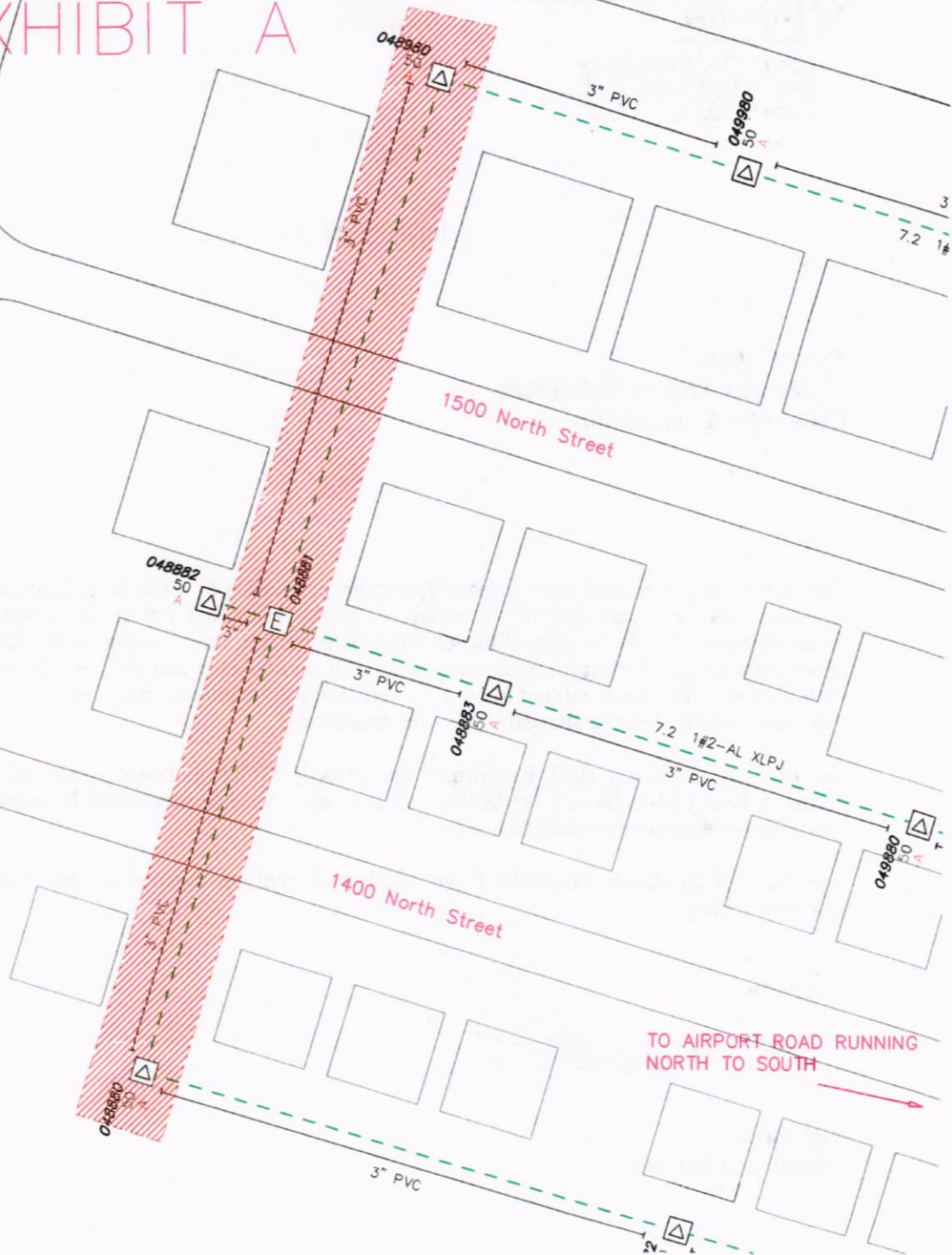
Any damage to Rocky Mountain Power equipment will be repaired at the expense of the responsible party.


Sincerely,

Rich Buelte
Distribution Manager

Exhibit B.1

EXHIBIT A



| | | | | | | | |
|--|------------|------------|----------------|--|---|------------|-------|
| Foreman | | Emp # | Job Start Date | |  PACIFICORP <small>A BERKSHIRE HATHAWAY ENERGY COMPANY</small> | | |
| CC# | WO# / REQ# | Map String | Job Comp Date | | | | |
| 11391 | CDAPPT002 | 11337012.0 | | | | | |
| CUSTOMER : Cedar City Airport, Exhibit A ADDRESS : 2185 West 1500 North Cedar City, UT | | | Circuit | Post Jobs | EST ID# | Print Date | Scale |
| | | | NEH12 | <input type="checkbox"/> RQII <input type="checkbox"/> Posted | 10633 | 07/06/21 | N/A |

2 OF 2

CEDAR CITY COUNCIL

AGENDA ITEM – 11

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: May 17, 2023
SUBJECT: New Construction – Hoffman Airport Hangar Parking Lease

DISCUSSION:

The Airport would like to lease land to Scott Hoffman, Hoffman Family Trust, for the intention of the addition of alternative vehicular access and parking for his private-use aircraft hangar.

Scott Hoffman has approached the Cedar City Regional Airport and is proposing to add extra parking space to his existing 60' x 60' Aircraft Hangar lease. They have paid their initial lease initiation fee based on the city fee schedule to secure the land. We are bringing this request to the City Council for approval to move forward with this lease.

The lease terms are the same as other existing unimproved land leases and would consist of a 20-year initial lease at the rate of 20 cents per square foot as stated in the existing city fee schedule. The price of this lease will adjust based on the Consumer Price Index. At the end of the initial 20-year lease, Scott Hoffman will have 5, 5-year options to renew this lease at the current rate stated in the city fee schedule at that time.

VEHICLE RIGHT-OF-WAY LEASE

THIS AGREEMENT, made and entered on this _____, day of _____, 2021, by and between CEDAR CITY CORPORATION, 10 North Main Street, Cedar City, UT 84720, a municipal corporation organized and existing under the laws of the State of Utah, hereinafter referred to as the LESSOR, and THE HOFFMAN FAMILY TRUST, 113 Stone Canyon Road, Boulder City, Nevada 89005, hereinafter referred to as the LESSEE.

WITNESSETH:

The LESSOR, in consideration of the rental herein agreed to be paid by the LESSEE, and other terms herein to be performed by LESSEE, hereby leases unto LESSEE, that parcel of property located at the CEDAR CITY REGIONAL AIRPORT, Cedar City, Utah, as shown in Exhibit A and more particularly described as follows:

LEGAL DESCRIPTION (Awaiting)

Lease boundaries will contain a small portion of the land directly to the east of the existing hangar located at 2087 W 1400 N for vehicle parking and access.
Contains X square feet of raw land.

Exhibit "A": Attached hereto and made part of; and

WHEREAS, the parcel of property is located on a utility easement containing City utilities and other third-party utilities; and

WHEREAS, the LESSEE agrees to abide by the terms set forth in this agreement, city regulation, and the agreement shown in Exhibit B.

ARTICLE I

TERMS AND RENTALS

1. Term. The term of this Lease shall be for a period of TWENTY (20) years commencing on the 1st day of June 2023, and expiring on 31st day of May 2043, unless sooner terminated or extended as provided by this Lease. During said 20-year period, the parties shall

evaluate the consideration set forth in paragraph 3 of this Article every 5 years to determine sufficiency or fairness thereof. Lessor may increase the consideration, at a rate not to exceed the aggregate percentage of increase in the overall national Consumer Price Index for the previous five (5) years and not to exceed a maximum of 15 percent. The lesser of the two rates will be utilized.

2. Option to Renew. LESSEE is hereby granted the option to renew this Lease for five (5) separate and successive terms of five (5) years each, subject to revaluation of consideration pursuant to Article I, Section 4 of this document, provided, however, that LESSEE shall give LESSOR written notice of its intention to exercise its option at least sixty (60) days prior to the expiration of this Lease and at least sixty (60) days prior to the expiration of each successive five (5) year renewal term. Any termination for failure to exercise such option shall require thirty (30) days written notice to LESSEE. LESSEE may exercise the option within said 30-day period.

3. Consideration. As and for consideration for the terms set forth herein, the parties stipulate and agree to the sum of \$_____, based on \$0.20 sq. ft. per year.

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

5. Public Utility Easement. LESSEE acknowledges that the parcel of property to be leased under this Agreement is subject to a public utility easement. As a result, LESSEE understands and acknowledges that no fixed structures may be built and located within the public utility easement. As a precaution, if LESSEE intends to build a fixed structure on the leased

parcel of property, LESSEE must obtain permission to do so from LESSOR and other third-party utilities that have an interest in the public utility easement. Permission will not be unreasonably withheld.

ARTICLE II

SPECIAL COVENANTS-CEDAR CITY REGIONAL AIRPORT

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

2. LESSEE'S PURPOSE.

(a) LESSEE intends to comply with the use and occupancy policies stated in the Lease and will occupy the premises for the primary purpose of providing right-of-way vehicle access to

the adjoining aircraft hangar.

(b) The LESSEE agrees that no fixed structures, buildings, or paved areas will be installed on the leased premises.

(b) The LESSEE agrees that the primary purpose of this agreement may not be changed.

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

4. Subordination of Lease.

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

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

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

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

6. Discriminatory Acts Prohibited.

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

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

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

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

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

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

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

ARTICLE III

DEFAULT AND ENFORCEMENT

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

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

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

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

by the LESSEE that the written notice may, at the LESSOR's option, by statement expressly included in the notice, be the written notice required by the forcible entry and detainer statutes.

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

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

(b) The option of terminating the lease without further liability, upon thirty (30) days notice filed by the LESSEE to the LESSOR.

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

5. Right of LESSOR to Re-let. In the event that this Lease shall be terminated as herein provided, or otherwise, or if the premises, or any part thereof, shall be abandoned by the LESSEE, the LESSOR may, in its own name, but as agent for the LESSEE if the Lease be not terminated, or if the Lease be terminated in its own behalf, re-let the whole or any portion of the premises for any period equal to or greater or less than the remainder of said term, for any sum

which it may deem suitable and satisfactory, and for any use and purpose which it may deem appropriate, and in connection with any such Lease the LESSOR may make such changes in the character of the improvements on the premises as the LESSOR may determine to be appropriate or helpful effecting such Lease. However, in no event shall the LESSOR be under any obligation to re-let the premises to any lessee which the LESSOR, in the exercise of reasonable discretion, shall deem to be objectionable. The LESSOR shall not in any event be required to pay the LESSEE any surplus of any sums received by the LESSOR on a re-letting of the premises in excess of the rent reserved in this Lease.

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

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

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

brokers' commissions and the cost of repairing the premises or removing any structures.

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

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

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

10. LESSOR's Right to Perform. If the LESSEE shall be in default hereunder, the LESSOR at LESSOR's discretion may cure such default on behalf of the LESSEE for the

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

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

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

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

LESSEE's expense.

14. Storage. Storage of any and all materials by LESSEE is prohibited within the premises at all times. LESSEE shall maintain clean premises and shall not allow the accumulation of waste or garbage. At no time will LESSEE park any aircraft on a non-paved surface.

ARTICLE IV

GENERAL COVENANTS

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

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

3. Compliance with Law. LESSEE shall comply with, abide by and conform to all laws,

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

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

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

6. Utilities. The LESSEE understands there shall be no utilities installed on or utilized on the leased premises by the LESSEE.

7. Liability. The LESSOR shall not be liable for injury or damage to persons or property occurring within or upon the leased premises, unless caused by or resulting from the negligence of the LESSOR or any of the LESSOR's agents, servants or employees in the operation or maintenance of the leased premises. LESSEE covenants that LESSOR is to be free from liability and claim for damage by reason of any injury to any person or persons including LESSEE, its

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

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

9. Subsidence. The LESSOR shall not be responsible for any washout, subsidence, avulsion, settling or reliction neither to the premises, nor for any injury caused thereby to the property of the LESSEE or any person occupying the premises. The LESSOR shall not be obligated to replace, refill or improve any part of the leased premises during LESSEE's

occupancy, in the event of such washouts, subsidence avulsion, settling or reliction.

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

11. Condemnation.

(a) If the leased premises, or any part thereof, rendering the remainder unusable is taken by eminent domain, this Lease shall expire on the date when the leased property is taken by a declaration of taking, without prejudice to LESSEE's rights against condemnor, or on the date when the condemnor is granted possession of the premises and the rent shall be apportioned as of that date.

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

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

12. Reservation of Rights of Way and Easements. The LESSOR reserves for the

purpose of constructing, protecting, and maintaining City and other third-party utilities:

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

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

13. Liens and Encumbrances. If at any time during said term any liens or encumbrances of mechanic, laborers or materialmen, or secured transactions (not consented to by the LESSOR), shall be filed against the premises or any part thereof, the LESSEE shall, at its own expense procure the liens and/or encumbrances to be discharged by payment, bonding or otherwise as provided by law, and as a condition precedent to this Lease, discharge the liens or encumbrances within thirty (30) days after receiving written notice from the LESSOR that the same is filed or recorded, provided however, LESSEE shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, LESSEE shall give to LESSOR reasonable security as may be demanded by LESSOR to insure payment thereof and prevent any sale, foreclosure or forfeiture of the premises or improvements by reason of such non-payment. Such security need not exceed on and one-half times the amount of such lien or claimed lien. The LESSEE, upon reasonable notice and request in writing from the LESSOR, shall also defend for the LESSOR, at the LESSEE's sole cost and expense, any action, suit or proceeding which may be brought on or for the enforcement of any lien or encumbrance and shall pay any damages and satisfy and discharge any judgment entered in such action, suit or proceeding and save harmless the LESSOR from any liability claim or damages resulting therefrom. In the event of default by the LESSEE procuring the discharge as aforesaid of any such lien, or security transaction, the LESSOR may, at the LESSOR's option, terminate this

lease, or without further notice procure the discharge thereof by bonding or payment or otherwise, and all cost and expenses to which the LESSOR may be put in obtaining such discharge shall be paid by the LESSEE to the LESSOR as additional rent.

14. Assignment or Sub-leasing.

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

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

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

15. Mortgages and Encumbrances.

(a) The LESSEE covenants that it shall not mortgage or otherwise encumber this Lease

(including LESSEE's leasehold estate in the installation of improvements thereon) without the prior consent of the City in writing. Any violation of this covenant shall be subject to provisions of Article III, Default and Enforcement, of this agreement. In no event shall there be at any time more than one existing mortgage of this lease.

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

16. Quiet Enjoyment. Conditioned upon LESSEE's paying the rent herein provided and performing and fulfilling all covenants, agreements, conditions and provisions of this Lease herein to be kept, observed and performed by LESSEE, LESSEE shall have and may at all times during the term hereby granted peaceably and quietly hold, have and enjoy the leased premises.

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

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

19. Modification. The Lease shall not be modified, altered or changed in any way

whatsoever unless in writing and signed by both parties hereto.

20. Notice.

(a) Any notice under this Lease shall be in writing and shall be sent registered or certified mail to the last known address of the parties to whom the notice is to be given, as designated by such party in writing. The LESSOR hereby designates its address as: 10 North Main Street, Cedar City, Utah 84720. The LESSEE hereby designates its address as: The Hoffman Family Trust, 113 Stone Canyon Road, Boulder City, Nevada, 89005. (b) Any notice shall be deemed to duly govern only if mailed in a postpaid envelope addressed as provided in sub-paragraph

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

(d) Any notice, demand, request or other communication required to be in writing shall be deemed to have been given at the time it is duly deposited and registered in any United States Post Office. This provision shall not apply to any payments of rentals or monies required under this Lease.

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

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

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

24. Captions. The captions are inserted only as a matter of convenience and for

reference and in no way define, limit or describe the scope of this Lease, nor the intent of any provisions thereof.

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

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

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

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

LESSOR:

Garth Green, MAYOR
Cedar City Corporation

ATTEST:

RENON SAVAGE, CITY RECORDER

STATE OF UTAH)
 : Ss.
COUNTY OF IRON)

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

LESSEE:

Scott Hoffman
The Hoffman Family Trust

STATE OF UTAH)

: Ss.

COUNTY OF IRON)

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

NOTARY PUBLIC

CEDAR CITY COUNCIL

AGENDA ITEM – 12

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: May 17, 2023
SUBJECT: New Construction – Airport Hangar Land Lease

DISCUSSION:

The Airport would like to lease land to Todd Nigro, Nigro Air LLC, for the intention of building a new private-use aircraft hangar.

Todd Nigro has approached the Cedar City Regional Airport and is proposing to build a 60' x 60' Aircraft Hangar. They have paid their initial lease initiation fee based on the city fee schedule to secure the land. We are bringing this request to the City Council for approval to move forward with this lease. This request falls in line with the Airport Master plan and will be built in an area that has been designated for this size of building and use.

The lease terms are the same as other existing hangar land leases and would consist of a 20-year initial lease at the rate of 30 cents per square foot as stated in the existing city fee schedule. The price of this lease will adjust based on the Consumer Price Index. At the end of the initial 20-year lease, Todd Nigro will have 5, 5-year options to renew this lease at the current rate stated in the city fee schedule at that time.

LEASE

THIS AGREEMENT, made and entered on this _____, day of _____, 20__, by and between CEDAR CITY CORPORATION, 10 North Main Street, Cedar City, UT 84720, a municipal corporation organized and existing under the laws of the State of Utah, hereinafter referred to as the LESSOR, and NIGRO AIR LLC, a Nevada limited liability company, hereinafter referred to as the LESSEE.

WITNESSETH:

The LESSOR, in consideration of the rental herein agreed to be paid by the LESSEE, and other terms herein to be performed by LESSEE, hereby leases unto LESSEE, that parcel of property located at the CEDAR CITY REGIONAL AIRPORT, Cedar City, Utah, as shown in Exhibit A and more particularly described as follows:

LEGAL DESCRIPTION (Awaiting)
(2198 W 1400 N, Cedar City, UT 84721)
Contains 9,412.50 S.F. or 0.216 acres.

Exhibit "A": Attached hereto and made part of.

ARTICLE I

TERMS AND RENTALS

1. Term. The term of this Lease shall be for a period of TWENTY (20) years commencing on June 1st, 2023, and expiring on May 31st, 2043, unless sooner terminated or extended as provided by this Lease. During said 20-year period, the parties shall evaluate the consideration set forth in paragraph 3 of this Article every 5 years to determine sufficiency or fairness thereof. Lessor may increase the consideration, at a rate not to exceed the aggregate percentage of increase in the overall national Consumer Price Index for the previous five (5)

years and not to exceed a maximum of 15 percent. The lesser of the two rates will be utilized.

2. Option to Renew. LESSEE is hereby granted the option to renew this Lease for five (5) separate and successive terms of five (5) years each, subject to revaluation of consideration pursuant to Article I, Section 4 of this document, provided, however, that LESSEE shall give LESSOR written notice of its intention to exercise its option at least sixty (60) days prior to the expiration of this Lease and at least sixty (60) days prior to the expiration of each successive five (5) year renewal term. Any termination for failure to exercise such option shall require thirty (30) days written notice to LESSEE. LESSEE may exercise the option within said 30-day period.

3. Consideration. As and for consideration for the terms set forth herein, the parties stipulate and agree to the sum of \$2,823.75, based on \$0.30 sq. ft. per year.

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

ARTICLE II

SPECIAL COVENANTS-CEDAR CITY REGIONAL AIRPORT

1. Airport Purposes. The LESSEE agrees as a condition precedent to this Lease and to the use and occupancy of the Lease premises that the LESSEE shall at all times use the leased premises for the primary purpose of constructing and occupying one (1) hangar. LESSEE shall commence construction by way of obtaining a building permit within one year from the date of commencement of this Lease. It is the purpose of this Lease to foster and abet air commerce at Cedar City Regional Airport, and it is not the intent of this Lease to provide premises for uses

which do not promote the development and use of the Cedar City Regional Airport. All uses normally incidental to an airport such as car rental agencies, limousine service, restaurants, non-aeronautical businesses, insurance sales, and other such incidental services not directly related to general and commercial aviation are expressly prohibited unless specifically permitted or provided for in this Lease. Any assignment or sub-lease of the leased premises shall comply at all times with these conditions as to use and occupancy of the premises. Any primary use or occupancy contrary to the purposes set forth in this agreement shall constitute a breach of this Lease, and any assignment or sub-lease permitted under the provisions of this Lease shall contain this limitation.

2. LESSEE'S PURPOSE.

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

(b) The LESSEE agrees to notify the LESSOR in writing of any intended change of primary purpose prior to any such change being made by the LESSEE. Any such change in primary purpose shall be first approved by the LESSOR. The LESSOR shall promptly review the proposed change in purpose, and shall consent in writing to the proposed change if such change is consistent with the purposes set forth in paragraph 1 (Airport Purposes) of this Article.

It is understood that these provisions as to change are necessary in order for the City to be advised at all times of the various uses and purposes of all the leased premises on Cedar City Regional Airport.

(c) Failure to commence construction by way of obtaining the building permit within 1

year of the date of commencement of this lease shall constitute a material breach of this Lease Agreement.

(d) LESSEE is responsible for cleanup of all construction refuse from results of any construction on their leased land. All clean-up must be accomplished within fourteen (14) days of completion of construction and issuance of Certificate of Occupancy. If cleanup is not accomplished by LESSEE, LESSOR may at their choosing perform the cleanup and bill LESSEE for cleanup services.

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

4. Subordination of Lease.

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

(b) In connection therewith, the LESSOR has undertaken and may in the future undertake certain obligations respecting its operation of Cedar City Regional Airport and activities of its

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

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

6. Discriminatory Acts Prohibited.

(a) The LESSEE shall furnish any service to be rendered by the LESSEE in connection

with or upon leased premises on a fair, equal, and not unjustly discriminatory basis to all users thereof.

(b) The LESSEE, in its use and occupancy of the leased premises, shall not discriminate against any person or class of persons by reason of race, color, religion, sex, age, handicap or national origin.

(c) The LESSOR shall give ten (10) days notice to the LESSEE of any alleged violations of sub-paragraph (a) or (b) and request the LESSEE either correct or justify any such alleged violation. In the event that such allegation remains in dispute, the matter shall be resolved by final decision of the appropriate administrative body or Court of competent jurisdiction.

LESSEE shall have thirty (30) days to comply with said decision; in the event of non-compliance, this Lease shall terminate. Any service or rate regulated by a State or Federal regulatory agency shall be deemed to be in compliance with the requirements of sub-paragraphs (a) or (b) until shown to be otherwise in an appropriate proceeding before the agency.

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

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

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

ARTICLE III

DEFAULT AND ENFORCEMENT

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

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

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

2. **LESSOR's Remedies on Default.** In the event of any such default by the LESSEE, and at any time thereafter the LESSOR elects to terminate this Lease upon a specified date not less than thirty (30) days after the date of serving such notice, except in case of a default under sub-division (b) of paragraph 1 of this Article in which event such notice shall not be less than ten (10) days from the date of service of such notice, this Lease shall then expire on the date so specified as if the date had been originally fixed as the expiration date of the term, including all

options for renewal herein granted, unless such default shall be deemed waived by instrument in writing signed by the LESSOR, or cured by LESSEE before the expiration of the period specified in the notice of termination of this Lease served on the LESSEE. It is expressly agreed by the LESSEE that the written notice may, at the LESSOR's option, by statement expressly included in the notice, be the written notice required by the forcible entry and detainer statutes.

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

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

(b) The option of terminating the lease without further liability, upon thirty (30) days notice filed by the LESSEE to the LESSOR.

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

5. Right of LESSOR to Re-let. In the event that this Lease shall be terminated as herein provided, or otherwise, or if the premises, or any part thereof, shall be abandoned by the

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

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

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

(b) An amount equal to the amount of all rent reserved under this Lease, less the net rent, if any, collected by the LESSOR on the several days on which the rent would have become due and payable; that is to say, upon each of such days the LESSEE shall pay to the LESSOR the

amount of deficiency then existing. Such net rent collected on re-letting by the LESSOR shall be computed by deducting from the gross rents collected all expenses incurred by the LESSOR in connection with the re-letting of the premises or any part thereof, including, without limitation, brokers' commissions and the cost of repairing the premises or removing any structures.

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

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

9. LESSOR's Rights Cumulative. The rights given to the LESSOR in this Lease are cumulative, and in addition to any right that may be given to the LESSOR by any statutes, rule of

law or otherwise, the LESSOR may exercise any such rights without limitations.

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

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

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

wear and damages by the elements excepted.

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

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

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

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

ARTICLE IV

GENERAL COVENANTS

1. Conditions and Status of Premises. The LESSEE represents that LESSEE has examined the leased premises and accepts the premises in the condition in which they are, without representation or warranty, express or implied in fact or by law, by the LESSOR as to the title, nature, condition or usability of the premises for the purposes set forth in the Lease.

Lessor warrants that it has title to the property, and the capacity, both legal and actual, to enter into this Lease and to grant the estate free and clear of any other liens or claims.

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

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

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

5. Taxes and Assessments. The LESSEE, in addition to the rentals provided for herein, shall pay when due (and before delinquency) all taxes, assessments and charges upon the leased premises, and upon buildings, improvements and property thereon, which are assessed or charged at any time during the term, including all required Cedar City business licenses. The

LESSEE shall have the right at all times to protest any assessments of taxes or other assessments or charges, but the LESSOR may require the LESSEE to deposit with the LESSOR any sums in dispute to insure payment in the event that any protest is unsuccessful. This paragraph expressly excludes mechanic's and materialman's liens covered under Article IV-14.

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

7. Liability. The LESSOR shall not be liable for injury or damage to persons or property occurring within or upon the leased premises, unless caused by or resulting from the negligence of the LESSOR or any of the LESSOR's agents, servants or employees in the operation or maintenance of the leased premises. LESSEE covenants that LESSOR is to be free from liability and claim for damage by reason of any injury to any person or persons including LESSEE, its agents, or employees, or property of any kind, whosoever belonging, including LESSEE's, resulting from any cause or causes whatsoever, except for alleged claims based upon negligence or other misconduct by the LESSOR, while in, upon, or in any way connected with the premises during the term of this Lease, or any use or occupancy hereunder. LESSEE covenants to indemnify and hold harmless LESSOR from all liability, loss, costs (including LESSEE's or LESSOR's attorneys' fees) and obligations on account of or arising out of any such injuries or losses, however occurring, including any acts, negligent or otherwise, by the agents, independent contractors, employees, or servants of the LESSEE, and the LESSEE agrees to defend the LESSOR at the LESSEE's cost (including attorney's fees) against all such claims, actions or suits, brought against the LESSOR.

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

9. Subsidence. The LESSOR shall not be responsible for any washout, subsidence, avulsion, settling or reliction neither to the premises, nor for any injury caused thereby to the property of the LESSEE or any person occupying the premises. The LESSOR shall not be obligated to replace, refill or improve any part of the leased premises during LESSEE's occupancy, in the event of such washouts, subsidence avulsion, settling or reliction.

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

obligations hereunder shall continue.

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

12. Condemnation.

(a) If the leased premises, or any part thereof, rendering the remainder unusable is taken by eminent domain, this Lease shall expire on the date when the leased property is taken by a declaration of taking, without prejudice to LESSEE's rights against condemnor, or on the date when the condemnor is granted possession of the premises and the rent shall be apportioned as of that date.

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

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

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

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

these purposes; and

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

14. Liens and Encumbrances. If at any time during said term, whether during the period of construction or reconstruction of buildings, or at any other times, any liens or encumbrances of mechanic, laborers or materialmen, or secured transactions (not consented to by the LESSOR), shall be filed against the premises or any part thereof, the LESSEE shall, at its own expense procure the liens and/or encumbrances to be discharged by payment, bonding or otherwise as provided by law, and as a condition precedent to this Lease, discharge the liens or encumbrances within thirty (30) days after receiving written notice from the LESSOR that the same is filed or recorded, provided however, LESSEE shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, LESSEE shall give to LESSOR reasonable security as may be demanded by LESSOR to insure payment thereof and prevent any sale, foreclosure or forfeiture of the premises or improvements by reason of such non-payment. Such security need not exceed on and one-half times the amount of such lien or claimed lien. The LESSEE, upon reasonable notice and request in writing from the LESSOR, shall also defend for the LESSOR, at the LESSEE's sole cost and expense, any action, suit or proceeding which may be brought on or for the enforcement of any lien or encumbrance and shall pay any damages and satisfy and discharge any judgment entered in such action, suit or proceeding and save harmless the LESSOR from any liability claim or damages resulting therefrom. In the event of default by the LESSEE procuring the discharge as aforesaid of any such lien, or security transaction, the LESSOR may, at the LESSOR's option, terminate this lease, or without further notice procure the discharge thereof by bonding or payment or

otherwise, and all cost and expenses to which the LESSOR may be put in obtaining such discharge shall be paid by the LESSEE to the LESSOR as additional rent.

15. Assignment or Sub-leasing.

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

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

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

16. Mortgages and Encumbrances.

(a) The LESSEE covenants that it shall not mortgage or otherwise encumber this Lease (including LESSEE's leasehold estate in the installation of improvements thereon) without the

prior consent of the City in writing. Any violation of this covenant shall be subject to provisions of Article III, Default and Enforcement, of this agreement. In no event shall there be at any time more than one existing mortgage of this lease.

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

17. Quiet Enjoyment. Conditioned upon LESSEE's paying the rent herein provided and performing and fulfilling all covenants, agreements, conditions and provisions of this Lease herein to be kept, observed and performed by LESSEE, LESSEE shall have and may at all times during the term hereby granted peaceably and quietly hold, have and enjoy the leased premises.

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

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

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

21. Notice.

(a) Any notice under this Lease shall be in writing and shall be sent registered or certified mail to the last known address of the parties to whom the notice is to be given, as designated by such party in writing. The LESSOR hereby designates its address as: 10 North Main Street, Cedar City, Utah 84720. The LESSEE hereby designates its address as: 9115 West Russell Road, Suite 210, Las Vegas, Nevada 89148. (b) Any notice shall be deemed to duly govern only if mailed in a postpaid envelope addressed as provided in sub-paragraph

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

(d) Any notice, demand, request or other communication required to be in writing shall be deemed to have been given at the time it is duly deposited and registered in any United States Post Office. This provision shall not apply to any payments of rentals or monies required under this Lease.

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

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

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

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

provisions thereof.

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

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

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

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

LESSOR:

Garth Green, MAYOR
Cedar City Corporation

ATTEST:

RENON SAVAGE, CITY RECORDER

STATE OF UTAH)
 : Ss.
COUNTY OF IRON)

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

LESSEE:

Todd Nigro
Nigro Air LLC

STATE OF UTAH)

: Ss.

COUNTY OF IRON)

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

NOTARY PUBLIC

CEDAR CITY
COUNCIL AGENDA ITEM 13
STAFF INFORMATION SHEET

TO: Mayor and Council
FROM: Donald Boudreau
DATE: May 5, 2023
SUBJECT: Ordinance Text Amendment- Chapter 26-VI-2 Pertaining to Water Efficient Landscaping

SUMMARY:

As stated in Section 26-VI-1 the purposes of the City's current landscaping requirements are to enhance, conserve, and stabilize property values by encouraging pleasant and attractive surroundings in all zones of the City and thus create the necessary atmosphere for the orderly development of a uniformly pleasant community. Urban landscapes also play many important and positive roles related to storm water management, air quality, urban heat reduction, and soil erosion, while providing recreational opportunities and contributing to the overall wellbeing of city residents.

As Utah faces unprecedented growth, and many years of drought, water supply has become an issue for every community in Utah. According to the state, it is estimated that 60% of residential water use is used for outdoor irrigation and landscape. In an effort to conserve water, the state is incentivizing residents and business owners to replace turf with waterwise plants and landscaping.

On February 16, 2023, the Cedar City received a letter (attached) from the Department of Natural Resources outlining a rebate of a \$1.50 a square foot for the voluntary removal of turf and the replacement of those areas with water-efficient landscaping. As indicated in the letter, in order for Cedar City resident's to be eligible for the new incentives, the city must adopt new language into the current landscape ordinance as follows (ordinance attached):

A. Water Conservation:

1. *The following water-efficient landscape standards shall apply to all new residential developments and residential construction:*
 - a. *The area within the public right of way between the curb and gutter and the sidewalk, otherwise known as the park strip, shall not be landscaped with lawn.*
 - b. *Lawn areas shall not be less than eight feet wide at its narrowest point.*
 - c. *Lawn areas shall not exceed 50% of the total landscaped area for front and side yards. Lawn limitations do not apply to small residential lots with less than 250 square feet of landscaped area.*

2. *Other Developments: In new commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.*

DISCUSSION

The proposals are only related to new developments, and do not have an impact on existing properties. As shown in the attached minutes, the proposed changes received a positive recommendation from the Cedar City Planning Commission with much of the discussion related to implementation and enforcement. The current landscape ordinance contains two sections related to implementation and enforcement as follows:

Section 26-VI-3 Installation Of Landscaping

No Certificate of Occupancy shall be issued for any building on any portion of a development until the landscaping is in place or a bond, cash deposit, or equivalent, is deposited with the City conditioned on the guaranteeing the installation of all landscaping shown on the approved landscape plan.

Section 26-VI-5 Plot Plan Required

Where landscaping is required in this Ordinance, a plot plan showing the proposed landscaping development, watering system and use of the property shall be submitted to the Building Official. The same plot plan used to show parking layout or other requirements for the issuance of a Building Permit may be used providing all proposed landscaping is adequately detailed on said plot plan. The Building Official may disapprove such plans if he determines that they are not consistent with the purpose of this Ordinance.

As related to required plot plans, the Engineering Division only requires a basic landscape plan for commercial developments, industrial developments, and residential developments containing more than three (3) dwelling units. The division has not required detailed landscape plans which delineate planting areas, irrigation, species or the amount of grass or turf for any project. The Engineering Division has required the installation of landscaping prior to a Certificate of Occupancy or bonding for these types of projects. Plans have not been required for any residential development of less than three (3) units.

The new language poses additional challenges related to enforcement of the regulations as currently practiced.

Rebate Compliance Review

It should be noted that the proposed language is not mandatory, but as indicated above, is required for the rebate program. The Department of Natural Resources will be responsible for implementation of the program and the review of landscape plans for program eligibility.

Legislative Changes:

With the passage of House Bill 406 during the last legislative session, there are now limitations placed on the ability of local government to require bonding for private improvements. Staff will provide additional guidance on these limitations at the City Council Meeting.

CONCLUSION:

Staff recommends that the City Council review the proposed changes and direct Staff accordingly.

I. CITY ITEMS

1. PUBLIC HEARING

Ordinance Text Amendment – Chapter 26-VI-2
regarding landscaping requirements for water conservation

Don Boudreau

(Recommendation)

Don Boudreau – State Legislation has recommended that if we implement these changes in our zoning ordinance it will be the carrot that if you do this, people can apply for rebates. The intent of the legislation, I think it's pretty obvious, is to encourage the removal of turf and to plant more water wise types of landscapes. So, with this ordinance if you want to participate you can go to conservewater.utah.gov if this passes the city council as a homeowner you can go and apply, you provide a plan and you can get a rebate of up to \$1.50 a square foot for the removal of your turf. My understanding is that the plan can be fairly simple but you do have to show that you're going to replace it with plants, it can't just be rock, you do have to actually relandscape it and show that you have drip irrigation. The state would be the ones to check that plan and give the rebate. Obviously, the implications for us are these new developments we will need to be checking their landscape plan for compliance as they come through the approval processes. **Carter Wilkey** – Can an existing home do this because the only changes I see here only apply to all new residential developments. **Don Boudreau** – So the rebates are for existing, but we have to implement this ordinance for new developments. **Carter Wilkey** – Okay. **Paul Bittmenn** – That's the states way of offering existing homes to become waterwise. **Carter Wilkey** – So in a new development who receives the rebate? **Don Boudreau** – Nobody. **Adam Hahn** – This is not a rebate for new development, this is an offer to get rid of existing grass. **Don Boudreau** – That is the intent and then to limit the grass on new developments. **Jennifer Davis** – Would this be force on new development coming in? **Don Boudreau** – It does limit the width of turf installation going into new developments. The idea being that that is the hardest to keep alive, that wastes the most water. **Adam Hahn** – Do we currently require landscaping plans for developments? **Don Boudreau** – we require a landscape calc, to show us where on the property it will be placed. **Paul Bittmenn** – We do have some ordinances we enacted recently where we have encouragement to use less water. So, the carrot for the developer is if you restrict your landscape in your development, we won't require you to bring as much water to the city. So, we do have some developments that are taking advantage of that and they have restricted their landscape. So, we do have to look at their landscaping with those developments. **Jonathon** – for water acquisition purposes. **Carter Wilkey** – It's not necessarily that you are going to look at the landscape plat of every single home being built but what the developer has to do is put in the CC&R's these rules. **Paul Bittmenn** – No. So, the CC&R's would come into play with the water acquisition aspect that the city has already tried to press with development trying to get them to use less water. These the developer will have to show on their plat and we'll have to look at it that they hit these marks. **Carter Wilkey** – But developers don't usually put in landscaping. **Paul Bittmenn** – Not in Cedar City. **Jennifer Davis** – how are we going to be sure that people follow through on this? **Paul Bittmenn** – To answer your question Jennifer, if we approve this there is going to be a learning curve for the local engineering firms. And their learning curve will be they'll submit something to Jonathon for approval on a subdivision and

Jonathon will reject it and say you need to show us this on your plans. **Jennifer Davis** – Just agreeing to this, I'm just wondering what the future enforcement, what's going to happen? Is the state going to take away our carrot? **Paul Bittmenn** – There are two tools that the city has, it's either a subdivision or a building permit. So, if we don't catch them at subdivision, we'll catch them at building permit and if they don't comply with our ordinances, we don't issue the building permit. **Adam Hahn** – This says new residential developments and residential construction. So, is it single family homes would require this or is this more like townhomes and such? **Jennifer Davis** – I think it's single family. So, if I'm going to build, I'm going to do a landscape plan. **Carter Wilkey** – and the builder would have to provide that but if the builder's not going to, the builder could say, well I've provided the plan, but I'm not the one putting in the yard the homeowner is going to put the yard in. **Paul Bittmenn** – There's a couple different ways that the city would have to enforce this. One is a building permit as Don points out, probably not a subdivision thing, more like a building permit. They would have to submit the plan and Drew would get it and if he doesn't approve the plan, he doesn't get the building permit. So, the question is, what if we approve the building permit and somebody goes and puts in a bunch of landscape anyway? The answer to that is, they are going to pay a higher water bill and we're going to recoup that money. The city is going to recoup that money through the water bill. And we are going to use that water to go out and buy more water. **Ray Gardner** – We don't want to use more water, do we? **Paul Bittmenn** – Well we hope that if we institute this and we institute other tools through the water acquisition ordinance we're trying very hard to encourage people to conserve water. There are other steps we could take, you could follow the Washington County Conservancy District, they just mandate it. They have water cops. **Jennifer Davis** – We don't want to be them. **Paul Bittmenn** – It depends on our water, we're going to try, the city's target is to provide these tools to realize we all live in a desert and we can't put in football fields in our backyards. And we're going to try and encourage people to put in water wise landscaping. There could be a day where Cedar City Corporation had to say well the encouragement didn't work; we're going to have to start fining people. **Carter Wilkey** – How do we get it from that developer that got the landscape plan approved, to the end user? **Paul Bittmenn** – If you're a builder and you pull a building permit and you build a spec home, you're in control of the landscape when you build a spec home. This doesn't require landscape on all yards. **Adam Hahn** – I think we're getting stuck in the weeds, because honestly Jonathon is the one who is going to have to fight this. A lot of new construction is sold with a bare lot. So are we going to require them to provide a landscape plan and then complete that plan. **Paul Bittmenn** – This doesn't do that. This is being enacted so we can comply with the state's regulations. **Tyler Melling** – City Council has made a number of adjustments to our water acquisition policies that don't come before the planning commission. As a very brief over simplified way to look at it, on the existing policy if a developer wants to build a single-family home and make no conservation efforts, they will pay about \$24,000 per lot in water acquisition fees alone. If they pay the city a fee instead of giving us water rights with some of those conservation policies it comes down to about \$9000. If the developer gives us water rights instead of giving us money depending on what they get those water rights for, they can even get it down to \$5000 or \$6000 per home. So, there is a lot of incentive already for developers to have water conservation measures whether in the CC&R's or however else they decide, on the development side, not the building permit side. Under those existing parameters everybody in a conservation development where the developer got the discount is

on a different style of water metering at the meter where we are happy to have them waste water because they are paying through the nose to more than cover the cost of acquiring those overages or finding other ways to conserve. So, if people want to waste water, they're going to pay a very pretty penny and the surcharges are calculated to exceed those of acquiring the water rights or other conservation measures. So, you can have your cake and eat it too. We don't need a water cop to go out and say we're going to make you a criminal because you're watering when you shouldn't. You're just going to pay extra. As a council we discussed these changes in state law, they were for the most part implemented in the 22 session. There were minor amendments this year. But not substantive to this part of it. Without discussing it further we weren't ready to proceed at this time, we were asking the planning commission now after staff have had the chance to review. Basically, what this does is whether the developer wants to conserve water and take advantage of those savings or not, you have to make these measures, no if's and or buts. I have reached out to the division of water resources for some clarity on what exceptions here could be if somebody had a commercial application or a residential application that went outside of these parameters that was not foreseen by the statute and I was told back that there were absolutely no exceptions whatsoever. There's no room for that in the code now. So even if you want to pay extra if we were to pass this kind of ordinance it could not have any exceptions other than someone going through an appeals process with the city. Even if we were to say that in the ordinance that would not comply under their standards. Because ultimately in order for our residents to qualify for the rebate for turf removal we would have to be a qualifying municipality and the division of water resources would have to look at our ordinance and determine whether or not we qualify. **Carter Wilkey** – Tyler I have one question for you. As inside council for a builder here in town, how do you take it from here's your map, that in order to get the building permit for your house, we had to submit a landscape plan, how do you see this going? You just hand it to them and say hey when you get your landscaping, here's the plan that got approved in order to get your building permit. **Tyler Melling** – It's a lot easier to deal with this on the development side of things from a city staff point of view. So the building industry doesn't want to be waiting on city staff approvals more than they have to and I don't think Jonathon wants to be having more approvals in his cue than he needs. That being said this will add one more checkbox on every building permit. That's a policy question. I don't know where the planning commission or city council **Carter Wilkey** – Take it to the homeowner when you close you say here's the landscape plan that was approved. Do what you will with it. **Jennifer Davis** – Do you have to have a landscaping professional or can you draw it on a napkin? You know really **Tyler Melling** – That would be up to the city staff. So if the staff is okay with a napkin, than that's okay. In practice we as a city and I am just speaking as a rogue council member here, I'm not speaking for the council, I would be inclined as a council member to not add anything to staff. So, in order to comply with this if someone simply submitted with their building permit some kind of extra checkbox that they complied with the water conservation measures in their plan of ordinance, blah blah blah, subsection E. If that was checked and certified by whoever was submitting their plans. Probably their engineer or their builder. That would suffice in my book and again as long as they're on the conservation rate for water billing, we don't care. Because that price will continue to go up as the cost of water goes up. And we would love for people to waste water. **Adam Hahn** – With that conservation rate, water billing, right now it only applies to certain developments that are within the tier, right? **Tyler Melling** – We would have to have

everything new come under that conservation rate if this were to pass. **Adam Hahn** - All new subdivisions will have to comply under this code. **Tyler Melling** - It would be financially irresponsible otherwise. **Adam Hahn** - It sounds like the state passed something very simple that will be very difficult for Jonathon. **Jennie Hendricks** - If this is coming from the state, we are clearly not the first community to have to grapple with this. I'm sure there is a person out there somewhere. **Tyler Melling** - And this is not a mandate from the state. The state isn't saying that we have to do it. It's just that if we want our residents to be able to use the state's turf removal rebates then we have to pass this. The council did pass a rebate program last winter it's quite modest. About \$2000-\$4000 depending on your lot size if you switch to conservation tier. But it's not nearly as much of an incentive as the state program would be.

Adam Hahn - Open to public hearing:

Dane Leavitt - If your subdivision has elected to use the conservation tier is there really any need for review given the covenants that they've made and also given the water rate that they will pay? **Carter Wilkey** - That makes sense. **Dane Leavitt** - So I wonder if you changed this to say that if the developer selected conservation tier under 32-7-7A5 then they don't have to go through this process. Because they can't have more than a thousand square feet and they're going to meet your requirement. That's a suggestion. **Tyler Melling** - If I could just speak to that Mr. Leavitt, since I was the one dealing with water resources. Yes and no. From the city administrative standpoint, it would be much easier for us to review and check. But the state law on qualifying as a qualifying municipality for this rebate is very strict so we would have to have this apply to everything in the code. Now if administratively it's an easier process for those subdivisions than that's another thing.

Closed the public hearing.

Adam Hahn - Commission anybody have a discussion or recommendation for this item?

Carter Wilkey - Has there been a lot of interest? I mean as it was mentioned we don't have to technically pass this. This is just an order to get the carrot for the existing people who want to get the rebate. Do we feel there's going to be a large interest in the rebate? **Jennifer Davis** - Has there been? **Jonathon** - I've had a few calls just generally about it. **Don Boudreau** - I have not. **Tyler Melling** - I spoke with one, it was an HOA, with multiple townhomes. With the city rebate they wouldn't really qualify. Potentially could but not much. The city savings would be about 8-acre feet a year in our portfolio. Which is substantial, it costs a lot of money to buy 8-acre feet of water on the market. The state rebate that they would qualify for would be \$65,000. Which is going to cover the cost of relandscaping their area. **Carter Wilkey** - That is one thing I don't like about it. I hate to see an HOA tear out what little grass they already do have just to get a rebate. **Jennifer Davis** - They'll have to spend money to put something in its place as well. **Carter Wilkey** - We're talking just a simple landscape plan is what is now going to be required. Only on the front and side yards, not the back. **Jonathon** - That's what it looks like yeah. **Carter Wilkey** - But by doing this in your front yard, it essentially puts you in the conservation tier, correct? So at that point if you're going to put a ton of grass in your backyard, your bill is going to be massive. **Paul Bittmenn** - You don't get in the conservation tier for water acquisition purposes. Unless you elect that subdivision. **Tyler Melling** - Legislatively we would likely want that to be a requirement if

this was passed. **Paul Bittmenn** – I have to amend that a little bit. For subdividers you have that conservation tier, right? A couple weeks ago the council voted in a provision that said a homeowner could buy into the conservation tier. But essentially you would buy units of water for each residential lot. And depending on how many units you buy that's how we calculate your bill. So, if I built my home and I wanted a low bill. I could buy low units. Then I have every incentive to stay within that water use, because if I go out of it, I know the city is going to ding the heck out of me for overages. So, the city would send you a large bill if you hit overages. The same program allows the individual homeowner to go in and say, I bought in at this really low rate, and I can't stay there because I'm using too much water to stay at the low rate. We'd let them buy more units to balance out their bill a little bit. The units that they buy into the system are designed to help us go out and buy water. So, the more units they buy the more money we have to go buy more water. The more they go over their units and use extra water, the more money we have to go buy water. So there are ways to get into this conservation tier already. From the subdivision standpoint or from the homebuilder billing standpoint. We as a city, and you guys wouldn't have seen this. We did the housing plan last fall. It was the affordable housing plan of the general plan. We ran it through the planning commission and city council and sent it up to the state. We got rejected because we had five words that were tweaked. So we had to bring it back to you guys to untweak those five words, back to what the state statute said. So that is why we are proposing exactly what the state law says here and it does have flaws. It doesn't say how we enforce it. It doesn't say if a napkin is good or bad. IT doesn't give us any of those details but that's what the state wants if we want to be on that program. **Don Boudreau** – I did run this one by the state so it won't come back. **Jennifer Davis** – I'm just wondering if there are any other incentives. **Don Boudreau** – That's it to the best of my knowledge. **Carter Wilkey** – It seems it affects a lot of new stuff to benefit a few existing. **Jennifer Davis** – That may or may not even take advantage of it. **Adam Hahn** – I've already seen advertisements in St. George from turf companies on "take advantage of this new rebate". **Jennifer Davis** – Did you say that that ordinance did pass with the units of water? As a person who may or may not use a lot of water, is the city sending something out so that people will know what that is going to look like or are they just going to suddenly get a bill for \$800. **Paul Bittmenn** – No, if you're on the normal rate and you don't want to change you don't have to. We didn't change everybody's bill. You have to opt into that system. **Adam Hahn** – I think I have misunderstood that conservancy tier. So if we pass this it doesn't make it mandated that everybody gets conservancy tier. They can still opt into it. We would just require a landscape plan and all that the state requires. **Paul Bittmenn** – To get into the conservancy tier for the water acquisition benefits. The developer has to opt into that. **Adam Hahn** – So that's a separate thing. So that won't affect what we're recommending here. **Paul Bittmenn** – I don't think so. This would give the developer a lot of incentive to opt into that. Because there is always a financial incentive for them. And then you read this and it's kind of a no brainer, but I'm not a developer. **Carter Wilkey** – Let me ask you another question. What if you're out in 4B Ranch or Equestrian or wherever it might be and you have a 5 acre lot you want to build on and you've got secondary water that you can use. So now I'm limited on how much water I can use when I go pull a permit? **Tyler Melling** – That is new residential construction. **Carter Wilkey** – Yeah, I'm building a new house. **Tyler Melling** – Yes. **Carter Wilkey** – Even if I have secondary water? **Adam Hahn** – Who wants to mow 50% of a 5-acre lot? **Carter Wilkey** – Well have you seen some of your neighbors. **Adam Hahn**

– Well yeah, one of my neighbors has that. **Paul Bittmenn** – So you would need two and a half acres of grass under this. If you can't play croquet on two and a half acres. **Jennifer Davis** – This only affects front and side. So, the back you can do whatever you want. Right? **Paul Bittmenn** – Yeah, this doesn't affect the back. **Carter Wilkey** – But if your developer puts you in a conservation tier that's a whole different. I just wish I could have heard from some home builders on this before we make a recommendation. **Jennie Hendricks** – The city will. **Jennifer Davis** – I would love to hear from somebody that has already implemented this. **Carter Wilkey** – I would also like to hear from an engineering firm to know how much it would cost to add a landscape plan to each additional plan. Did we just make every home a thousand dollars by passing this because now they have to do a whole other page on the engineering? How much does it cost to do a landscape plan? **Don Boudreau** – I don't think it has to be overly complicated. **Carter Wilkey** – I know. I agree. But we talk about attainable housing not affordable housing. But here we are adding another cost to our homes by requiring a landscape plan.

Dane Leavitt – To some degree there is almost a de facto landscape plan in conservation tiered new homes. The landscape plan is under 1000 square feet of turf. **Carter Wilkey** – Not all developers are doing conservation tier. And you've got owner builders. But you're right I think most developers are going to move to the conservation tier direction. **Jennie Hendricks** – But this ordinance change does not require a landscaping plan. **Adam Hahn** – Yes it does. But it doesn't require the conservation tier. **Jennie Hendricks** – This ordinance language does not say you have to have a landscaping plan. **Jonathon** – No it doesn't. **Jennie Hendricks** – We're making an assumption that that's the mechanism that is what is going to happen going forward. **Paul Bittmenn** – We could make it as simple as a checkbox. We have done that before with some of our residential rental ordinances. When they come in and get a license, they have to read a statement and it tells them what the city ordinances say as far as parking and unrelated people and such and then they have to check off and sign I will abide by those conditions. **Carter Wilkey** – So it could be something as simple as that? **Paul Bittmenn** – It could be simple. **Jonathon** – We haven't implemented it yet. **Tyler Melling** – It has to pass first to find out. **Jennifer Davis** – That's what scares me. **Carter Wilkey** – Ultimately that comes down to who's discretion? Engineering? **Paul Bittmenn** – Staff. **Jonathon** – Really for staff the simpler the better.

Jennie Hendricks motions for a POSITIVE recommendation for the Ordinance Text Amendment regarding Landscaping Requirements for Water Conservation; Craig Isom seconds; all in favor for unanimous vote.

The meeting was adjourned at 7:47 p.m.

Megan Lamb, Executive Assistant

Proposed Ordinance

Section 26-VI-1 Purpose

The purpose of the landscaping requirements in this Ordinance shall be to enhance, conserve and stabilize property values by encouraging pleasant and attractive surroundings in all zones of the City and thus create the necessary atmosphere for the orderly development of a uniformly pleasant community. Landscaping also contributes to the relief of heat, noise and glare through the proper placement of green plants and trees.

Section 26-VI-2 Scope Of Requirements

A. Landscaping Standards for All Zones:

1. General Standards:

- a. Corner Lots. Where a parcel is on a corner lot, the landscaping shall not exceed thirty inches (30") in height within a triangular area formed by the street property lines and a line connecting them at points thirty feet (30') from the intersection.
- b. Trees and Plantings. Trees and plantings shall comply with the Cedar City Shade Tree Ordinance. Trees shall be spaced no more than thirty feet (30') on center.
- c. Street Trees. Trees planted in the landscape strip adjacent to the right-of-way line in all commercial and industrial zones shall comply with the Cedar City Shade Tree Ordinance.
- d. Tree Size. All required trees shall be at least one and one half inches (1 1/2") in caliper, measured four feet (4') above the ground, and shall be at least eight feet (8') in height when planted.

2. Park Strips Along Public Trails:

- a. Requirement for a Landscaping Plan. A detailed landscaping plan shall be submitted to the Community Development Director or his designee for review and approval in conjunction with the preliminary plat for the subdivision where the trail will be located.
- b. Contents of the Landscaping Plan. The plan will contain:
 1. the proposed location, number, size, and type of plants;
 2. the type or irrigation systems;
 3. Xeriscape features presenting a finished look and minimizing irrigation and maintenance costs should be employed and shown in the plan; and
 4. All use of concrete shall be shown on the landscape plan. Use of concrete other than in the drive approaches or an access to the sidewalk is not allowed.

- #### **B. Commercial and Industrial Zones:** In all commercial and industrial zones except the Downtown Commercial Zone where the building is not set back from the street, there shall be landscaping provided and maintained along the right-of-way line of dedicated streets in accordance with a detailed landscaping plan approved by the City Building Official. The minimum amount of landscaping shall be equivalent to the street frontage multiplied by

ten feet (10'). There shall be at least five feet (5') along the right-of-way line of dedicated streets. Landscaping shall be visible to vehicular traffic except in the Downtown Commercial Zone where the building is not set back from the street. In review, the Building Official will consider the proposed location, number, size, and type of plants, the type of irrigation system, and other similar factors, such as provided below:

1. Driveway Areas: No landscaping shall be required where vehicular accesses are permitted. However, the area of landscaping which is eliminated due to vehicular accesses shall be included in another location of the lot.
 2. End Islands: Landscaped end islands at the end of each row of parking shall be installed to delineate all on-site driveways. Each island shall have one (1) deciduous tree, unless the end island is within fifty feet (50') of a dedicated right-of-way or within fifty feet (50') of a store front.
 3. Concrete Curbs: Concrete curbs shall be provided between landscaped areas and off-street parking areas.
 4. Other: Where a commercial or industrial development abuts any residential zone, there shall be provided along the adjoining property line a fence as required by this ordinance (Section 26-IV-4) and a ten foot (10') wide landscaped strip.
- C. Residential Estate Zone: Residential Estates Zones that are used for Solar Power Generation, Central shall have a ten (10) foot landscape strip along any City street right of ways.
- D. Residential Zones: In residential zones where park strips within the public right-of-way exist or have otherwise been approved with street cross sections providing for public trails, landscaping shall be provided and maintained in accordance with the following:
1. Responsibility and Maintenance: Where there is no Home Owner's Association to provide maintenance, landscaped park strips in residential developments shall be maintained by the property owner directly adjacent to the right-of-way containing the park strip area. Maintenance includes not only the ground cover, but any trees located within the park strip. The City may also trim trees or other planting material within the park strip when deemed necessary.
 2. Planting Materials: Planting materials should be compatible with the landscaping on the adjoining property.
- E. Water Conservation:
1. The following water-efficient landscape standards shall apply to all new residential developments and residential construction:
 - a. The area within the public right of way between the curb and gutter and the sidewalk, otherwise known as the park strip, shall not be landscaped with lawn.
 - b. Lawn areas shall not be less than eight feet wide at its narrowest point.
 - c. Lawn areas shall not exceed 50% of the total landscaped area for front and side yards. Lawn limitations do not apply to small residential lots with less than 250 square feet of landscaped area.
 2. Other Developments: In new commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.

Section 26-VI-3 Installation Of Landscaping

No Certificate of Occupancy shall be issued for any building on any portion of a development until the landscaping is in place or a bond, cash deposit, or equivalent, is deposited with the City conditioned on the guaranteeing the installation of all landscaping shown on the approved landscape plan.

Section 26-VI-4 Maintenance

Required landscaped areas shall be maintained in a neat, clean, orderly, and beautiful condition, this is meant to include proper pruning, mowing of lawns, weeding, removal of litter, fertilizing, replacement of plants when necessary and the regular watering of all plantings. Required landscaped areas shall be provided with suitable permanent method for water or sprinkling of plant. Failure to maintain the landscaping as provided herein shall be a violation of this chapter and enforceable as provided by law.

Section 26-VI-5 Plot Plan Required

Where landscaping is required in this Ordinance, a plot plan showing the proposed landscaping development, watering system and use of the property shall be submitted to the Building Official. The same plot plan used to show parking layout or other requirements for the issuance of a Building Permit may be used providing all proposed landscaping is adequately detailed on said plot plan. The Building Official may disapprove such plans if he determines that they are not consistent with the purpose of this Ordinance.

Section 26-VI-6 Non-Conforming Status

Any use of property which on the effective date of this Ordinance or any subsequent amendment thereto is non-conforming only as to the regulations relating to landscaping may be continued in the same manner as if the landscaping was conforming. However, such use may not be increased in intensity except in accordance with the requirements of the Ordinance, and any landscaping which may exist in the locations specified by this Ordinance shall not be reduced unless suitable substitutions are made which would meet the requirements of this Ordinance.



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Natural Resources

JOEL FERRY
Executive Director

Division of Water Resources

CANDICE A. HASENYAGER
Division Director

February 16, 2023

Cedar City
Garth O. Green
Mayor
10 N. Main St.
Cedar City, Utah, 84720

Dear City Councilmembers and Staff,

Beginning Spring 2023, the Utah Division of Water Resources will offer a landscape rebate program for residential and commercial property owners through UtahWaterSavers.com. Utahns can receive up to \$1.50/square foot of grass removed and replaced with water-efficient landscaping. In order for your residents to be eligible for the statewide landscape rebate program, your city will need to adopt the following landscape ordinances for new residential developments:

- No lawn on parking strips or areas less than eight feet in width in new residential development.
- No more than 50% of front and side yard landscaped area in new residential developments is lawn. Lawn limitations do not apply to small residential lots with less than 250 square feet of landscaped area.

Additional program rules will also require adoption of the following ordinance for a city to remain eligible for incentives:

- In new commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.

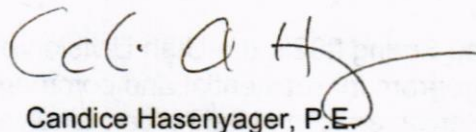
This is an excellent opportunity to review and add to city ordinances that will contribute to more sustainable growth and water conservation on a local level. We encourage cities to revise their landscaping ordinances as needed to give their residents a chance to qualify for landscape rebates and conserve water. For more information on rebates and what cities have established water-efficient municipal codes, visit

ConserveWater.utah.gov.

We plan to begin accepting landscape rebate applications in March 2023. Once qualifying ordinances are finalized and adopted, please send a copy to WaterRebates@utah.gov to be added to the eligible cities list.

For any questions or concerns, please contact Shelby Erickson with the Division of Water Resources at shelbyericksen@utah.gov. We appreciate your efforts to conserve Utah's water.

Sincerely,

A handwritten signature in black ink, appearing to read "C.C. A H", with a large, sweeping flourish extending from the end of the signature.

Candice Hasenyager, P.E.
Director
Utah Division of Water Resources

CEDAR CITY COUNCIL
AGENDA ITEM 14

DECISION PAPER

TO: Mayor and City Council

FROM: Darin Adams

DATE: 09 May 2023

SUBJECT: IGBCTF Interlocal Agreement

PROBLEM: There currently exists an Interlocal Agreement between the following agencies in Iron, Beaver, and Garfield Counties. Cedar City Police Department, Iron County Sheriff's Office, Utah Highway Patrol, Enoch Police Department, Parowan Police Department, SUU Police Department, Brian Head Marshall's Office, Beaver County Sheriff's Office, Garfield County Sheriff's Office, and Adult Probation and Parole. The interlocal agreement sets forth a Task Force Board structure with oversight of our Drug Task Force, SWAT Team, and Critical Incident Task Force. The SWAT team oversight was created nearly two years ago. Because it is a multi-jurisdictional team, there currently exists no set budget for equipment. SWAT officers are initially equipped with basic equipment from their home agency. As larger equipment items are needed, a funding source needs to exist to cover such items. For example, items such as ballistic shields, diversionary devices (flash bangs), night vision optics, less lethal tools, etc.

RECOMMENDATION: The Task Force board has been discussing the best way to provide funding for the aforementioned items. These discussions have been ongoing for the past year. The formula that was examined and approved by the task force board was to fund the team on a pro-rata basis and assess an amount of \$500.00/sworn officer within each department. This money would be held in each agency's own operating budgets. Each agency would then be billed a specific percentage for equipment purchases. For example, if two ballistic shields were purchased for the team, totaling \$3,500, then Cedar City Police Department would cover 43% of that cost, equaling \$1,505. The other agencies would cover the remaining cost. The Task Force Board would manage the equipment inventory. The interlocal agreement has been previously approved. The only change to the agreement would be Section 7, on page 7 of the agreement.

IRON COUNTY
GARFIELD COUNTY
BEAVER COUNTY

Iron/Garfield/Beaver Counties Task Force

INTERLOCAL AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

By and between

Iron County, Utah

Cedar City, Utah

Brian Head Town, Utah

Parowan City, Utah

Enoch City, Utah

Southern Utah University

Garfield County, Utah

Beaver County,

Adult Probation and Parole, and

Utah Highway Patrol (Utah Department of Public Safety)

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (AGREEMENT), made and entered into by and between Iron County, Garfield County, Beaver County, Southern Utah University, Adult Probation and Parole and the Utah Highway Patrol, each a body corporate and political of the State of Utah, CEDAR CITY, PAROWAN CITY, ENOCH CITY and BRIAN HEAD TOWN, all municipal corporations or towns located in Iron County. The name of the organization is the Iron/Garfield/Beaver Counties Task Force, referred hereafter as (TASK FORCE).

WITNESSETH:

WHEREAS: Title 11, Chapter 13, Section 202, et seq., Utah Code, 1953 as amended commonly known as the Interlocal Cooperation Act authorizing public agencies to enter joint agreements for the promotion of police protection; and

WHEREAS all the parties hereto are public agencies and defined by the Interlocal Cooperation Act; and

WHEREAS all the parties hereto have experienced within their jurisdiction a growing problem of trade in illegal controlled substances; and

WHEREAS the effective investigation and prosecution of sales of controlled substances require specialized personnel, which are more effective when able to investigate on a regional basis and in a cooperative arrangement; and

WHEREAS, the effective and competent investigation of Critical Incidents, that occur in or about law enforcement facilities or within private or public areas involving law enforcement officers, is necessary and crucial and more effective when able to investigate on a regional basis and in a cooperative arrangement; and

WHEREAS the effective and rapid response by a Special Weapons and Tactics Team to dangerous and uncertain situations is necessary and crucial, and more effective, when the team is comprised and the response occurs, on a regional basis and in a cooperative arrangement; and

WHEREAS other specialized teams may provide value and benefit and may be deemed necessary and crucial to address specific public safety needs.

NOW THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Agreement Act, as follows:

Effective Date; Duration

The term of this AGREEMENT shall be from the effective dates hereof until December 31, 2028. This interlocal Cooperation Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this AGREEMENT to, and the approval, execution and filing thereof by the executive power or legislative body of the public agencies which are parties to this AGREEMENT. All parties hereto agree that the execution of this AGREEMENT shall operate to terminate any prior Agreements.

Section 1. Mission

The TASK FORCE's mission is to provide our residents with quality public safety services, which protect life and property, and inspire confidence, community safety, security, and well-being.

Section 2. Oversight

The mission of the Iron/Garfield/Beaver Counties TASK FORCE (TASK FORCE) will be to significantly diminish the availability and use of illegal drugs in Iron County, Garfield County, Beaver County and all cities and towns located in these counties, and apprehend and prosecute the responsible offenders, thereby increasing public safety. Further, the TASK FORCE will oversee a Special Weapons and Tactics Team that was created for the purpose of responding, containing, and resolving emergency incidents that occur within the limits of the jurisdictions participating in this AGREEMENT. Further, the TASK FORCE will oversee a Critical Incident Response Team that was created for the purpose of responding, investigating, and determining disposition of an Officer-Involved Critical Incident, as defined under Utah Code Annotated 76-2-408, that occurs within the limits of the jurisdictions participating in this AGREEMENT. Further, the TASK FORCE will oversee all additional teams created for the specific purpose of addressing any future public safety needs.

Section 3. Purpose

The purpose of this AGREEMENT is to set forth the responsibilities of the participating agencies as they relate to the TASK FORCE. Working in conjunction, the participating agencies will endeavor to effectively enforce the laws of the State of Utah as expressed in the Utah State Code, and applicable federal laws relating to all criminal activity. Agencies participating in the TASK FORCE will be targeting their investigations to ensure well-coordinated enforcement regionally and increase the flow of related intelligence information between the various law enforcement agencies participating in the TASK FORCE. The TASK FORCE may also be tasked with investigating other types of crimes when a special need arises, and the investigation is communicated to the Chairperson of "TASK FORCE Executive Board" (BOARD).

The parties to this AGREEMENT do not contemplate nor intend to establish a separate legal entity under the terms of this AGREEMENT.

Section 4. Task Force Executive Board

The parties to this AGREEMENT do agree, pursuant to U.C.A 11-13-207 (1953, as amended) to establish a joint board with representation from the public

agencies that are parties to this AGREEMENT known as the "TASK FORCE Executive Board" (BOARD). The TASK FORCE will be governed by the BOARD.

The BOARD will consist of the head of each participant's law enforcement agency, or their designee, and the Iron, Garfield, and Beaver County Attorneys. Each participating agency shall have only one (1) member on the BOARD. A chairman shall be selected on a yearly basis on the 1st meeting in February by a majority vote of the BOARD. This vote may be done by secret ballot or any other manner deemed appropriate by the BOARD. The chairman shall have the power to call meetings as necessary, administer the routine affairs of the BOARD, and enter contracts as needed upon approval resolution of the BOARD.

Each member of the BOARD shall be allowed one (1) vote and all matters shall be determined, after appropriate discussion, by the majority vote. The BOARD shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

Since a separate legal entity is not created pursuant to this Agreement, in the event a TASK FORCE officer becomes the subject of a claim, action, or suit, the individual officer or entity employing the officer will be required to defend itself.

Each TASK FORCE officer shall be considered an agent of their employing law enforcement agency. At no time will a TASK FORCE officer legally represent or be considered an agent of any other law enforcement agency other than their own employer.

All law enforcement agencies and governmental bodies bound by this AGREEMENT agree to hold each other blameless and shall not be liable to the other parties of this AGREEMENT for any injury or damage to person or property occurring as a result of the legal operation of the TASK FORCE, unless caused by or resulting from the illegal or intentional acts of a TASK FORCE officer.

Section 5. Task Force Commander(s)

TASK FORCE Commanders (COMMANDER) shall be selected by the majority vote of the BOARD and shall be a fully certified Category 1 police officer in the

State of Utah and should be the rank of Sergeant or above. The BOARD may make TASK FORCE leadership changes as necessary for its efficient and effective operation. In exceptional circumstances, the BOARD may appoint a COMMANDER of lower supervisory rank. Further, the COMMANDER shall be selected from one of the participating agencies to this AGREEMENT. Once selected by the BOARD, the COMMANDER shall serve for a term of five (5) years or other term as deemed appropriate by the BOARD. The COMMANDER may be removed as commander at any time, with or without cause, at the discretion of the BOARD.

Each COMMANDER shall be responsible for managing and supervising the TASK FORCE/team under his or her direction. The BOARD shall require that each TASK FORCE/team prepare annual goals, objectives, strategies, and action steps for annual review and evaluation by the BOARD. Moreover, each month the TASK FORCE/team is required to provide a report to the board. The Drug TASK FORCE, S.W.A.T. team and Critical Incident TASK FORCE is required to provide their report in person. All other TASK FORCE/teams shall provide their report in writing and the COMMANDERS of those teams is required to appear quarterly to provide an in-person report. The COMMANDERS shall also provide annual reports of TASK FORCE activity. This report shall contain enough information regarding trends to enable the BOARD to reassess TASK FORCE goals and objectives. Any personnel assigned to the TASK FORCE shall adhere to the published policies and procedures of the TASK FORCE, unless exempted by the BOARD for good cause shown. The COMMANDERS shall coordinate and monitor their cases to ensure proper timing of investigation; make decisions concerning case continuance, referrals, refocusing, and closure and passing cases to agents for investigation and prosecution.

The COMMANDERS shall be responsible for managing TASK FORCE monies. The COMMANDERS shall prepare a proposed budget each year for the ensuing fiscal/calendar year allocating the necessary resources for the investigation and prosecution of cases and present said budget to the BOARD.

Section 6. Management/Manner of Financing

It is the responsibility of the BOARD to annually apply for and obtain grant money, including CCJJ grant money which the TASK FORCE relies upon to maintain fiscal viability. The BOARD shall also oversee the accounts held on behalf of the

TASK FORCE and shall maintain an accurate and detailed accounting of all expenditures and deposits into said account.

The operation of the TASK FORCE shall be financed by all available State and Federal monies offered for such purposes and by direct contributions of money, personnel, and equipment from parties to this AGREEMENT. The management and supervision of the TASK FORCE resources will be the responsibility of the COMMANDERS, but any expenditure totaling more than \$2500 shall be approved by the BOARD in advance of committing said funds.

The BOARD shall establish an account for purposes of accumulation, holding and managing monies. The account shall be funded to the sum and amount deemed appropriate by the BOARD. An accurate accounting of all account activity shall be maintained by the COMMANDERS and reported to the BOARD on a regular basis, including an annual fiscal year-end report.

Section 7. SWAT Team

The BOARD will provide oversight to the Iron Metro SWAT Team. For purposes of SWAT Team funding, the Beaver County Sheriff's Office, Adult Probation and Parole, and the Utah Department of Public Safety are not included in the definition of "Participating Agencies."

Participating agencies agree to fund the Team in accordance with the terms of this Agreement. The Team shall be funded on a pro-rata basis, based on the number of sworn officers of the participating agencies. The formula will require the participating agencies to provide an annual operating sum equal to \$500/sworn law enforcement officer. This formula does not apply to corrections staff or the Garfield County Sheriff's Office. The GCSO currently provides a lump sum annual contribution to the Task Force in the amount of \$10,000. A portion of this amount will cover SWAT Team equipment expenditures.

The funds provided by the participating agencies shall be used solely for the purposes of operating and maintaining the team, including the purchase of equipment and training. The Board's liaison to the SWAT Team will work with the SWAT Team Commander and shall prepare and submit a joint budget for the team to the BOARD annually.

The Task Force secretary will submit invoices to the Participating agencies when equipment is purchased and said agencies will provide payment based on their formula percentage.

Section 8. Seizures and Forfeitures

Both Federal and State law provide for forfeiture and seizure of property used for, or otherwise connected with, violations of the various controlled substance laws. Some of the forfeiture provisions may allow for direct transfer of property or money to the TASK FORCE. Parties to the AGREEMENT hereby agree that any property, money, or equipment seized or forfeited because of TASK FORCE operations shall immediately be dedicated to TASK FORCE operations. Funds derived from such forfeitures and seizures shall not reduce the participant's obligations to provide money, manpower, or equipment as established by the BOARD.

Notwithstanding the forgoing, forfeitures and seizures resulting from operations of police departments or sheriff's offices not related to TASK FORCE operations shall be conducted separately and independently from TASK FORCE operations. Property, cash, or equipment obtained by forfeiture or seizure through such non-TASK FORCE operations shall become and remain property of the involved agency as provided by law.

In the event TASK FORCE personnel and non-TASK FORCE personnel are jointly involved in an operation, forfeiture or seizure of any available property will be aggressively pursued. The matter will be submitted to the BOARD who shall determine, by majority vote, the appropriate distribution of recovered property or proceeds. It is recognized and understood by all parties to this AGREEMENT that joint operations shall include those operations in which both TASK FORCE and non-TASK FORCE personnel are involved in the planning and investigation. Other enforcement actions may include TASK FORCE or non-TASK FORCE personnel in a backup or supportive role which shall not require proportionate distribution of seized or forfeited property or proceeds.

Section 9. Task Force Agents

It is agreed that all members who are working for the TASK FORCE shall abide by the applicable policies and procedures as expressed in the TASK FORCE

manual, which is specific in content to the needs, objectives, and goals of the TASK FORCE. Members of other identified TASK FORCE/teams shall abide by their home agency policies and any applicable policies and procedures governing their TASK FORCE/team's specific area of operation. Nothing shall prohibit the BOARD from implementing new guidelines or policies as that person may see fit, so long as those policies and guidelines are approved in advance by a majority vote of the BOARD.

All participants hereto agree that personnel contributed to the TASK FORCE shall follow TASK FORCE policy, unless said policy is in direct contradiction with their agency's policy in which case, they would follow their agency's policy and procedure and shall be bound by his or her own department's policies while acting for the TASK FORCE.

Each agency hereby agrees to use their best efforts to place an officer and other necessary property/equipment with the TASK FORCE to assist with investigations. Those officers agree to be supervised by the COMMANDERS. A full-time officer's tenure in the TASK FORCE will be determined by the participating agency assigning the officer to the TASK FORCE. The BOARD shall have authority to terminate an officer's involvement in the TASK FORCE, with or without cause, by a majority vote of the BOARD. The TASK FORCE shall have no authority to discipline an officer, except the COMMANDER may recommend termination to the BOARD.

All parties to this AGREEMENT acknowledge the territorial jurisdiction of the TASK FORCE to be that of all signatories hereto and expressly consent to the investigation conducted by the TASK FORCE with their geographical boundaries. TASK FORCE agents shall use their best efforts to keep parties notified of any investigation and its progress within their territorial boundaries, so long as such notification will not hinder a then current TASK FORCE investigation.

Each party to this AGREEMENT shall absorb the costs associated with their participation. All salaries, including benefits and other obligations, of officers and staff assigned to the TASK FORCE, shall be paid by the contributing jurisdiction.

TASK FORCE agents will be trained in specialized areas as pertaining to their specific area of investigation and when TASK FORCE funding is available. TASK FORCE funds will be used for specialized training. New TASK FORCE agents will be

trained in specialized techniques at the earliest available and feasible time upon appointment to the TASK FORCE at the discretion of the COMMANDER.

Any equipment purchased with TASK FORCE or seized funds which are damaged, broken misplaced, lost, or stolen through negligence, wrongful act or omission of an officer or agent assigned to the TASK FORCE shall be repaired or replaced by the agency of the responsible employee at the determination of the COMMANDER.

Section 10. Indemnification

All parties to this AGREEMENT are governmental entities as defined in the UTAH Governmental Immunity Act found in Title 63G, Chapter 7 of the Utah Code. Nothing in this AGREEMENT shall be construed as a waiver by any party of any rights, limits, protections, or parties, as a waiver of any governmental immunity to which a party to this AGREEMENT is otherwise entitled. Subject to the Act, as party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.

Section 11. Amendments

This AGREEMENT may not be amended, changed, modified, or altered except by an instrument in writing which shall be (a) approved by the executive power or legislative body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to the review by each attorney for each public agency which is a party to this AGREEMENT as required by Section 11-13-202.5, Utah Code Annotated 1953, as amended, and (d) filed in the official records of each party.

Section 12. Severability

If any term or provision of this AGREEMENT, or the application thereof, shall, to any extent, be invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by applicable law. The parties hereby waive any provision of law which would render any of the terms of this AGREEMENT unenforceable.

Section 13. Governing Law

All questions with respect to the construction of this AGREEMENT, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah. It is agreed that any civil action concerning this AGREEMENT shall be commenced in a court of competent jurisdiction in the Fifth District Court of Utah.

Section 14. Termination

This AGREEMENT may be completely terminated at any time by a majority vote of the BOARD. Any party to this AGREEMENT may, at the sole option of the party, and pursuant to the resolution and formal action of the governing body of the member, withdraw from participation in this AGREEMENT at any time without liability for unpaid present or future assessment. Upon the unilateral withdrawal of a member from participation under this AGREEMENT, the AGREEMENT shall not automatically terminate with regard to the remaining members but shall continue in force and effect as to the remaining members. Withdrawing parties shall immediately lose any rights to participation in the administration or conduct of the AGREEMENT or the TASK FORCE. Officers of the withdrawing member, upon withdrawal, shall immediately cease participation in any TASK FORCE operation. Property contributed to TASK FORCE operations by the withdrawing member shall be returned to the withdrawing member as soon as reasonably practical, provided that in no event shall the security of ongoing operations or the health and safety of officers continuing to participate in TASK FORCE operations be jeopardized by the immediate withdrawal of equipment or personnel.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto upon
resolution of their governing body as required by law.

Dated this _____ Day of _____ 2023.

Mollie Halterman
Parowan City Mayor

Attest:

Reviewed as to Form and Compliance with
Interlocal Cooperation Act:

Justin Wayment
Parowan City Attorney

IN WITNESS WHEREOF, the parties have affixed their signatures hereto upon resolution of their governing body as required by law.

Dated this _____ day of _____ 2023.

Southern Utah University

Attest:

Reviewed as to Form and Compliance with
Interlocal Cooperation Act:

Maureen Redeker
Southern Utah University General Counsel

IN WITNESS WHEREOF, the parties have affixed their signatures hereto upon resolution of their governing body as required by law.

Dated this _____ day of _____, 2023.

Garth Green
Cedar City Mayor

Attest:

Reviewed as to form and compliance with
Interlocal Cooperation Act:

Randall McUne
Cedar City Attorney

IN WITNESS WHEREOF, the parties have affixed their signatures hereto upon resolution of their governing body as required by law.

Dated this _____ day of _____, 2023

Leland Pollock
Garfield County Commissioner

Attest:

Reviewed as to form and compliance with
Interlocal Cooperation Act:

Barry L Huntington
Garfield County Attorney

IN WITNESS WHEREOF, the parties have affixed their signatures hereto upon resolution of their governing body as required by law.

Dated this _____ day of _____, 2023.

Paul Cozzens
Commission Chairman
Iron County Board of Commissioners

Attest:

Reviewed as to form and compliance with
Interlocal Cooperation ACT:

Chad Dotson
Iron County Attorney

IN WITNESS WHEREOF, the parties have affixed their signatures hereto upon resolution of their governing body as required by law.

Dated this _____ day of _____, 2023.

Geoffrey Chesnut
Enoch City Mayor

Attest:

Reviewed as to form and compliance with
Interlocal Cooperation ACT:

Justin Wayment
Enoch City Attorney

IN WITNESS WHEREOF, the parties have affixed their signatures hereto upon
resolution of their governing body as required by law.

Dated this _____ day of _____, 2023.

Jess Anderson
Commissioner
Utah Department of Public Safety

IN WITNESS WHEREOF, the parties have affixed their signatures hereto upon resolution of their governing body as required by law.

Dated this _____ day of _____, 2023.

Bret Howser
Brian Head Town City Manager

Attest:

Reviewed as to form and compliance with
Interlocal Cooperation ACT:

Clayton Calloway
Brian Head Town Mayor

IN WITNESS WHEREOF, the parties have affixed their signatures hereto upon resolution of their governing body as required by law.

Dated this _____ day of _____, 2023.

Wade Hollingshead
Beaver County Commissioner

Attest:

Reviewed as to form and compliance with
Interlocal Cooperation ACT:

Von J Christiansen
Beaver County Attorney

IN WITNESS WHEREOF, the parties have affixed their signatures hereto upon resolution of their governing body as required by law.

Dated this _____ day of _____, 2023.

Dan Blanchard
Director
Adult Probation and Parole

Attest:

Reviewed as to form and compliance with
Interlocal Cooperation ACT:

AP&P Legal

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CEDAR CITY, UTAH,
DECLARING THE CITY OF CEDAR CITY, UTAH IS IN OPPOSITION TO THE
CREATION OF THE PROPOSED GRAND CANYON NATIONAL MONUMENT

WHEREAS, the Antiquities Act of 1906 grants the President authority to "*declare by public proclamation historic landmarks, historic and prehistoric structures, and other objects of historic or scientific interest that are situated on land owned or controlled by the Federal Government to be national monuments.*" 54 U.S.C. §320301(a); and

WHEREAS, the Antiquities Act of 1906 restricts the President's authority by stating that "[t]he President may reserve parcels of land as a part of the national monuments. The limits of the parcels shall be confined to the smallest area compatible with the proper care and management of the objects to be protected." 54 U.S.C. §320301(b); and

WHEREAS, a plain reading of the Antiquities Act of 1906 reveals that the President may only declare national monuments to protect eligible objects which are limited to "historic landmarks," "historic" or "prehistoric structures," or "other objects of historic or scientific interest." 54 U.S.C. §320301(a); and

WHEREAS, a plain reading of the Antiquities Act of 1906 reveals that the President may only reserve the "smallest area compatible with the proper care and management" of the eligible objects. 54 U.S.C. §320301(b); and

WHEREAS, the President of the United States has sole authority to designate a national monument, but groups, individuals, tribes and elected officials may from time-to-time propose a national monument for the President's designation; and

WHEREAS, in April 2023, Arizona Senator Kyrsten Sinema and U.S. Representative Raúl Grijalva (AZ-07), together with a small coalition of tribal nations, unveiled a proposal to encourage President Biden to designate the "Baaj Nwaavjo I'tah Kukveni Grand Canyon National Monument" (the "Grand Canyon National Monument"); and

WHEREAS, if designated, the Grand Canyon National Monument would restrict access to approximately 1.1 million acres of private, state and federal land in Northern Arizona in the remote region of the state known as the "Arizona Strip"; and

WHEREAS, the Arizona Strip is an extremely unique region consisting of all the land north of the Grand Canyon and south of the Utah border, and provides world class opportunities for ranching, farming, mining, logging, hunting, and recreation; and

WHEREAS, the residents of Southern Utah and the Arizona Strip currently utilize the Arizona Strip to make a living through ranching, farming, mining, logging and hunting while simultaneously enjoying the beautiful landscape for recreation and sight-seeing; and

WHEREAS, the residents of Southern Utah and the Arizona Strip are able to access and use the lands within the boundaries of the proposed Grand Canyon National Monument for all "multiple-

use” purposes as defined under the Federal Land Policy and Management Act. 43 U.S.C. 1701, *et seq.*; and

WHEREAS, the coalition of politicians and tribal leaders mentioned *supra* are intent on working with President Biden and the Department of the Interior to permanently designate much of the eastern half of the Arizona Strip as the proposed Grand Canyon National Monument and take those lands out of “multiple-use”; and

WHEREAS, the Grand Canyon National Monument proposal has failed to indicate any “objects” eligible for designation as a national monument, as defined in the Antiquities Act of 1906; and

WHEREAS, the Grand Canyon National Monument proposal has failed to indicate why 1.1 million acres is “*the smallest area compatible with the proper care and management of the objects*” as defined in the Antiquities Act of 1906; and

WHEREAS, in 2021 President Biden designated both the Grand Staircase-Escalante National Monument (“GSENM”) and Bears Ears National Monument (“BENM”), which together locked up approximately 3.23 million acres in Utah; and

WHEREAS, in the Proclamations for both the GSENM and BENM, President Biden inserted a provision allowing for the permanent retirement of grazing permits and the federal lands covered by said grazing permits within the GSENM and BENM (the “Grazing Retirement Clause”). Presidential Proclamation 10285, Presidential Proclamation 10286; and

WHEREAS, an Animal Unit Month (AUM) is the metric used to determine the number of livestock that can be grazed on federal land grazing allotments; each AUM equals the amount of forage necessary to sustain a 1,000 lbs. mother cow and her calf for one month; and

WHEREAS, at least three independent studies have shown that through multiplier effects, each AUM permitted for use in the GSENM region generates approximately \$100 in economic activity, stimulating economic ripple effects within the community. *See Bureau of Land Management, U.S. Department of the Interior, Grand Staircase-Escalante National Monument, Livestock Grazing Plan Amendment EIS, Socioeconomic baseline report. P. 1-2; and*

WHEREAS, the Grazing Retirement Clause threatens the viability of the ranching industry in Southern Utah by eliminating valuable AUMs, and arguably violates both the Taylor Grazing Act of 1934 and the Federal Land Policy and Management Act of 1976; and

WHEREAS, many ranchers in the Utah/Arizona region graze their cattle in both states; and

WHEREAS, many ranchers in this region graze their cattle during the summer in higher altitudes in Southern Utah, while wintering in the lower elevations found on the Arizona Strip; and

WHEREAS, if the proposed Grand Canyon National Monument were to contain a Grazing Retirement Clause, then the proposed Grand Canyon National Monument would also threaten the viability of the ranching industry in both Southern Utah and Northern Arizona by making the valuable lower elevation grazing unavailable and eliminating valuable AUMs; and

WHEREAS, if the proposed Grand Canyon National Monument were to contain a Grazing Retirement Clause, then the proposed Grand Canyon National Monument would arguably violate both the Taylor Grazing Act of 1934 and the Federal Land Policy and Management Act of 1976; and

WHEREAS, uranium mining on the Arizona Strip was a major economic driver in years past; and

WHEREAS, Arizona news sources indicate one of the main purposes of designating the Grand Canyon National Monument is to extend the current uranium mining moratorium indefinitely; and

WHEREAS, Arizona news sources indicate that a tribal coalition (including the Kaibab Band of Paiute Indians) will be given co-management of the proposed Grand Canyon National Monument; and

WHEREAS, the Bureau of Land Management ("BLM") and the U.S. Department of the Interior ("DOI") have published internal policy on co-stewardship of national monuments with tribal authorities; and arguably no statutory authority allows the BLM or DOI to abdicate their land management duties in this manner; and

WHEREAS, the members of the Cedar City Council took an oath to support the United States Constitution, the Constitution of Utah and the laws of the State of Utah and today reaffirm our commitment that the Cedar City Council does support the United States Constitution, the Constitution of Utah and the laws of the State of Utah.

NOW, THEREFORE, BE IT RESOLVED, that the Cedar City Council, by the authority granted by the laws of the State of Utah, and the people of Cedar City, Utah, do hereby commit to stand and defend the rights and liberties as guaranteed by the U.S. and Utah Constitution; and

BE IT FURTHER RESOLVED, that the Cedar City Council opposes the designation of the proposed Baaj Nwaavjo I'tah Kukveni Grand Canyon National Monument; and

BE IT FURTHER RESOLVED, that the Cedar City Council takes the position that the designation of the proposed Baaj Nwaavjo I'tah Kukveni Grand Canyon National Monument by the President of the United States exceeds his authority under the Antiquities Act of 1906; and

BE IT FURTHER RESOLVED, that the Cedar City Council opposes any attempt to limit grazing within the boundaries of the proposed Baaj Nwaavjo I'tah Kukveni Grand Canyon National Monument; and

BE IT FURTHER RESOLVED, that the Cedar City Council opposes any attempt to permanently ban uranium mining and exploration on the Arizona Strip, within the boundaries of the proposed Baaj Nwaavjo I'tah Kukveni Grand Canyon National Monument; and

BE IT FURTHER RESOLVED, that the Cedar City Council opposes any attempt to limit "multiple-use" of the lands within the boundaries of the proposed Baaj Nwaavjo I'tah Kukveni Grand Canyon National Monument; and

BE IT FURTHER RESOLVED that the Cedar City Council opposes any attempt by the U.S. Department of the Interior to enter into any kind of co-management or co-stewardship agreement with tribal nations (including, but not limited to, the Kaibab Band of Paiute Indians) on the proposed Baaj Nwaavjo I'tah Kukveni Grand Canyon National Monument; and

BE IT FURTHER RESOLVED that the Cedar City Council hereby urges all elected officials in the State of Utah and the State of Arizona to oppose the proposed Baaj Nwaavjo I'tah Kukveni Grand Canyon National Monument; and

BE IT FURTHER RESOLVED that the Cedar City Council hereby urges President Joseph R. Biden to not designate the proposed Baaj Nwaavjo I'tah Kukveni Grand Canyon National Monument.

Council Vote:

Hartley -

Isom -

Phillips -

Melling -

Riddle -

This resolution shall be effective upon passage.

The provisions contained herein shall be severable; if any provision included herein or application thereof is held invalid, it shall not affect any other provision of this resolution of the application in different circumstances.

PASSED, APPROVED, and ADOPTED this ____ day of May 2023.

Dated this ____ day of May, 2023.

GARTH O. GREEN
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

#16

CEDAR CITY CORPORATION RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE CITY'S FISCAL YEAR 2023-2024
TENTATIVE BUDGET.**

WHEREAS, the Financial Department of the Cedar City Corporation (the "City") has presented a tentative budget, accompanied by a budget message pursuant to Section 10-6-111 of the Utah Code; and

WHEREAS, the City Council reviewed and considered the tentative budget in a public meeting on May 3rd, 2023; and

WHEREAS, each tentative budget adopted by the City Council and all supporting schedules and data shall be a public record in the office of the City Recorder, available for public inspection for a period of at least ten days prior to the adoption of the final budget; and

WHEREAS, at the meeting in which the tentative budget is adopted, the City Council shall establish the time and place of a public hearing to consider the adoption and shall order that notice thereof be published at least seven days prior to the hearing in at least one issue of a newspaper of general circulation in Cedar City, Utah.

NOW, THEREFORE, be it resolved by the City Council of Cedar City, Utah, that the tentative budget for fiscal year 2023-2024, presented by the City's Financial Department to the City Council, is hereby adopted as the City's tentative budget and is ordered to be filed and maintained as a public record, available for public inspection in the office of the City Recorder, at 10 N. Main St., Cedar City, Utah, until adoption of the final budget.

This resolution, Cedar City Resolution No. _____, shall take effect immediately upon passage. This resolution was made, voted, and passed by the Cedar City Council at its regular meeting on this 24th day of May, 2022.

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

BY: _____
Garth O. Green, Mayor

[Corporate Seal]
ATTEST:

Renon Savage, City Recorder

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|-----------------------------|--------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| GENERAL FUND | | | | | | | | |
| GENERAL FUND REVENUE | | | | | | | | |
| 1031 | TAX REVENUE | | | | | | | |
| 1031100 | CURRENT YEAR PROPERTY TAXES | 4,375,450 | 4,745,002 | 4,827,132 | 5,096,000 | 5,096,000 | - | 0% |
| 1031110 | CURRENT YEAR PROPERTY TAXES-BOND | 527,900 | 527,900 | 507,483 | 507,483 | 507,483 | - | 0% |
| 1031200 | PRIOR YEAR PROPERTY TAXES | 229,777 | 251,595 | 300,989 | 269,000 | 269,000 | - | 0% |
| 1031300 | SALES & USE TAXES | 8,130,767 | 9,927,182 | 11,612,238 | 9,927,000 | 11,496,508 | 1,569,508 | 16% |
| 1031310 | MUNICIPAL ENERGY SALES TAX | 96,199 | 78,679 | 123,032 | 78,000 | 78,000 | - | 0% |
| 1031410 | ELECTRIC FRANCHISE TAX | 1,743,209 | 1,838,085 | 1,919,290 | 1,838,000 | 1,838,000 | - | 0% |
| 1031420 | TV FRANCHISE TAX | 39,255 | 10,843 | 10,237 | 10,000 | 10,000 | - | 0% |
| 1031430 | GAS FRANCHISE TAX | 534,853 | 558,231 | 644,781 | 558,000 | 558,000 | - | 0% |
| 1031440 | TELECOMMUNICATIONS TAX | 263,927 | 232,020 | 224,040 | 232,000 | 232,000 | - | 0% |
| 1031700 | FEES-IN-LIEU OF TAXES | 422,644 | 471,952 | 525,218 | 471,000 | 471,000 | - | 0% |
| 1031900 | INTEREST-DELINQUENT TAXES | 10,244 | 8,413 | 64,370 | 8,000 | 8,000 | - | 0% |
| 1031 | TOTAL TAXES | 16,374,226 | 18,649,902 | 20,758,809 | 18,994,483 | 20,563,991 | 1,569,508 | 11% |
| 1032 | LICENSE & PERMIT REVENUE | | | | | | | |
| 1032100 | BUSINESS LICENSES | 209,800 | 212,246 | 234,538 | 200,000 | 200,000 | - | 0% |
| 1032110 | ALCOHOL & BEVERAGE PERMITS | 10,022 | 8,799 | 9,034 | 7,000 | 7,000 | - | 0% |
| 1032120 | RESIDENTIAL RENTAL LICENSES | 20,580 | 22,589 | 22,253 | 18,500 | 18,500 | - | 0% |
| 1032210 | BUILDING PERMITS | 1,279,333 | 1,707,761 | 1,865,508 | 600,000 | 600,000 | - | 0% |
| 1032250 | ANIMAL LICENSES | 755 | 1,366 | 810 | 2,000 | 2,000 | - | 0% |
| 1032290 | BICYCLE LICENSES | - | 2 | - | - | - | - | - |
| 1032 | TOTAL LICENSES & PERMITS | 1,520,490 | 1,952,763 | 2,132,144 | 827,500 | 827,500 | 0 | 0% |
| 1033 | INTERGOVERNMENTAL REVENUE | | | | | | | |
| 1033126 | FED GRANT-FEMA FIRE | 622,091 | - | - | - | - | - | - |
| 1033132 | FED GRANT-DRUG FREE COMMUNITY | 25,000 | 12,500 | (24,900) | - | - | - | - |
| 1033191 | FED GRANT-SAFE STREETS | - | - | - | - | 52,000 | 52,000 | - |
| 1033410 | STATE GRANT-EDC | 5,000 | - | - | - | - | - | - |
| 1033421 | STATE GRANT-WILDLAND FIRE | 9,910 | 10,000 | 9,980 | - | - | - | - |
| 1033422 | STATE GRANT-HAZMAT | 4,000 | 8,500 | 16,125 | - | - | - | - |
| 1033424 | STATE GRANT-ICAC | - | - | 13,232 | - | - | - | - |
| 1033426 | STATE GRANT-HIGHWAY SAFETY | 15,000 | 15,000 | - | - | - | - | - |
| 1033427 | STATE GRANT-JAG | - | 9,000 | - | - | - | - | - |
| 1033430 | STATE GRANT-SIDEWALKS | 66,381 | - | - | - | - | - | - |
| 1033431 | STATE GRANT-STREETS | 93,200 | 18,400 | - | - | - | - | - |
| 1033474 | STATE GRANT-DCC LIBRARY GRANT | 11,910 | 9,300 | 23,016 | 10,000 | 10,000 | - | 0% |
| 1033476 | STATE GRANT-TRAIL | - | - | - | - | 341,640 | 341,640 | - |
| 1033494 | STATE GRANT-ARPA | - | - | 2,057,171 | - | - | - | - |
| 1033495 | STATE GRANT-CARES | 1,006,261 | 1,901,834 | - | - | - | - | - |
| 1033496 | STATE GRANT-CDBG HOUSING AUTHORITY | 300,000 | 300,000 | 209,286 | - | - | - | - |
| 1033497 | STATE GRANT-CDBG TURN SERVICES | 128,968 | - | - | - | - | - | - |
| 1033560 | CLASS "C" ROAD ALLOTMENT | 1,510,016 | 1,682,488 | 1,751,175 | 1,682,000 | 1,682,000 | - | 0% |
| 1033580 | STATE LIQUOR FUND ALLOTMENT | 44,345 | 49,923 | 53,375 | 56,000 | 56,000 | - | 0% |
| 1033810 | IRON COUNTY-ECONOMIC DEVELOPMENT | 108,542 | 54,750 | 150,000 | 50,000 | 50,000 | - | 0% |
| 1033812 | IRON COUNTY-CEMETERY CARE | 500 | 250 | 250 | 250 | 250 | - | 0% |
| 1033820 | IRON COUNTY-FIRE AGREEMENT | 845,262 | 542,061 | 558,432 | 500,000 | 500,000 | - | 0% |
| 1033824 | IRON SCHOOL DISTRICT-SCHOOL RESOURCE | 62,983 | 265,606 | 168,046 | 83,670 | 83,670 | - | 0% |
| 1033870 | IRON COUNTY-RECREATION | 694,388 | 64,508 | 79,200 | 246,825 | 187,485 | (59,340) | -24% |
| 1033871 | IRON COUNTY-LIBRARY | 127,116 | 137,146 | 135,813 | 125,000 | 125,000 | - | 0% |
| 1033873 | IRON COUNTY-HERITAGE CENTER | - | - | - | - | - | - | - |
| 1033920 | ENOCH-FIRE AGREEMENT | 128,080 | 157,359 | 162,069 | 130,000 | 130,000 | - | 0% |
| 1033921 | KANARRAVILLE-FIRE AGREEMENT | 16,203 | 13,128 | 13,395 | 10,000 | 10,000 | - | 0% |
| 1033 | TOTAL INTERGOVERNMENTAL REVENUE | 5,825,155 | 5,096,169 | 5,375,665 | 2,893,745 | 3,228,045 | 334,300 | 16% |

CEDAR CITY CORPORATION
BUDGET

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 1034 | CHARGES FOR SERVICES | | | | | | | |
| 1034100 | ADMINISTRATIVE CHARGES | 764,268 | 855,070 | 872,793 | 1,009,202 | 1,035,299 | 26,097 | 3% |
| 1034130 | ZONING & BOARD OF ADJUSTMENT FEES | 2,346 | 3,687 | 49,103 | 1,000 | 1,000 | - | 0% |
| 1034131 | SUBDIVISION FILING FEES | 59,180 | 39,805 | 8,685 | 1,000 | 1,000 | - | 0% |
| 1034132 | SUBDIVISION PLAT CHECKING FEES | 29,537 | 50,769 | 52,868 | - | - | - | - |
| 1034133 | SUBDIVISION INSPECTION FEES | 53,983 | 127,640 | 184,892 | - | - | - | - |
| 1034150 | SALE OF MAPS & PUBLICATIONS | 249 | 919 | 3,933 | 1,200 | 1,200 | - | 0% |
| 1034210 | POLICE OVERTIME REIMBURSEMENT | 6,822 | 14,956 | 13,367 | - | - | - | - |
| 1034211 | POLICE MISC REIMBURSEMENT | 83,525 | 30,022 | 69,794 | - | - | - | - |
| 1034212 | FALSE ALARM FEES | 3,640 | 1,195 | 600 | 1,000 | 1,000 | - | 0% |
| 1034213 | POLICE REPORTS & REGISTRATIONS | 10,582 | 10,287 | 11,864 | 5,000 | 5,000 | - | 0% |
| 1034214 | TRAFFIC SCHOOL FEES | 1,955 | - | - | 4,000 | 4,000 | - | 0% |
| 1034217 | ECONOMIC DEVELOPMENT MISC. | 2,834 | 5,385 | 5,688 | - | - | - | - |
| 1034221 | FIRE MISC REIMBURSEMENT | 411,390 | 406,734 | 309,551 | - | - | - | - |
| 1034250 | ANIMAL POUND FEES | 38,696 | 23,022 | 27,215 | 29,100 | 29,100 | - | 0% |
| 1034310 | ENGINEERING MISC REIMBURSEMENT | 6,286 | 6,150 | 18,000 | - | - | - | - |
| 1034311 | STREET MISC REIMBURSEMENT | 44,616 | 3,837 | 16,022 | - | - | - | - |
| 1034312 | ROAD BREAK FEES | 3,134 | 3,778 | 1,275 | 1,000 | 1,000 | - | 0% |
| 1034325 | PARKING PERMITS | 133 | 89 | 60 | - | - | - | - |
| 1034730 | PARK & FIELD RESERVATION FEES | 21,715 | 38,463 | 36,214 | 20,000 | 20,000 | - | 0% |
| 1034732 | BASKETBALL-YOUTH | 29,344 | 28,407 | 29,679 | 20,000 | 20,000 | - | 0% |
| 1034734 | FLAG FOOTBALL-YOUTH | 10,229 | 14,026 | 11,741 | 6,000 | 6,000 | - | 0% |
| 1034735 | SOCCER | - | 1,700 | 1,065 | - | - | - | - |
| 1034736 | VOLLEYBALL-ADULT | 9,806 | 9,345 | 13,695 | 6,500 | 6,500 | - | 0% |
| 1034738 | PARKS MISC REIMBURSEMENT | 7,234 | 3,538 | 4,087 | - | - | - | - |
| 1034739 | T-BALL MACHINE PITCH | 9,344 | 24,533 | 26,844 | 18,000 | 18,000 | - | 0% |
| 1034741 | SOFTBALL-ADULT | 18,740 | 19,698 | 28,232 | 17,500 | 17,500 | - | 0% |
| 1034742 | VOLLEYBALL-YOUTH | 5,466 | 9,111 | 8,397 | 6,500 | 6,500 | - | 0% |
| 1034744 | LEISURE SERVICES PROGRAM REVENUE | 8,364 | 2,930 | - | 10,000 | 10,000 | - | 0% |
| 1034746 | KAYAK FEES | - | - | - | - | - | - | - |
| 1034754 | CROSS HOLLOW EVENT CENTER USE FEES | 44,071 | 47,771 | 110,671 | 35,000 | 35,000 | - | 0% |
| 1034755 | HERITAGE CENTER USE FEES | 126,544 | 95,335 | 149,349 | 142,000 | 142,000 | - | 0% |
| 1034780 | LIBRARY FEES | 9,132 | 10,659 | 11,032 | 12,000 | 12,000 | - | 0% |
| 1034810 | SALE OF CEMETERY LOTS | 60,738 | 102,449 | 128,952 | 30,000 | 30,000 | - | 0% |
| 1034830 | INTERMENTS | 41,325 | 51,782 | 64,035 | 26,000 | 26,000 | - | 0% |
| 1034 | TOTAL CHARGES FOR SERVICES | 1,925,228 | 2,043,093 | 2,269,702 | 1,402,002 | 1,428,099 | 26,097 | 2% |
| 1035 | FINES & FORFEITURES | | | | | | | |
| 1035110 | COURT FEES & FINES | 157,353 | 154,080 | 155,334 | 150,000 | 150,000 | - | 0% |
| 1035120 | LIBRARY FINES | 11,360 | 12,817 | 5,853 | 11,500 | 11,500 | - | 0% |
| 1035230 | RESTITUTION | 3,154 | 2,559 | 391 | 2,000 | 2,000 | - | 0% |
| 1035 | TOTAL FINES & FORFEITURES | 171,868 | 169,456 | 161,578 | 163,500 | 163,500 | 0 | 0% |
| 1036 | MISCELLANEOUS REVENUE | | | | | | | |
| 1036100 | INTEREST EARNINGS | 127,410 | 52,040 | 77,911 | 50,000 | 50,000 | - | 0% |
| 1036200 | RENTS-LA FIESTA & MCO TIRE | 11,593 | 11,359 | 10,627 | 13,050 | 13,050 | - | 0% |
| 1036201 | RENTS-JETT LAND LEASE | 2,400 | 2,863 | 2,200 | 3,855 | 3,855 | - | 0% |
| 1036400 | SALE OF FIXED ASSETS | 28,048 | 168,315 | 53,548 | - | - | - | - |
| 1036401 | SALE OF LIBRARY BOOKS | 3,710 | 5,606 | 6,613 | 5,800 | 5,800 | - | 0% |
| 1036800 | CAPITAL LEASE PROCEEDS | 18,168 | 18,535 | 19,004 | 18,000 | 18,000 | - | 0% |
| 1036900 | SUNDRY REVENUES | 74,828 | 141,237 | 21,043 | - | - | - | - |
| 1036910 | CASH OVER/SHORT | 3,466 | 1,252 | 100 | - | - | - | - |
| 1036 | TOTAL MISCELLANEOUS REVENUE | 269,623 | 401,208 | 191,046 | 90,705 | 90,705 | 0 | 0% |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT# | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 1038 | CONTRIBUTIONS & TRANSFERS | | | | | | | |
| 1038103 | TRANS FROM CAPITAL IMPROVEMENT | 1,096,871 | 248,512 | 211,000 | 3,194,486 | 1,959,485 | (1,235,001) | -39% |
| 1038104 | TRANS FROM RAP TAX | 255,838 | 18,349 | 81,488 | - | - | - | - |
| 1038106 | TRANS FROM TRT TAX | - | - | - | - | - | - | - |
| 1038121 | TRANS FROM PUBLIC WORKS FACILITIES | 20,837 | 20,255 | 1,964 | 17,687 | 17,687 | - | 0% |
| 1038710 | PRIVATE GRANTS-ECONOMIC DEV | 36,892 | 6,463 | - | - | - | - | - |
| 1038711 | PRIVATE GRANTS-ADMINISTRATION | - | - | 2,000 | - | - | - | - |
| 1038720 | PRIVATE GRANTS-POLICE | - | 1,200 | - | - | - | - | - |
| 1038721 | PRIVATE GRANTS-FIRE | 1,528 | - | 4,900 | - | - | - | - |
| 1038722 | PRIVATE GRANTS-ANIMAL CONTROL | - | 204 | 205 | - | - | - | - |
| 1038770 | PRIVATE GRANTS-PARKS | 600 | 50 | 3,250 | - | - | - | - |
| 1038771 | PRIVATE GRANTS-RECREATION | - | - | 7,701 | - | - | - | - |
| 1038773 | PRIVATE GRANTS-LIBRARY | 128 | 240 | 24,171 | - | - | - | - |
| 1038774 | PRIVATE GRANTS-CROSS HOLLOWES | 100,000 | - | 200,000 | - | - | - | - |
| 1038775 | PRIVATE GRANTS-HERITAGE | - | - | - | - | - | - | - |
| 1038900 | FUND BALANCE-APPROPRIATED | - | - | - | - | 1,014,000 | 1,014,000 | - |
| 1038 | TOTAL CONTRIBUTIONS & TRANSFERS | 1,512,693 | 295,274 | 536,678 | 3,212,173 | 2,991,172 | (221,001) | -21% |
| | TOTAL GENERAL FUND REVENUE | 27,599,283 | 28,607,865 | 31,425,622 | 27,584,108 | 29,293,012 | | |

CEDAR CITY CORPORATION
BUDGET

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|----------------------------------|------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| <u>GENERAL FUND EXPENDITURES</u> | | | | | | | | |
| 1041 | ADMINISTRATION | | | | | | | |
| 1041110 | SALARIES & WAGES-PERM | 668,062 | 731,353 | 794,611 | 848,858 | 886,392 | 37,534 | 4% |
| 1041111 | OVERTIME-PERM | 5,681 | 5,642 | 17,607 | 7,500 | 7,500 | - | 0% |
| 1041120 | SALARIES & WAGES-TEMP | 4,760 | 4,268 | 1,573 | 15,000 | 15,000 | - | 0% |
| 1041123 | SOCIAL SECURITY-TEMP | 364 | 956 | 120 | 1,148 | 1,148 | - | 0% |
| 1041131 | SOCIAL SECURITY-PERM | 50,481 | 55,464 | 60,755 | 65,511 | 68,383 | 2,872 | 4% |
| 1041132 | EMPLOYEE INSURANCE | 168,304 | 148,040 | 163,344 | 174,187 | 179,603 | 5,416 | 3% |
| 1041133 | STATE RETIREMENT | 116,824 | 126,313 | 138,275 | 143,394 | 149,822 | 6,428 | 4% |
| 1041134 | WORKERS COMPENSATION | 5,075 | 5,409 | 6,386 | 6,120 | 5,760 | (360) | -6% |
| 1041135 | UNEMPLOYMENT INSURANCE | 722 | 501 | 1,151 | 3,097 | 2,436 | (661) | -21% |
| 1041136 | EXECUTIVE PACKAGE | 4,800 | 4,800 | 4,800 | 4,800 | 4,800 | - | 0% |
| 1041137 | DRUG TESTING | 3,005 | 4,481 | 3,884 | 5,515 | 5,515 | - | 0% |
| 1041138 | EMPLOYEE HEALTH | 2,302 | 2,557 | 1,913 | 4,754 | 4,754 | - | 0% |
| 1041210 | SUBSCRIPTIONS & MEMBERSHIPS | 21,038 | 20,925 | 26,897 | 22,000 | 30,000 | 8,000 | 36% |
| 1041220 | PUBLIC NOTICES | 5,645 | 5,058 | 431 | 6,000 | 6,000 | - | 0% |
| 1041221 | NEWSLETTER | 5,107 | 7,414 | 7,825 | 19,000 | 19,000 | - | 0% |
| 1041230 | TRAVEL & TRAINING | 20,532 | 9,859 | 20,876 | 28,500 | 28,500 | - | 0% |
| 1041240 | OFFICE SUPPLIES & EXPENSE | 32,112 | 29,729 | 26,185 | 28,320 | 28,320 | - | 0% |
| 1041252 | EQUIPMENT MAINTENANCE | 4,758 | 6,003 | 6,252 | 13,882 | 13,882 | - | 0% |
| 1041280 | TELEPHONE | 6,907 | 7,458 | 7,490 | 10,200 | 10,200 | - | 0% |
| 1041281 | INTERNET | - | - | - | 6,000 | 6,000 | - | 0% |
| 1041310 | PROF & TECH SERVICES | 21,758 | 1,918 | 4,000 | 26,000 | 26,000 | - | 0% |
| 1041311 | PROF SERVICES-AUDITING | 16,135 | 11,999 | 8,100 | 15,499 | 15,499 | - | 0% |
| 1041312 | COMPUTER & TECH SERVICES | 10,530 | 29,455 | 32,531 | 40,468 | 151,936 | 111,468 | 275% |
| 1041313 | REVERSE 911 SERVICES | 12,090 | 12,453 | 12,453 | 12,500 | 15,000 | 2,500 | 20% |
| 1041320 | BOARDS & COMMISSIONS | 2,369 | 2,246 | 116 | 5,800 | 5,800 | - | 0% |
| 1041325 | YOUTH CITY COUNCIL | (52) | - | - | 5,000 | 5,000 | - | 0% |
| 1041330 | ELECTIONS | 44,247 | - | 56,922 | 50,000 | 75,000 | 25,000 | 50% |
| 1041510 | INSURANCE & SURETY BOND | 46,905 | 52,666 | 51,569 | 52,262 | 60,205 | 7,943 | 15% |
| 1041511 | LEGAL CLAIMS | - | - | - | 1,700 | 1,700 | - | 0% |
| 1041610 | SUNDRY | 3,837 | 2,878 | 4,885 | 7,000 | 7,000 | - | 0% |
| 1041611 | EMPLOYEE RECOGNITION | - | - | 626 | 1,500 | 1,500 | - | 0% |
| 1041612 | SALES TAX | 196 | 322 | 330 | 300 | 300 | - | 0% |
| 1041613 | EXECUTIVE DISCRETION | 18,557 | 9,960 | 10,680 | 30,000 | 30,000 | - | 0% |
| | | 1,303,051 | 1,300,125 | 1,472,588 | 1,661,815 | 1,867,955 | 206,140 | 12.40% |
| 1041740 | CAP OUTLAY-EQUIPMENT | 41,799 | - | - | 50,000 | - | - | - |
| 1041951 | STATE GRANT-CDBG HOUSING AUTHORITY | 300,000 | 300,000 | - | - | - | - | - |
| 1041952 | STATE GRANT-HISTORICAL SOCIETY | - | 8,852 | 209,286 | - | - | - | - |
| 1041953 | STATE GRANT-CDBG TURN SERVICES | 124,591 | - | - | - | - | - | - |
| 1041954 | STATE GRANT-CARES | - | 1,275,511 | - | - | - | - | - |
| 1041 | TOTAL EXPENDITURES | 1,769,441 | 2,884,488 | 1,681,874 | 1,711,815 | 1,867,955 | | |

CEDAR CITY CORPORATION
BUDGET

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|-------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 1042 | CITY BUILDING | | | | | | | |
| 1042110 | SALARIES & WAGES-PERM | 10,648 | 11,964 | 13,771 | 15,185 | 15,944 | 759 | 5% |
| 1042120 | SALARIES & WAGES-TEMP | 11,912 | 19,737 | 23,157 | 27,542 | 30,542 | 3,000 | 11% |
| 1042123 | SOCIAL SECURITY-TEMP | 911 | 881 | 1,772 | 2,107 | 2,337 | 230 | 11% |
| 1042131 | SOCIAL SECURITY-PERM | 777 | 878 | 1,016 | 1,161 | 1,220 | 59 | 5% |
| 1042132 | EMPLOYEE INSURANCE | 3,104 | 3,110 | 3,182 | 2,341 | 2,414 | 73 | 3% |
| 1042133 | STATE RETIREMENT | 2,241 | 2,210 | 2,544 | 2,729 | 2,865 | 136 | 5% |
| 1042134 | WORKERS COMPENSATION | 254 | 270 | 323 | 180 | 180 | - | 0% |
| 1042135 | UNEMPLOYMENT INSURANCE | 167 | 130 | 287 | 171 | 140 | (31) | -18% |
| 1042251 | GAS & OIL | 661 | 535 | 955 | 1,495 | 1,495 | - | 0% |
| 1042252 | EQUIPMENT MAINTENANCE | 3,558 | 6,357 | 39,335 | 41,000 | 41,000 | - | 0% |
| 1042261 | JANITORIAL SUPPLIES | 4,625 | 5,230 | 5,084 | 6,000 | 8,000 | 2,000 | 33% |
| 1042262 | BUILDING & GROUND MAINTENANCE | 16,729 | 18,625 | 22,649 | 18,000 | 20,000 | 2,000 | 11% |
| 1042263 | PARKING ASSESSMENT | 2,926 | 2,844 | 2,844 | 4,300 | 4,300 | - | 0% |
| 1042270 | UTILITIES | 42,473 | 55,873 | 42,047 | 50,000 | 50,000 | - | 0% |
| 1042280 | TELEPHONE | 860 | 909 | 598 | 700 | 700 | - | 0% |
| 1042480 | SPECIAL DEPARTMENT SUPPLIES | - | 188 | - | 500 | 500 | - | 0% |
| 1042510 | INSURANCE & SURETY BOND | 8,732 | 10,793 | 12,305 | 13,052 | 16,566 | 3,514 | 27% |
| 1042610 | SUNDRY | - | - | - | 500 | 500 | - | 0% |
| | | 110,578 | 140,534 | 171,869 | 186,963 | 198,703 | 11,740 | 6.28% |
| 1042730 | CAP OUTLAY-IMPROVEMENTS | - | - | 122,612 | 298,707 | - | - | - |
| 1042 | TOTAL EXPENDITURES | 110,578 | 140,534 | 294,482 | 485,670 | 198,703 | | |
| 1044 | LEGAL | | | | | | | |
| 1044110 | SALARIES & WAGES-PERM | 221,934 | 231,983 | 262,854 | 290,454 | 280,010 | (10,444) | -4% |
| 1044131 | SOCIAL SECURITY-PERM | 16,216 | 17,031 | 19,386 | 22,220 | 21,421 | (799) | -4% |
| 1044132 | EMPLOYEE INSURANCE | 64,500 | 64,548 | 67,938 | 68,682 | 70,952 | 2,270 | 3% |
| 1044133 | STATE RETIREMENT | 40,991 | 42,847 | 48,549 | 52,195 | 48,493 | (3,702) | -7% |
| 1044134 | WORKERS COMPENSATION | 2,664 | 3,130 | 3,570 | 3,780 | 3,240 | (540) | -14% |
| 1044135 | UNEMPLOYMENT INSURANCE | 216 | 139 | 369 | 1,162 | 840 | (322) | -28% |
| 1044210 | SUBSCRIPTIONS & MEMBERSHIPS | 6,021 | 5,444 | 7,484 | 6,000 | 6,000 | - | 0% |
| 1044230 | TRAVEL & TRAINING | 1,207 | 598 | 1,957 | 3,500 | 3,500 | - | 0% |
| 1044240 | OFFICE SUPPLIES & EXPENSE | 1,002 | 1,116 | 2,467 | 5,000 | 5,000 | - | 0% |
| 1044252 | EQUIPMENT MAINTENANCE | - | - | - | 1,500 | 1,500 | - | 0% |
| 1044280 | TELEPHONE | 1,849 | 1,664 | 1,976 | 1,600 | 1,600 | - | 0% |
| 1044310 | PROF & TECH SERVICES | 20,000 | 23,000 | 24,000 | 33,000 | 63,000 | 30,000 | 91% |
| 1044312 | COMPUTER & TECH SERVICES | 1,840 | 1,504 | 1,677 | 6,059 | 6,059 | - | 0% |
| 1044611 | EMPLOYEE RECOGNITION | - | - | 296 | 450 | 450 | - | 0% |
| 1044620 | WITNESS FEES | 1,239 | 1,613 | 2,503 | 5,000 | 5,000 | - | 0% |
| | | 379,680 | 394,618 | 445,027 | 500,602 | 517,065 | 16,463 | 3.29% |
| 1044 | TOTAL EXPENDITURES | 379,680 | 394,618 | 445,027 | 500,602 | 517,065 | | |

CEDAR CITY CORPORATION
BUDGET

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|----------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 1053 | COMMUNITY PROMOTIONS | | | | | | | |
| 1053630 | COMMUNITY EVENT PROMOTIONS | 2,299 | 5,572 | 745 | 10,000 | 10,000 | - | 0% |
| 1053635 | FESTIVAL PROMOTIONS | 2,683 | 5,446 | 5,677 | 10,407 | 20,516 | 10,109 | 97% |
| 1053645 | CITY IMAGE CAMPAIGN | 14,535 | 8,119 | 6,950 | 40,000 | 40,000 | - | 0% |
| 1053661 | YOUTH VOLUNTEER CENTER | - | - | 5,000 | 5,000 | 5,000 | - | 0% |
| 1053665 | CHAMBER CONTRIBUTION | 4,000 | 4,000 | 4,000 | 4,000 | 5,000 | 1,000 | 25% |
| 1053666 | FAMILY SUPPORT CENTER | - | 2,500 | 5,000 | 10,000 | 15,000 | 5,000 | 50% |
| 1053667 | CARE & SHARE CONTRIBUTION | 6,000 | 10,000 | 10,000 | 10,000 | 15,000 | 5,000 | 50% |
| 1053668 | CANYON CREEK CONTRIBUTION | 10,000 | 10,000 | 10,000 | 10,000 | 15,000 | 5,000 | 50% |
| 1053669 | CHILDREN'S JUSTICE CONTRIBUTION | 10,000 | - | 10,000 | 10,000 | 15,000 | 5,000 | 50% |
| 1053670 | CHRISTMAS LIGHTS | 592 | - | - | 5,000 | 17,000 | 12,000 | 240% |
| 1053671 | MAIN STREET DECORATION SUPPORT | 1,430 | - | 500 | 3,000 | 3,000 | - | 0% |
| 1053680 | FIREWORKS | 16,500 | 21,388 | 21,388 | 21,500 | 21,500 | - | 0% |
| 1053 | TOTAL EXPENDITURES | 68,039 | 67,025 | 79,260 | 138,907 | 182,016 | 43,109 | 31.03% |
| 1060 | ECONOMIC DEVELOPMENT | | | | | | | |
| 1060110 | SALARIES & WAGES-PERM | 112,994 | 117,389 | 187,949 | 232,101 | 243,706 | 11,605 | 5% |
| 1060111 | OVERTIME-PERM | 1,115 | 480 | 37 | 1,500 | 1,500 | - | 0% |
| 1060131 | SOCIAL SECURITY-PERM | 8,301 | 8,633 | 13,952 | 17,870 | 18,759 | 889 | 5% |
| 1060132 | EMPLOYEE INSURANCE | 42,784 | 38,907 | 54,201 | 62,799 | 64,988 | 2,189 | 3% |
| 1060133 | STATE RETIREMENT | 20,214 | 21,770 | 33,806 | 40,594 | 42,610 | 2,016 | 5% |
| 1060134 | WORKERS COMPENSATION | 1,269 | 1,207 | 1,572 | 2,880 | 2,700 | (180) | -6% |
| 1060135 | UNEMPLOYMENT INSURANCE | 139 | 85 | 322 | 934 | 736 | (198) | -21% |
| 1060210 | SUBSCRIPTIONS & MEMBERSHIPS | 10,176 | 10,751 | 47,847 | 15,750 | 22,650 | 6,900 | 44% |
| 1060230 | TRAVEL & TRAINING | 3,053 | 2,950 | 12,418 | 14,250 | 14,250 | - | 0% |
| 1060240 | OFFICE SUPPLY & EXPENSE | 5,362 | 3,478 | 8,761 | 6,000 | 6,000 | - | 0% |
| 1060241 | WEB SITE MAINTENANCE | 11,276 | 11,724 | 12,424 | 16,000 | 27,000 | 11,000 | 69% |
| 1060242 | GRAPHIC DESIGN | 8,147 | 7,149 | 2,489 | 9,000 | 9,000 | - | 0% |
| 1060251 | GAS & OIL | 788 | 251 | 699 | 2,760 | 2,760 | - | 0% |
| 1060252 | EQUIPMENT MAINTENANCE | 18 | 403 | 200 | 1,659 | 1,659 | - | 0% |
| 1060253 | LEASE & RENT PAYMENTS | - | 270 | - | 900 | 900 | - | 0% |
| 1060265 | BILLBOARD MAINTENANCE | - | 270 | 540 | 600 | 600 | - | 0% |
| 1060266 | FREEWAY SIGN MAINTENANCE | - | - | - | 3,290 | 3,290 | - | 0% |
| 1060270 | UTILITIES | 1,434 | 1,739 | 1,482 | 4,200 | 4,200 | - | 0% |
| 1060280 | TELEPHONE | 1,572 | 1,005 | 1,596 | 1,200 | 1,200 | - | 0% |
| 1060312 | COMPUTER & TECH SERVICES | 1,207 | 953 | 1,675 | 706 | 706 | - | 0% |
| 1060510 | INSURANCE & SURETY BONDS | 144 | 143 | 154 | 161 | 161 | - | 0% |
| 1060611 | EMPLOYEE RECOGNITION | 19,708 | - | 246 | 450 | 450 | - | 0% |
| 1060614 | ECONOMIC INCENTIVE OBLIGATIONS | - | 25,037 | 2,452 | 25,000 | 25,000 | - | 0% |
| 1060620 | COMMUNITY PROMOTION & RECRUITING | 26,185 | 18,771 | 23,813 | 22,000 | 25,000 | 3,000 | 14% |
| 1060740 | CAP OUTLAY-EQUIPMENT | 275,886 | 273,366 | 408,636 | 482,604 | 519,825 | 37,221 | 7.71% |
| 1060741 | CAP OUTLAY-VEHICLE | - | - | - | - | - | - | - |
| 1060950 | STATE GRANT-MAINSTREET PROGRAM | - | - | 6,064 | - | - | - | - |
| 1060970 | PRIVATE GRANTS | - | - | - | - | - | - | - |
| 1060 | TOTAL EXPENDITURES | 275,886 | 273,366 | 414,700 | 482,604 | 519,825 | | |

CEDAR CITY CORPORATION
BUDGET

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|-----------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 1070 | POLICE DEPARTMENT | | | | | | | |
| 1070110 | SALARIES & WAGES-PERM | 2,286,164 | 2,331,527 | 2,781,438 | 3,310,917 | 3,599,691 | 288,774 | 9% |
| 1070111 | OVERTIME-PERM | 137,875 | 155,303 | 184,823 | 115,000 | 125,000 | 10,000 | 9% |
| 1070120 | WAGES-PART TIME & GUARD | 11,763 | 18,618 | 38,767 | 48,955 | 53,193 | 4,238 | 9% |
| 1070123 | SOCIAL SECURITY-TEMP | 900 | 1,424 | 2,977 | 3,745 | 4,069 | 324 | 9% |
| 1070131 | SOCIAL SECURITY-PERM | 182,267 | 187,906 | 220,996 | 262,083 | 284,940 | 22,857 | 9% |
| 1070132 | EMPLOYEE INSURANCE | 771,024 | 794,963 | 836,033 | 996,459 | 1,034,386 | 37,927 | 4% |
| 1070133 | STATE RETIREMENT | 648,027 | 710,393 | 821,681 | 1,054,625 | 1,150,295 | 95,670 | 9% |
| 1070134 | WORKERS COMPENSATION | 34,382 | 34,944 | 43,311 | 48,960 | 48,780 | (180) | 0% |
| 1070135 | UNEMPLOYMENT INSURANCE | 3,255 | 2,353 | 6,157 | 13,900 | 11,334 | (2,566) | -18% |
| 1070210 | SUBSCRIPTIONS & MEMBERSHIPS | 1,902 | 3,560 | 4,639 | 3,895 | 3,895 | - | 0% |
| 1070220 | PUBLIC NOTICES | 985 | 582 | 104 | 1,425 | 1,425 | - | 0% |
| 1070231 | TRAVEL & TRAINING-ADMIN | 7,585 | 11,140 | 15,394 | 11,500 | 11,500 | - | 0% |
| 1070232 | TRAVEL & TRAINING-DETECTIVES | 7,537 | 11,108 | 7,994 | 7,500 | 7,500 | - | 0% |
| 1070233 | TRAVEL & TRAINING-PATROL | 18,482 | 18,518 | 36,354 | 28,287 | 28,287 | - | 0% |
| 1070234 | TRAVEL & TRAINING-TACT TEAM | 1,890 | 1,295 | 2,416 | 4,750 | 4,750 | - | 0% |
| 1070235 | TRAVEL & TRAINING-K9 | 1,606 | - | 3,320 | 2,000 | 2,000 | - | 0% |
| 1070240 | OFFICE SUPPLY & EXPENSE | 5,990 | 4,855 | 9,629 | 8,410 | 8,410 | - | 0% |
| 1070241 | K9-EQUIPMENT | 797 | 948 | 2,150 | 750 | 750 | - | 0% |
| 1070242 | PRINTING | 4,519 | 4,773 | 4,324 | 3,800 | 3,800 | - | 0% |
| 1070243 | TACT TEAM EQUIPMENT | 101 | - | 3,699 | 1,500 | 1,500 | - | 0% |
| 1070244 | COPY PAPER | 608 | 798 | 945 | 1,235 | 1,235 | - | 0% |
| 1070245 | IN-HOUSE TRAINING | 1,164 | 985 | 3,660 | 2,000 | 2,000 | - | 0% |
| 1070246 | COMPUTER SUPPLIES | 10,241 | 12,024 | 1,836 | 2,000 | 2,000 | - | 0% |
| 1070251 | GAS & OIL | 83,047 | 86,892 | 146,538 | 174,800 | 174,800 | - | 0% |
| 1070252 | EQUIPMENT MAINTENANCE | 27,740 | 36,739 | 41,211 | 25,000 | 25,000 | - | 0% |
| 1070253 | MAINTENANCE-TIRES | 11,003 | 8,175 | 18,008 | 11,000 | 11,000 | - | 0% |
| 1070254 | MAINTENANCE-RADARS | - | 1,534 | 2,070 | 2,100 | 2,100 | - | 0% |
| 1070255 | MAINTENANCE-RADIOS | 4,404 | 330 | 60 | 14,268 | 14,268 | - | 0% |
| 1070280 | TELEPHONE | 26,083 | 27,659 | 31,596 | 19,920 | 19,920 | - | 0% |
| 1070310 | PROF & TECH SERVICES | 6,653 | 22,438 | 22,652 | 17,500 | 37,650 | 20,150 | 115% |
| 1070311 | DISPATCH SERVICE | 208,992 | 240,192 | 169,686 | 285,360 | 299,628 | 14,268 | 5% |
| 1070312 | COMPUTER & TECH SERVICE CONTRACTS | 89,871 | 117,452 | 119,443 | 121,091 | 141,091 | 20,000 | 17% |
| 1070420 | WEED ABATEMENT | 435 | 404 | - | 5,000 | 5,000 | - | 0% |
| 1070450 | SPECIAL PUBLIC SAFETY SUPPLIES | 20,810 | 13,936 | 18,866 | 20,000 | 20,000 | - | 0% |
| 1070451 | UNIFORM MAINTENANCE | 12,440 | 6,465 | 5,781 | 10,000 | 10,000 | - | 0% |
| 1070452 | FIREARM SUPPLIES | 24,797 | 8,286 | 18,832 | 19,000 | 19,000 | - | 0% |
| 1070453 | TRAFFIC SUPPLIES | 100 | 1,130 | 1,421 | 1,330 | 1,330 | - | 0% |
| 1070457 | MAJOR INVESTIGATION SUPPLIES | 347 | 208 | 210 | 950 | 950 | - | 0% |
| 1070458 | SMALL TOOLS | 8,092 | 7,780 | 4,080 | 4,327 | 4,327 | - | 0% |
| 1070459 | MEDIA SUPPLIES | 537 | 768 | 1,350 | 1,425 | 1,425 | - | 0% |
| 1070510 | INSURANCE & SURETY BOND | 15,244 | 19,680 | 13,218 | 13,494 | 13,494 | - | 0% |
| 1070511 | LEGAL CLAIMS | 28,975 | 11,003 | 38,432 | 11,372 | 11,372 | - | 0% |
| 1070610 | SUNDRY | 68 | - | - | 190 | 190 | - | 0% |
| 1070611 | EMPLOYEE RECOGNITION | 1,525 | 10,866 | 13,843 | 10,200 | 10,200 | - | 0% |
| 1070612 | BIKE PATROL MAINTENANCE | 165 | 1,600 | 2,739 | 1,900 | 3,400 | 1,500 | 79% |
| 1070613 | CONFIDENTIAL INFORMANT FEES | 300 | - | - | 475 | 475 | - | 0% |
| 1070620 | UNIFORM PURCHASE | 18,812 | 21,465 | 30,370 | 20,000 | 20,000 | - | 0% |
| 1070621 | BIKE UNIFORMS | 112 | 601 | 607 | 855 | 855 | - | 0% |
| 1070622 | PATCHES & BADGES | 2,319 | 3,268 | 2,822 | 2,125 | 2,125 | - | 0% |
| 1070624 | BALLISTIC VESTS | 17,508 | 14,040 | 13,123 | 14,347 | 14,347 | - | 0% |
| 1070625 | CROSSING GUARD SUPPLIES | 67 | 1,176 | - | 735 | 735 | - | 0% |
| 1070640 | LIQUOR ENFORCEMENT | 50,000 | 44,042 | 77,892 | 50,000 | 50,000 | - | 0% |
| 1070641 | D.A.R.E. AMERICA PROGRAM | 6,430 | 6,032 | 6,147 | 6,000 | 10,000 | 4,000 | 67% |
| | | 4,805,939 | 5,022,179 | 5,833,643 | 6,798,460 | 7,315,422 | 516,962 | 7.60% |
| 1070700 | CAP OUTLAY-NON-CAPITAL ASSETS | - | - | - | - | 110,000 | - | - |
| 1070740 | CAP OUTLAY-EQUIPMENT | 37,244 | 53,256 | 63,049 | 121,200 | 51,000 | - | - |
| 1070741 | CAP OUTLAY-VEHICLES | 250,074 | 661,532 | 373,623 | 291,261 | 300,000 | - | - |
| 1070945 | FED GRANT-DRUG FREE COMMUNITY | 412 | - | 12,188 | - | - | - | - |
| 1070970 | PRIVATE GRANTS | - | - | - | - | - | - | - |
| 1070 | TOTAL EXPENDITURES | 5,093,670 | 5,736,967 | 6,282,503 | 7,210,921 | 7,776,422 | | |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|--------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 1073 | FIRE DEPARTMENT | | | | | | | |
| 1073110 | SALARIES & WAGES-PERM | 628,202 | 661,292 | 790,100 | 846,641 | 890,634 | 43,993 | 5% |
| 1073111 | OVERTIME-PERM | 44,024 | 48,054 | 61,384 | 55,260 | 55,260 | - | 0% |
| 1073120 | SALARIES & WAGES-TEMP | 229,774 | 252,677 | 264,891 | 458,090 | 458,090 | - | 0% |
| 1073121 | OVERTIME-TEMP | 1,386 | 774 | 127 | - | - | - | - |
| 1073123 | SOCIAL SECURITY-TEMP | 17,774 | 19,356 | 20,483 | 35,044 | 35,044 | - | 0% |
| 1073131 | SOCIAL SECURITY-PERM | 53,219 | 55,761 | 65,571 | 68,995 | 72,360 | 3,365 | 5% |
| 1073132 | EMPLOYEE INSURANCE | 177,786 | 178,715 | 214,239 | 221,869 | 222,492 | 623 | 0% |
| 1073133 | STATE RETIREMENT | 112,923 | 121,758 | 145,550 | 166,385 | 174,498 | 8,113 | 5% |
| 1073134 | WORKERS COMPENSATION | 14,083 | 15,138 | 18,779 | 20,880 | 23,580 | 2,700 | 13% |
| 1073135 | UNEMPLOYMENT INSURANCE | 1,411 | 864 | 2,239 | 5,440 | 4,212 | (1,228) | -23% |
| 1073138 | EMPLOYEE HEALTH | 545 | 4,809 | 1,048 | 3,000 | 3,000 | - | 0% |
| 1073210 | SUBSCRIPTIONS & MEMBERSHIPS | 4,790 | 6,530 | 5,876 | 4,900 | 12,150 | 7,250 | 148% |
| 1073220 | PUBLIC NOTICES | 27 | 208 | 974 | 200 | 200 | - | 0% |
| 1073230 | TRAVEL & TRAINING | 31,750 | 36,008 | 25,721 | 22,000 | 22,000 | - | 0% |
| 1073240 | OFFICE SUPPLIES & EXPENSE | 4,601 | 3,675 | 3,728 | 4,250 | 4,250 | - | 0% |
| 1073251 | GAS & OIL | 26,707 | 25,736 | 40,427 | 34,000 | 34,000 | - | 0% |
| 1073252 | EQUIPMENT MAINTENANCE | 54,237 | 38,826 | 50,099 | 33,720 | 33,720 | - | 0% |
| 1073253 | LEASE & RENT PAYMENTS | 3,600 | 3,600 | 3,600 | 3,600 | 3,600 | - | 0% |
| 1073261 | JANITORIAL SUPPLIES | 5,247 | 5,499 | 5,008 | 5,000 | 5,000 | - | 0% |
| 1073262 | BUILDING & GROUND MAINTENANCE | 28,282 | 18,031 | 15,691 | 15,000 | 15,000 | - | 0% |
| 1073270 | UTILITIES | 19,842 | 19,806 | 19,288 | 24,000 | 24,000 | - | 0% |
| 1073280 | TELEPHONE | 8,671 | 9,203 | 11,179 | 8,750 | 8,750 | - | 0% |
| 1073310 | PROF & TECH SERVICES | 1,850 | 3,659 | 2,170 | 2,800 | 2,800 | - | 0% |
| 1073312 | COMPUTER & TECH SERVICES | 7,485 | 6,194 | 7,237 | 6,827 | 6,827 | - | 0% |
| 1073450 | SPECIAL PUBLIC SAFETY SUPPLIES | 75,287 | 35,091 | 94,591 | 22,000 | 37,000 | 15,000 | 68% |
| 1073451 | UNIFORM ALLOWANCE | 21,082 | 33,759 | 34,333 | 32,000 | 32,000 | - | 0% |
| 1073452 | PROTECTIVE CLOTHING | 32,251 | 42,084 | 40,228 | 37,260 | 41,360 | 4,100 | 11% |
| 1073453 | VOLUNTEER INSURANCE | 11,383 | 13,723 | 11,383 | 15,000 | 15,000 | - | 0% |
| 1073510 | INSURANCE & SURETY BONDS | 19,158 | 18,759 | 19,986 | 23,949 | 24,295 | 346 | 1% |
| 1073511 | LEGAL CLAIMS | 929 | 3,589 | 13,884 | 5,000 | 90,000 | 85,000 | 1700% |
| 1073610 | SUNDRY | - | - | 4,705 | - | - | - | - |
| 1073611 | EMPLOYEE RECOGNITION | 225 | 482 | 7,869 | 9,000 | 9,000 | - | 0% |
| | | 1,638,535 | 1,683,657 | 2,002,386 | 2,190,860 | 2,360,122 | 169,262 | 7.73% |
| 1073710 | CAP OUTLAY-LAND | - | - | - | 350,000 | - | - | - |
| 1073720 | CAP OUTLAY-BUILDINGS | 44,601 | 8,600 | 170,033 | 20,000 | 558,000 | - | - |
| 1073740 | CAP OUTLAY-EQUIPMENT | - | 152,925 | 156,650 | 175,000 | - | - | - |
| 1073741 | CAP OUTLAY-VEHICLES | 63,351 | 9,081 | 687,284 | 200,000 | 148,600 | - | - |
| 1073940 | FED GRANT-FEMA FIRE | 704,850 | - | - | - | - | - | - |
| 1073950 | STATE GRANT-WILDLAND | 10,281 | 12,451 | 13,173 | - | - | - | - |
| 1073970 | PRIVATE GRANTS | 1,473 | - | 4,900 | - | - | - | - |
| 1073 | TOTAL EXPENDITURES | 2,463,090 | 1,866,715 | 3,034,426 | 2,935,860 | 3,066,722 | | |
| 1075 | BUILDING DEPARTMENT | | | | | | | |
| 1075110 | SALARIES & WAGES-PERM | 191,433 | 210,206 | 291,535 | 328,885 | 342,433 | 13,548 | 4% |
| 1075111 | OVERTIME-PERM | - | - | - | 5,000 | 5,000 | - | 0% |
| 1075120 | SALARIES & WAGES-TEMP | - | - | 4,500 | 19,260 | 19,260 | - | 0% |
| 1075123 | SOCIAL SECURITY-TEMP | - | - | 344 | 1,473 | 1,473 | - | 0% |
| 1075131 | SOCIAL SECURITY-PERM | 14,214 | 15,825 | 21,955 | 25,543 | 26,579 | 1,036 | 4% |
| 1075132 | EMPLOYEE INSURANCE | 75,461 | 70,896 | 91,901 | 102,510 | 111,940 | 9,430 | 9% |
| 1075133 | STATE RETIREMENT | 33,770 | 36,423 | 51,677 | 57,099 | 59,440 | 2,341 | 4% |
| 1075134 | WORKERS COMPENSATION | 2,537 | 2,559 | 3,055 | 4,320 | 4,140 | (180) | -4% |
| 1075135 | UNEMPLOYMENT INSURANCE | 290 | 212 | 573 | 1,413 | 1,100 | (313) | -22% |
| 1075210 | SUBSCRIPTIONS & MEMBERSHIPS | 1,367 | 1,455 | 751 | 2,500 | 2,500 | - | 0% |
| 1075230 | TRAVEL & TRAINING | 941 | 3,071 | 1,738 | 3,400 | 3,400 | - | 0% |
| 1075240 | OFFICE SUPPLIES & EXPENSE | 1,878 | 2,565 | 4,778 | 4,600 | 4,600 | - | 0% |
| 1075251 | GAS & OIL | 3,426 | 4,035 | 7,284 | 5,520 | 5,520 | - | 0% |
| 1075252 | EQUIPMENT MAINTENANCE | 169 | 922 | 1,560 | 3,276 | 3,276 | - | 0% |
| 1075280 | TELEPHONE | 3,612 | 5,495 | 4,482 | 2,860 | 2,860 | - | 0% |
| 1075312 | COMPUTER & TECH SERVICES | 2,413 | 2,048 | 2,795 | 7,912 | 7,912 | - | 0% |
| 1075450 | COMPUTER & TECH SERVICE | 6,500 | 6,500 | 6,500 | - | - | - | - |
| 1075510 | INSURANCE & SURETY BONDS | 144 | 143 | 154 | 161 | 161 | - | 0% |
| 1075610 | SUNDRY | - | 40 | 235 | 475 | 475 | - | 0% |
| 1075612 | BUILDING PERMIT SURCHARGE | 10,067 | 13,869 | 15,133 | 18,000 | 18,000 | - | 0% |
| | | 348,223 | 376,263 | 510,950 | 594,207 | 620,069 | 25,862 | 4.35% |
| 1075741 | CAP OUTLAY-VEHICLES | - | - | 33,405 | - | - | - | - |
| 1075 | TOTAL EXPENDITURES | 348,223 | 376,263 | 544,355 | 594,207 | 620,069 | | |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|--------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 1076 | ANIMAL CONTROL | | | | | | | |
| 1076110 | SALARIES & WAGES-PERM | 37,303 | 32,299 | 40,157 | 43,410 | 45,580 | 2,170 | 5% |
| 1076111 | OVERTIME-PERM | 3,074 | 1,471 | 2,601 | 2,750 | 3,575 | 825 | 30% |
| 1076120 | SALARIES & WAGES-TEMP | 26,256 | 27,782 | 60,742 | 75,247 | 107,831 | 32,584 | 43% |
| 1076123 | SOCIAL SECURITY-TEMP | 2,009 | 3,945 | 4,648 | 5,756 | 8,250 | 2,494 | 43% |
| 1076131 | SOCIAL SECURITY-PERM | 2,967 | 680 | 3,171 | 3,531 | 3,761 | 230 | 7% |
| 1076132 | EMPLOYEE INSURANCE | 13,545 | 17,869 | 22,422 | 22,627 | 23,452 | 825 | 4% |
| 1076133 | STATE RETIREMENT | 5,520 | 5,436 | 7,133 | 7,522 | 8,021 | 499 | 7% |
| 1076134 | WORKERS COMPENSATION | 888 | 947 | 601 | 720 | 720 | - | 0% |
| 1076135 | UNEMPLOYMENT INSURANCE | 127 | 79 | 224 | 486 | 471 | (15) | -3% |
| 1076220 | PUBLIC NOTICES | 479 | 250 | 114 | 1,100 | 1,100 | - | 0% |
| 1076230 | TRAVEL & TRAINING | 4,659 | 345 | 224 | 3,500 | 3,500 | - | 0% |
| 1076240 | OFFICE SUPPLIES & EXPENSE | 2,286 | 1,342 | 1,326 | 2,665 | 2,665 | - | 0% |
| 1076251 | GAS & OIL | 5,809 | 6,942 | 8,477 | 8,625 | 8,625 | - | 0% |
| 1076252 | EQUIPMENT MAINTENANCE | 223 | 892 | 1,568 | 1,900 | 1,900 | - | 0% |
| 1076253 | STERILIZATION | 9,046 | - | 279 | 1,000 | 1,000 | - | 0% |
| 1076261 | JANITORIAL SUPPLIES | 4,886 | 2,740 | 4,409 | 6,200 | 8,200 | 2,000 | 32% |
| 1076262 | BUILDING & GROUND MAINTENANCE | 1,203 | 1,257 | 6,094 | 3,700 | 3,700 | - | 0% |
| 1076270 | UTILITIES | 11,383 | 13,935 | 10,945 | 14,500 | 14,500 | - | 0% |
| 1076280 | TELEPHONE | 1,017 | 1,079 | 2,560 | 2,300 | 2,300 | - | 0% |
| 1076310 | PROF & TECH SERVICES | 2,327 | 711 | - | 965 | 965 | - | 0% |
| 1076312 | COMPUTER & TECH SERVICES | 1,717 | 1,396 | 1,864 | 1,559 | 1,559 | - | 0% |
| 1076450 | SPECIAL PUBLIC SAFETY SUPPLIES | 14,659 | 9,548 | 17,295 | 11,450 | 14,500 | 3,050 | 27% |
| 1076510 | INSURANCE & SURETY BONDS | 795 | 840 | 922 | 971 | 1,059 | 88 | 9% |
| 1076620 | UNIFORM PURCHASE | 672 | 674 | 1,298 | 1,425 | 1,425 | - | 0% |
| | | 152,853 | 132,459 | 199,071 | 223,909 | 268,659 | 44,750 | 19.99% |
| 1076740 | CAP OUTLAY-EQUIPMENT | - | - | - | - | - | - | - |
| 1076741 | CAP OUTLAY-VEHICLES | - | - | - | 66,000 | - | - | - |
| 1076970 | PRIVATE GRANTS | - | - | - | - | - | - | - |
| 1076 | TOTAL EXPENDITURES | 152,853 | 132,459 | 199,071 | 289,909 | 268,659 | | |
| 1077 | PUBLIC WORKS ADMINISTRATION | | | | | | | |
| 1077110 | SALARIES & WAGES-PERM | 130,206 | 136,439 | 154,590 | 170,763 | 168,514 | (2,249) | -1% |
| 1077131 | SOCIAL SECURITY-PERM | 10,374 | 10,851 | 12,365 | 13,063 | 12,891 | (172) | -1% |
| 1077132 | EMPLOYEE INSURANCE | 17,464 | 17,480 | 17,591 | 18,278 | 18,265 | (13) | 0% |
| 1077133 | STATE RETIREMENT | 19,490 | 20,457 | 23,253 | 24,832 | 29,551 | 4,719 | 19% |
| 1077134 | WORKERS COMPENSATION | 1,522 | 1,623 | 1,762 | 1,980 | 1,800 | (180) | -9% |
| 1077135 | UNEMPLOYMENT INSURANCE | 145 | 103 | 247 | 683 | 506 | (177) | -26% |
| 1077210 | SUBSCRIPTIONS & MEMBERSHIPS | - | - | - | 500 | 500 | - | 0% |
| 1077230 | TRAVEL & TRAINING | 672 | (26) | 365 | 2,000 | 2,000 | - | 0% |
| 1077240 | OFFICE SUPPLIES & EXPENSE | 2,386 | 1,734 | 1,401 | 3,000 | 3,000 | - | 0% |
| 1077251 | GAS & OIL | 114 | 700 | 5,501 | 1,380 | 1,380 | - | 0% |
| 1077252 | EQUIPMENT MAINTENANCE | - | 1,722 | 1,587 | 2,000 | 2,000 | - | 0% |
| 1077280 | TELEPHONE | 1,797 | 1,980 | 2,041 | 1,000 | 1,000 | - | 0% |
| 1077300 | ADMINISTRATION FEE | 58,418 | 101,699 | 126,404 | 122,056 | 122,056 | - | 0% |
| 1077312 | COMPUTER & TECH SERVICES | 1,751 | 1,450 | 2,473 | 2,994 | 2,994 | - | 0% |
| 1077610 | SUNDRY | 78 | 134 | 123 | 500 | 500 | - | 0% |
| 1077611 | EMPLOYEE RECOGNITION | - | - | 610 | 800 | 800 | - | 0% |
| | | 244,417 | 296,347 | 350,314 | 365,829 | 367,757 | 1,928 | 0.53% |
| 1077 | TOTAL EXPENDITURES | 244,417 | 296,347 | 350,314 | 365,829 | 367,757 | | |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|----------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 1078 | FLEET AND WAREHOUSE | | | | | | | |
| 1078110 | SALARIES & WAGES-PERM | 244,124 | 252,483 | 286,406 | 317,396 | 333,266 | 15,870 | 5% |
| 1078111 | OVERTIME-PERM | 355 | 297 | 92 | 1,000 | 1,000 | - | 0% |
| 1078131 | SOCIAL SECURITY-PERM | 18,874 | 19,385 | 21,855 | 24,358 | 25,571 | 1,213 | 5% |
| 1078132 | EMPLOYEE INSURANCE | 82,708 | 82,757 | 80,167 | 81,869 | 76,380 | (5,489) | -7% |
| 1078133 | STATE RETIREMENT | 43,141 | 45,202 | 51,227 | 55,341 | 58,099 | 2,758 | 5% |
| 1078134 | WORKERS COMPENSATION | 3,933 | 4,047 | 4,636 | 4,860 | 4,680 | (180) | -4% |
| 1078135 | UNEMPLOYMENT INSURANCE | 380 | 241 | 548 | 1,274 | 1,003 | (271) | -21% |
| 1078210 | SUBSCRIPTIONS & MEMBERSHIPS | 4,488 | 2,868 | 6,113 | 3,000 | 6,000 | 3,000 | 100% |
| 1078230 | TRAVEL & TRAINING | 440 | 744 | 463 | 2,500 | 2,500 | - | 0% |
| 1078240 | OFFICE SUPPLIES & EXPENSE | 214 | 1,739 | 114 | 1,500 | 1,500 | - | 0% |
| 1078251 | GAS & OIL | 1,163 | 872 | 1,377 | 2,530 | 2,530 | - | 0% |
| 1078252 | EQUIPMENT MAINTENANCE | 779 | 2,331 | 1,183 | 4,288 | 4,288 | - | 0% |
| 1078280 | TELEPHONE | 2,839 | 2,922 | 3,010 | 2,500 | 2,500 | - | 0% |
| 1078312 | COMPUTER & TECH SERVICES | 1,517 | 1,033 | 2,592 | 3,206 | 3,206 | - | 0% |
| 1078451 | UNIFORMS | 2,540 | 1,363 | 1,500 | 2,500 | 2,500 | - | 0% |
| 1078480 | SPECIAL DEPARTMENT SUPPLIES | 15,195 | 20,203 | 20,172 | 15,000 | 20,000 | 5,000 | 33% |
| 1078510 | INSURANCE & SURETY BONDS | 608 | 709 | 775 | 874 | 983 | 109 | 12% |
| 1078610 | SUNDRY | 476 | 397 | 138 | 500 | 500 | - | 0% |
| 1078611 | EMPLOYEE RECOGNITION | - | - | 703 | 750 | 750 | - | 0% |
| | | 423,773 | 439,593 | 483,071 | 525,246 | 547,256 | 22,010 | 4.19% |
| 1078740 | CAP OUTLAY-EQUIPMENT | - | - | - | - | 9,000 | - | - |
| 1078930 | INVENTORY | (1,721) | 93,441 | (30,188) | - | - | - | - |
| 1078 | TOTAL EXPENDITURES | 422,052 | 533,034 | 452,883 | 525,246 | 556,256 | | |
| 1079 | STREETS & HIGHWAYS | | | | | | | |
| 1079110 | SALARIES & WAGES-PERM | 427,936 | 469,556 | 550,177 | 700,584 | 651,404 | (49,180) | -7% |
| 1079111 | OVERTIME-PERM | 5,634 | 2,673 | 4,727 | 19,000 | 19,000 | - | 0% |
| 1079120 | SALARIES & WAGES-TEMP | 18,878 | 15,445 | 11,620 | 38,199 | 38,199 | - | 0% |
| 1079121 | OVERTIME-TEMP | 41 | 147 | 228 | 2,000 | 2,000 | - | 0% |
| 1079123 | SOCIAL SECURITY-TEMP | 1,447 | 1,193 | 906 | 3,075 | 3,075 | - | 0% |
| 1079131 | SOCIAL SECURITY-PERM | 33,187 | 36,257 | 42,784 | 55,048 | 51,286 | (3,762) | -7% |
| 1079132 | EMPLOYEE INSURANCE | 154,574 | 158,532 | 155,231 | 201,164 | 185,614 | (15,550) | -8% |
| 1079133 | STATE RETIREMENT | 76,003 | 82,759 | 95,667 | 121,549 | 113,823 | (7,726) | -6% |
| 1079134 | WORKERS COMPENSATION | 8,627 | 8,749 | 10,791 | 13,680 | 11,880 | (1,800) | -13% |
| 1079135 | UNEMPLOYMENT INSURANCE | 766 | 557 | 1,200 | 3,039 | 2,132 | (907) | -30% |
| 1079230 | TRAVEL & TRAINING | 173 | - | - | 6,000 | 6,000 | - | 0% |
| 1079240 | OFFICE SUPPLIES & EXPENSE | 2,877 | 563 | 510 | 2,100 | 2,100 | - | 0% |
| 1079251 | GAS & OIL | 111,816 | 84,506 | 144,373 | 166,750 | 166,750 | - | 0% |
| 1079252 | EQUIPMENT MAINTENANCE | 152,193 | 105,643 | 171,751 | 135,000 | 145,500 | 10,500 | 8% |
| 1079253 | LEASE & RENT PAYMENTS | 8,900 | 8,900 | 8,900 | 10,500 | 10,500 | - | 0% |
| 1079260 | MAINTENANCE-STREET LIGHTS | 75,771 | 90,949 | 145,706 | 114,005 | 114,005 | - | 0% |
| 1079261 | MAINTENANCE-TRAFFIC LIGHTS | - | - | - | - | 50,000 | 50,000 | - |
| 1079263 | MAINTENANCE-STREETS | 157,021 | 112,562 | 154,429 | 168,000 | 185,000 | 17,000 | 10% |
| 1079264 | MAINTENANCE-SIDEWALKS | 105,415 | 92,372 | 105,941 | 150,000 | 165,000 | 15,000 | 10% |
| 1079265 | MAINTENANCE-RAILROAD | 23,321 | 11,400 | 32,071 | 24,000 | 51,000 | 27,000 | 113% |
| 1079266 | MAINTENANCE-STRIPING | 35,403 | 38,591 | 49,113 | 56,000 | 71,000 | 15,000 | 27% |
| 1079267 | MAINTENANCE-SNOW REMOVAL | 39,201 | 26,486 | 25,760 | 45,000 | 48,000 | 3,000 | 7% |
| 1079268 | MAINTENANCE-CRACK SEALING | 60,872 | 65,668 | 63,129 | 74,816 | 81,000 | 6,184 | 8% |
| 1079269 | MAINTENANCE-CHIP SEALING | 1,228,925 | 1,356,309 | 1,308,528 | 1,344,000 | 1,468,000 | 124,000 | 9% |
| 1079271 | UTILITIES-STREET LIGHTING | 65,770 | 62,292 | 52,755 | 89,000 | 89,000 | - | 0% |
| 1079272 | UTILITIES-RAILROAD ROAD CROSSING | 486 | 580 | 753 | 800 | 800 | - | 0% |
| 1079280 | TELEPHONE | 2,897 | 3,026 | 3,064 | 2,400 | 2,400 | - | 0% |
| 1079312 | COMPUTER & TECH SERVICES | 3,524 | 1,450 | 3,443 | 2,494 | 2,494 | - | 0% |
| 1079313 | ROAD BREAK REPAIRS | - | - | - | 1,200 | 1,200 | - | 0% |
| 1079410 | SPECIAL DEPARTMENT SUPPLIES | 20,020 | 18,090 | 17,674 | 18,100 | 18,100 | - | 0% |
| 1079420 | WEED ABATEMENT | 3,216 | 1,798 | 7,349 | 12,000 | 12,000 | - | 0% |
| 1079451 | UNIFORM SERVICE | 3,709 | 3,751 | 4,188 | 4,800 | 4,800 | - | 0% |
| 1079510 | INSURANCE & SURETY BONDS | 7,124 | 7,917 | 8,544 | 9,775 | 10,601 | 826 | 8% |
| 1079511 | LEGAL CLAIMS | 4,982 | 2,116 | 11,090 | 5,000 | 5,000 | - | 0% |
| 1079610 | SUNDRY | 663 | 1,097 | 912 | 1,500 | 1,500 | - | 0% |
| 1079611 | EMPLOYEE RECOGNITION | - | - | 991 | 1,650 | 1,650 | - | 0% |
| | | 2,841,372 | 2,871,934 | 3,194,308 | 3,602,228 | 3,791,813 | 189,585 | 5.26% |
| 1079730 | CAP OUTLAY- IMPROVEMENTS | 555,226 | 26,566 | 175,908 | 23,000 | - | - | - |
| 1079732 | CAP OUTLAY-SIGNAL LIGHTS | - | - | - | 350,000 | - | - | - |
| 1079736 | CAP OUTLAY-CODY STREET IMPROVE | - | - | - | - | 600,000 | - | - |
| 1079738 | CAP OUTLAY-CODY DRIVE | - | - | 459,259 | - | - | - | - |
| 1079740 | CAP OUTLAY-EQUIPMENT | 451,855 | 14,870 | 177,000 | 827,000 | - | - | - |
| 1079741 | CAP OUTLAY-VEHICLES | 73,520 | 231,084 | 1,568 | - | 304,000 | - | - |
| 1075930 | SHOP CHARGES | 970 | - | 129 | - | - | - | - |
| 1079950 | STATE GRANT-SIDEWALKS | 86,940 | - | - | - | - | - | - |
| 1079 | TOTAL EXPENDITURES | 4,009,882 | 3,144,454 | 4,008,171 | 4,802,228 | 4,695,813 | | |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|-----------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 1081 | CITY ENGINEER | | | | | | | |
| 1081110 | SALARIES & WAGES-PERM | 485,469 | 524,853 | 586,978 | 648,069 | 676,009 | 27,940 | 4% |
| 1081111 | OVERTIME-PERM | 641 | 2,767 | 3,338 | 3,000 | 3,000 | - | 0% |
| 1081120 | SALARIES & WAGES-TEMP | - | - | 5,956 | 10,100 | 3,000 | (7,100) | -70% |
| 1081123 | SOCIAL SECURITY-TEMP | - | - | 456 | 772 | 230 | (542) | -70% |
| 1081131 | SOCIAL SECURITY-PERM | 35,844 | 39,560 | 43,377 | 49,807 | 51,945 | 2,138 | 4% |
| 1081132 | EMPLOYEE INSURANCE | 143,898 | 145,208 | 142,859 | 153,863 | 175,057 | 21,194 | 14% |
| 1081133 | STATE RETIREMENT | 86,592 | 92,603 | 98,429 | 109,169 | 113,878 | 4,709 | 4% |
| 1081134 | WORKERS COMPENSATION | 6,978 | 8,300 | 8,905 | 9,360 | 8,820 | (540) | -6% |
| 1081135 | UNEMPLOYMENT INSURANCE | 517 | 353 | 983 | 2,644 | 2,046 | (598) | -23% |
| 1081210 | SUBSCRIPTIONS & MEMBERSHIPS | 690 | 368 | 710 | 1,300 | 1,300 | - | 0% |
| 1081220 | PUBLIC NOTICES | 726 | 727 | 987 | 1,400 | 1,400 | - | 0% |
| 1081230 | TRAVEL & TRAINING | 423 | 2,295 | 3,757 | 3,350 | 3,350 | - | 0% |
| 1081240 | OFFICE SUPPLIES & EXPENSE | 13,371 | 15,560 | 19,156 | 17,400 | 17,400 | - | 0% |
| 1081245 | STREET LIGHT CONNECTION | - | - | - | 5,000 | 5,000 | - | 0% |
| 1081251 | GAS & OIL | 2,678 | 2,333 | 2,866 | 7,500 | 7,500 | - | 0% |
| 1081252 | EQUIPMENT MAINTENANCE | 4,274 | 9,041 | 7,788 | 9,500 | 9,500 | - | 0% |
| 1081280 | TELEPHONE | 4,212 | 4,613 | 4,651 | 6,000 | 6,000 | - | 0% |
| 1081310 | PROF & TECH SERVICES | 42,175 | 178,063 | 39,982 | 18,075 | 115,075 | 97,000 | 537% |
| 1081312 | COMPUTER & TECH SERVICES | 4,250 | 3,510 | 4,207 | 4,824 | 4,824 | - | 0% |
| 1081480 | SPECIAL DEPARTMENT SUPPLIES | 1,715 | 842 | 220 | 1,160 | 1,160 | - | 0% |
| 1081510 | INSURANCE & SURETY BONDS | 144 | 143 | 154 | 182 | 182 | - | 0% |
| 1081611 | EMPLOYEE RECOGNITION | - | - | 1,216 | 1,500 | 1,500 | - | 0% |
| | | 834,596 | 1,031,138 | 976,977 | 1,063,975 | 1,208,176 | 144,201 | 4 |
| 1081740 | CAP OUTLAY-EQUIPMENT | - | - | - | - | 8,500 | - | - |
| 1081741 | CAP OUTLAY-VEHICLES | - | 31,191 | - | - | - | - | - |
| 1081 | TOTAL EXPENDITURES | 834,596 | 1,062,329 | 976,977 | 1,063,975 | 1,216,676 | | |
| 1083 | PARKS & CEMETERY | | | | | | | |
| 1083110 | SALARIES & WAGES-PERM | 335,880 | 319,829 | 419,041 | 466,222 | 489,533 | 23,311 | 5% |
| 1083111 | OVERTIME-PERM | 10,029 | 10,817 | 10,294 | 8,200 | 8,200 | - | 0% |
| 1083120 | SALARIES & WAGES-TEMP | 219,745 | 220,960 | 203,756 | 264,825 | 290,000 | 25,175 | 10% |
| 1083121 | OVERTIME-TEMP | 8,180 | 24,022 | 19,305 | 4,200 | 4,200 | - | 0% |
| 1083123 | SOCIAL SECURITY-TEMP | 17,437 | 18,771 | 16,625 | 20,581 | 22,506 | 1,925 | 9% |
| 1083131 | SOCIAL SECURITY-PERM | 26,657 | 25,349 | 33,054 | 36,293 | 38,076 | 1,783 | 5% |
| 1083132 | EMPLOYEE INSURANCE | 115,041 | 101,627 | 127,299 | 136,475 | 141,139 | 4,664 | 3% |
| 1083133 | STATE RETIREMENT | 61,303 | 57,660 | 71,886 | 77,966 | 81,790 | 3,824 | 5% |
| 1083134 | WORKERS COMPENSATION | 5,456 | 5,669 | 6,771 | 7,200 | 6,840 | (360) | -5% |
| 1083135 | UNEMPLOYMENT INSURANCE | 1,009 | 691 | 1,485 | 2,974 | 2,377 | (597) | -20% |
| 1083210 | SUBSCRIPTIONS & MEMBERSHIPS | 285 | - | 180 | 350 | 350 | - | 0% |
| 1083230 | TRAVEL & TRAINING | 2,431 | 76 | 2,659 | 2,500 | 2,500 | - | 0% |
| 1083240 | OFFICE SUPPLIES & EXPENSE | 1,528 | 1,097 | 1,019 | 4,217 | 4,217 | - | 0% |
| 1083251 | GAS & OIL | 26,610 | 23,251 | 37,775 | 46,805 | 46,805 | - | 0% |
| 1083252 | EQUIPMENT MAINTENANCE | 48,994 | 35,760 | 33,555 | 32,400 | 32,400 | - | 0% |
| 1083253 | LEASE & RENT PAYMENTS | 5,249 | 4,679 | - | 5,000 | 5,000 | - | 0% |
| 1083261 | JANITORIAL SUPPLIES | 18,332 | 21,918 | 24,775 | 28,500 | 28,500 | - | 0% |
| 1083262 | BUILDING & GROUND MAINTENANCE | 85,682 | 117,382 | 97,238 | 100,500 | 100,500 | - | 0% |
| 1083270 | UTILITIES | 30,141 | 31,190 | 33,671 | 37,000 | 37,000 | - | 0% |
| 1083271 | UTILITIES-WATER | 48,455 | 48,455 | 48,455 | 48,455 | 67,830 | 19,375 | 40% |
| 1083272 | UTILITIES-SEWER | 17,073 | 17,073 | 17,073 | 17,073 | 20,300 | 3,227 | 19% |
| 1083273 | UTILITIES-STORM DRAIN | 13,592 | 13,592 | 13,592 | 13,592 | 27,184 | 13,592 | 100% |
| 1083274 | UTILITIES-SOLID WASTE | 1,080 | 1,080 | 1,080 | 1,080 | 1,800 | 720 | 67% |
| 1083280 | TELEPHONE | 4,341 | 4,232 | 4,756 | 4,500 | 4,500 | - | 0% |
| 1083310 | PROF & TECH SERVICES | - | 1,425 | - | - | - | - | - |
| 1083312 | COMPUTER & TECH SERVICES | 4,898 | 3,641 | 3,927 | 2,824 | 2,824 | - | 0% |
| 1083451 | UNIFORM SERVICE | 3,520 | 3,601 | 5,140 | 3,500 | 3,500 | - | 0% |
| 1083480 | SPECIAL DEPARTMENT SUPPLIES | 54,199 | 48,766 | 32,391 | 49,160 | 57,500 | 8,340 | 17% |
| 1083481 | L. PERRY LEGACY EXPENDITURES | - | 450 | - | 450 | 450 | - | 0% |
| 1083482 | URBAN FORESTRY PROGRAM | 14,611 | 20,932 | 12,295 | 15,000 | 15,000 | - | 0% |
| 1083510 | INSURANCE & SURETY BONDS | 3,208 | 4,468 | 4,421 | 4,686 | 5,861 | 1,175 | 25% |
| 1083511 | LEGAL CLAIMS | 19,056 | 15,240 | 14,990 | 9,624 | 9,624 | - | 0% |
| | | 1,204,023 | 1,203,704 | 1,298,508 | 1,452,152 | 1,558,306 | 106,154 | 7.31% |
| 1083710 | CAP OUTLAY-LAND | - | - | - | - | - | - | - |
| 1083720 | CAP OUTLAY-BUILDINGS | - | - | - | - | - | - | - |
| 1083730 | CAP OUTLAY-IMPROVEMENTS | 5,646 | 9,662 | - | - | - | - | - |
| 1083732 | CAP OUTLAY-CEMETERY | 67,694 | - | 13,430 | 400,000 | 200,000 | - | - |
| 1083734 | CAP OUTLAY-BALL PARK IMPROVEMENTS | 107,327 | 227,593 | 19,080 | 392,650 | - | - | - |
| 1083740 | CAP OUTLAY-EQUIPMENT | - | 134,485 | 26,178 | 36,000 | 42,000 | - | - |
| 1083741 | CAP OUTLAY-VEHICLES | - | - | - | - | - | - | - |
| 1083742 | CAP OUTLAY-FIDDLERS CANYON | - | - | - | - | 500,000 | - | - |
| 1083790 | CAP OUTLAY-RAP TAX | 280,076 | 18,349 | 68,950 | - | - | - | - |
| 1083952 | STATE GRANT-TRAIL | - | - | - | - | 341,640 | - | - |
| 1083970 | PRIVATE GRANTS | 15,920 | - | - | - | - | - | - |
| 1083 | TOTAL EXPENDITURES | 1,680,687 | 1,593,792 | 1,426,147 | 2,280,802 | 2,641,946 | | |

CEDAR CITY CORPORATION
BUDGET

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|-------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 1084 | RECREATION | | | | | | | |
| 1084110 | SALARIES & WAGES-PERM | 47,219 | 48,654 | 54,778 | 60,413 | 48,793 | (11,620) | -19% |
| 1084111 | OVERTIME-PERM | 777 | 475 | 2,439 | 100 | 100 | - | 0% |
| 1084120 | SALARIES & WAGES-TEMP | 38,889 | 49,998 | 57,157 | 77,297 | 77,297 | - | 0% |
| 1084121 | OVERTIME-TEMP | - | - | - | - | - | - | - |
| 1084123 | SOCIAL SECURITY-TEMP | 2,976 | 3,813 | 4,426 | 5,913 | 5,913 | - | 0% |
| 1084131 | SOCIAL SECURITY-PERM | 3,557 | 3,603 | 3,945 | 4,629 | 3,739 | (890) | -19% |
| 1084132 | EMPLOYEE INSURANCE | 21,368 | 21,375 | 22,494 | 22,712 | 9,854 | (12,858) | -57% |
| 1084133 | STATE RETIREMENT | 8,194 | 8,365 | 9,550 | 9,799 | 7,918 | (1,881) | -19% |
| 1084134 | WORKERS COMPENSATION | 761 | 811 | 793 | 900 | 720 | (180) | -20% |
| 1084135 | UNEMPLOYMENT INSURANCE | 156 | 124 | 237 | 551 | 378 | (173) | -31% |
| 1084210 | SUBSCRIPTIONS & MEMBERSHIPS | 80 | - | - | 1,000 | 1,000 | - | 0% |
| 1084220 | ADVERTISING | 2,514 | 4,570 | 6,398 | 5,500 | 5,500 | - | 0% |
| 1084230 | TRAVEL & TRAINING | 638 | (113) | 1,072 | 2,000 | 2,000 | - | 0% |
| 1084240 | OFFICE SUPPLIES & EXPENSE | 446 | 1,499 | 204 | 500 | 500 | - | 0% |
| 1084251 | GAS & OIL | 739 | 1,816 | 2,764 | 3,565 | 3,565 | - | 0% |
| 1084252 | EQUIPMENT MAINTENANCE | 1,899 | 2,678 | 363 | 2,800 | 2,800 | - | 0% |
| 1084262 | BUILDING & GROUND MAINTENANCE | 394 | 946 | 154 | 1,000 | 1,000 | - | 0% |
| 1084264 | BUILDING RENTAL | 21,655 | 15,895 | 17,460 | 27,250 | 27,250 | - | 0% |
| 1084280 | TELEPHONE | 878 | 893 | 746 | 3,500 | 3,500 | - | 0% |
| 1084310 | PROF & TECH SERVICES | - | - | - | - | - | - | - |
| 1084312 | COMPUTER & TECH SERVICES | (168) | 535 | 1,558 | 353 | 353 | - | 0% |
| 1084480 | SPECIAL DEPARTMENT SUPPLIES | 20,893 | 29,950 | 38,463 | 38,940 | 38,940 | - | 0% |
| 1084510 | INSURANCE & SURETY BONDS | 144 | 143 | 154 | 161 | 161 | - | 0% |
| 1084511 | LEGAL CLAIMS | 4,459 | 125 | - | 4,500 | 4,500 | - | 0% |
| 1084612 | LEISURE SERVICE PROGRAMS | 8,429 | 446 | 11,032 | 10,000 | 10,000 | - | 0% |
| | | 186,897 | 196,603 | 236,187 | 283,383 | 255,781 | (27,602) | -9.74% |
| 1084970 | PRIVATE GRANTS | - | - | - | - | - | - | - |
| 1084 | TOTAL EXPENDITURES | 186,897 | 196,603 | 236,187 | 283,383 | 255,781 | | |
| 1085 | LEISURE SERVICES | | | | | | | |
| 1085110 | SALARIES & WAGES-PERM | 104,479 | 109,272 | 124,470 | 137,228 | 144,089 | 6,861 | 5% |
| 1085131 | SOCIAL SECURITY-PERM | 7,284 | 7,600 | 8,750 | 10,498 | 11,023 | 525 | 5% |
| 1085132 | EMPLOYEE INSURANCE | 37,525 | 37,544 | 39,441 | 39,914 | 41,328 | 1,414 | 4% |
| 1085133 | STATE RETIREMENT | 18,116 | 18,948 | 21,596 | 23,130 | 24,286 | 1,156 | 5% |
| 1085134 | WORKERS COMPENSATION | 1,142 | 1,072 | 1,277 | 1,440 | 1,260 | (180) | -13% |
| 1085135 | UNEMPLOYMENT INSURANCE | 136 | 88 | 214 | 549 | 432 | (117) | -21% |
| 1085210 | SUBSCRIPTIONS & MEMBERSHIPS | - | 512 | - | 1,000 | 1,000 | - | 0% |
| 1085220 | ADVERTISING | 1,047 | - | - | 1,000 | 1,000 | - | 0% |
| 1085221 | EVENT SPONSORSHIP | - | - | - | - | - | - | - |
| 1085222 | EVENT RECRUITMENT | - | - | - | - | - | - | - |
| 1085223 | RUNNERS SERIES | - | - | - | - | - | - | - |
| 1085230 | TRAVEL & TRAINING | (434) | 165 | 165 | 2,000 | 2,000 | - | 0% |
| 1085240 | OFFICE SUPPLIES & EXPENSE | 1,124 | 1,650 | 1,711 | 1,627 | 1,627 | - | 0% |
| 1085251 | GAS & OIL | - | - | - | 3,000 | 3,000 | - | 0% |
| 1085252 | EQUIPMENT MAINTENANCE | - | - | - | - | - | - | - |
| 1085280 | TELEPHONE | 364 | 402 | 808 | 2,290 | 2,290 | - | 0% |
| 1085310 | PROF & TECH SERVICES | 6,600 | - | - | - | - | - | - |
| 1085312 | COMPUTER & TECH SERVICES | 1,207 | 1,003 | 1,118 | 706 | 706 | - | 0% |
| 1085510 | INSURANCE & SURETY BONDS | 1,028 | 1,236 | 1,400 | 1,483 | 1,839 | 356 | 24% |
| 1085610 | SUNDRY | - | - | - | - | - | - | - |
| 1085611 | EMPLOYEE RECOGNITION | - | - | 2,562 | 2,850 | 2,850 | - | 0% |
| | | 179,618 | 179,490 | 203,514 | 228,715 | 238,730 | 10,015 | 4.38% |
| 1085700 | CAP OUTLAY-NON-CAPITAL ASSETS | - | - | - | - | - | - | - |
| 1085740 | CAP OUTLAY- EQUIPMENT | - | - | - | - | - | - | - |
| 1085 | TOTAL EXPENDITURES | 179,618 | 179,490 | 203,514 | 228,715 | 238,730 | | |

CEDAR CITY CORPORATION
BUDGET

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|--------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 1087 | LIBRARY | | | | | | | |
| 1087110 | SALARIES & WAGES-PERM | 194,294 | 209,400 | 240,288 | 265,917 | 280,560 | 14,643 | 6% |
| 1087120 | SALARIES & WAGES-TEMP | 105,601 | 125,672 | 135,791 | 189,404 | 208,000 | 18,596 | 10% |
| 1087123 | SOCIAL SECURITY-TEMP | 11,020 | 12,653 | 13,702 | 14,489 | 15,912 | 1,423 | 10% |
| 1087131 | SOCIAL SECURITY-PERM | 11,584 | 12,641 | 14,743 | 20,343 | 21,463 | 1,120 | 6% |
| 1087132 | EMPLOYEE INSURANCE | 46,156 | 45,351 | 42,617 | 50,922 | 52,639 | 1,717 | 3% |
| 1087133 | STATE RETIREMENT | 35,202 | 37,969 | 43,613 | 46,963 | 49,553 | 2,590 | 6% |
| 1087134 | WORKERS COMPENSATION | 1,269 | 1,498 | 1,616 | 1,800 | 1,620 | (180) | -10% |
| 1087135 | UNEMPLOYMENT INSURANCE | 487 | 372 | 731 | 1,822 | 1,466 | (356) | -20% |
| 1087210 | SUBSCRIPTIONS & MEMBERSHIPS | 768 | 563 | 803 | 1,000 | 1,000 | - | 0% |
| 1087220 | PUBLIC NOTICES | 195 | 155 | 47 | 550 | 550 | - | 0% |
| 1087230 | TRAVEL & TRAINING | (454) | 859 | 1,950 | 6,000 | 6,000 | - | 0% |
| 1087240 | OFFICE SUPPLIES & EXPENSE | 12,911 | 12,603 | 11,606 | 17,805 | 17,805 | - | 0% |
| 1087252 | EQUIPMENT MAINTENANCE | 4,681 | 3,596 | 2,693 | 5,000 | 6,000 | 1,000 | 20% |
| 1087261 | JANITORIAL SUPPLIES | 5,673 | 5,501 | 8,392 | 7,500 | 9,500 | 2,000 | 27% |
| 1087262 | BUILDING & GROUND MAINTENANCE | 17,511 | 7,510 | 10,405 | 18,000 | 18,000 | - | 0% |
| 1087270 | UTILITIES | 30,134 | 35,167 | 33,707 | 40,000 | 40,000 | - | 0% |
| 1087280 | TELEPHONE | 310 | 1,204 | 1,496 | 4,500 | 4,500 | - | 0% |
| 1087312 | COMPUTER & TECH SERVICE CONTRACTS | 30,182 | 33,069 | 35,420 | 36,982 | 36,982 | - | 0% |
| 1087313 | GUEST SPEAKER PROGRAM | 2,123 | 1,111 | 1,713 | 5,000 | 5,000 | - | 0% |
| 1087480 | SPECIAL DEPARTMENT SUPPLIES | 1,741 | 1,492 | 6,485 | 3,500 | 3,500 | - | 0% |
| 1087481 | BOOKS-GENERAL COLLECTION | 31,960 | 33,375 | 29,960 | 40,000 | 42,000 | 2,000 | 5% |
| 1087482 | BOOKS-YOUNG ADULT | 20,204 | 20,096 | 17,505 | 23,000 | 24,000 | 1,000 | 4% |
| 1087483 | BOOKS-CHILDREN | 29,262 | 30,994 | 28,682 | 33,000 | 35,000 | 2,000 | 6% |
| 1087485 | PERIODICALS | 1,658 | 1,768 | 2,962 | 2,000 | 2,000 | - | 0% |
| 1087487 | ELECTRONIC SUBSCRIPTIONS | 1,404 | 1,460 | 1,460 | 4,000 | 4,000 | - | 0% |
| 1087510 | INSURANCE & SURETY BOND | 6,680 | 8,061 | 9,191 | 9,749 | 12,374 | 2,625 | 27% |
| 1087611 | EMPLOYEE RECOGNITION | - | - | 308 | 600 | 600 | - | 0% |
| | | 602,556 | 644,141 | 697,884 | 849,846 | 900,024 | 50,178 | 5.90% |
| 1087730 | CAP OUTLAY-IMPROVEMENTS | 8,686 | - | - | - | 8,000 | - | - |
| 1087740 | CAP OUTLAY-EQUIPMENT | 6,000 | 69,123 | 9,790 | 6,200 | 6,400 | - | - |
| 1087790 | CAP OUTLAY-RAP TAX | 6,200 | - | - | - | - | - | - |
| 1087954 | STATE GRANT-DCC PUBLIC LIBRARY GRANT | 10,000 | 10,312 | 35,247 | 10,000 | 10,000 | - | - |
| 1087970 | PRIVATE GRANTS | - | - | 9,058 | - | - | - | - |
| 1087 | TOTAL EXPENDITURES | 633,442 | 723,575 | 751,979 | 866,046 | 924,424 | | |
| 1090 | CROSS HOLLOWS EVENT CENTER | | | | | | | |
| 1090110 | SALARIES & WAGES-PERM | 54,142 | 63,394 | 83,592 | 75,123 | 120,184 | 45,061 | 60% |
| 1090111 | OVERTIME-PERM | 7,006 | 5,958 | 7,859 | 2,000 | 2,000 | - | 0% |
| 1090120 | SALARIES & WAGES-TEMP | 32,308 | 37,064 | 36,364 | 37,100 | 37,100 | - | 0% |
| 1090121 | OVERTIME-TEMP | 3,058 | 3,112 | 872 | 3,000 | 3,000 | - | 0% |
| 1090123 | SOCIAL SECURITY-TEMP | 2,706 | 3,228 | 2,849 | 3,067 | 3,067 | - | 0% |
| 1090131 | SOCIAL SECURITY-PERM | 5,017 | 5,639 | 6,956 | 5,900 | 9,347 | 3,447 | 58% |
| 1090132 | EMPLOYEE INSURANCE | 7,093 | 9,200 | 23,276 | 23,419 | 47,026 | 23,607 | 101% |
| 1090133 | STATE RETIREMENT | 11,294 | 12,809 | 15,671 | 13,859 | 21,221 | 7,362 | 53% |
| 1090134 | WORKERS COMPENSATION | 888 | 947 | 1,131 | 1,080 | 1,620 | 540 | 50% |
| 1090135 | UNEMPLOYMENT INSURANCE | 145 | 106 | 265 | 468 | 487 | 19 | 4% |
| 1090251 | GAS & OIL | 2,924 | 3,986 | 6,899 | 5,520 | 5,520 | - | 0% |
| 1090252 | EQUIPMENT MAINTENANCE | 2,728 | 9,668 | 6,105 | 7,000 | 7,000 | - | 0% |
| 1090253 | LEASE & RENT PAYMENTS | - | - | - | - | 10,260 | 10,260 | - |
| 1090262 | BUILDING & GROUND MAINTENANCE | 13,094 | 9,648 | 22,368 | 13,000 | 25,368 | 12,368 | 95% |
| 1090270 | UTILITIES | 16,428 | 12,744 | 15,327 | 19,000 | 19,000 | - | 0% |
| 1090280 | TELEPHONE | 889 | 1,113 | 1,248 | 1,300 | 1,300 | - | 0% |
| 1090312 | COMPUTER & TECH SERVICE | 603 | 509 | 1,303 | 353 | 353 | - | 0% |
| 1090480 | SPECIAL DEPARTMENT SUPPLIES | 5,887 | 3,730 | 15,689 | 15,824 | 15,824 | - | 0% |
| 1090510 | INSURANCE & SURETY BONDS | 2,227 | 2,753 | 3,138 | 3,329 | 4,225 | 896 | 27% |
| | | 168,438 | 185,608 | 250,710 | 230,342 | 333,902 | 103,560 | 44.96% |
| 1090730 | CAP OUTLAY-IMPROVEMENTS | 99,983 | 5,204 | 70,000 | - | - | - | - |
| 1090740 | CAP OUTLAY-EQUIPMENT | - | - | - | 173,500 | 359,970 | - | - |
| 1090790 | CAP OUTLAY-RAP TAX FUNDS | - | - | - | - | - | - | - |
| 1090970 | PRIVATE GRANTS | - | 66,615 | 19,611 | - | - | - | - |
| 1090 | TOTAL EXPENDITURES | 268,420 | 257,426 | 340,321 | 403,842 | 693,872 | | |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|--|-------------------|-------------------|-------------------|--------------------|---------------------|---------------------|---------------|
| 1092 | HERITAGE CENTER / FESTIVAL HALL | | | | | | | |
| 1092110 | SALARIES & WAGES-PERM | 88,715 | 91,701 | 103,767 | 114,649 | 157,592 | 42,943 | 37% |
| 1092111 | OVERTIME-PERM | 1,351 | 946 | 1,214 | 2,000 | 2,000 | - | 0% |
| 1092120 | SALARIES & WAGES-TEMP | 59,536 | 54,075 | 76,693 | 94,000 | 122,200 | 28,200 | 30% |
| 1092121 | OVERTIME-TEMP | 1,865 | 1,122 | 7,271 | 2,750 | 2,750 | - | 0% |
| 1092123 | SOCIAL SECURITY-TEMP | 4,697 | 4,068 | 6,423 | 7,402 | 9,559 | 2,157 | 29% |
| 1092131 | SOCIAL SECURITY-PERM | 6,259 | 6,651 | 7,197 | 8,923 | 12,209 | 3,286 | 37% |
| 1092132 | EMPLOYEE INSURANCE | 37,500 | 37,461 | 36,111 | 32,044 | 56,590 | 24,546 | 77% |
| 1092133 | STATE RETIREMENT | 15,938 | 16,398 | 18,596 | 20,125 | 27,137 | 7,012 | 35% |
| 1092134 | WORKERS COMPENSATION | 1,396 | 1,488 | 1,600 | 1,800 | 2,160 | 360 | 20% |
| 1092135 | UNEMPLOYMENT INSURANCE | 278 | 179 | 398 | 854 | 854 | - | 0% |
| 1092220 | MARKETING | - | 393 | 390 | 2,000 | 2,000 | - | 0% |
| 1092230 | TRAVEL & TRAINING | 1,540 | 322 | - | 500 | 500 | - | 0% |
| 1092240 | OFFICE SUPPLIES & EXPENSE | 750 | 821 | 2,998 | 4,500 | 4,500 | - | 0% |
| 1092252 | EQUIPMENT MAINTENANCE | 7,530 | 10,344 | 9,918 | 10,000 | 10,000 | - | 0% |
| 1092261 | JANITORIAL SUPPLIES | 4,016 | 4,253 | 4,046 | 4,000 | 4,000 | - | 0% |
| 1092262 | BUILDING & GROUND MAINTENANCE | 38,341 | 32,033 | 33,879 | 37,000 | 37,000 | - | 0% |
| 1092263 | PARKING ASSESSMENT | 21,238 | 20,858 | 20,858 | 22,000 | 22,000 | - | 0% |
| 1092270 | UTILITIES | 99,809 | 99,050 | 118,599 | 110,000 | 110,000 | - | 0% |
| 1092280 | TELEPHONE | 3,457 | 3,573 | 3,811 | 2,000 | 2,000 | - | 0% |
| 1092312 | COMPUTER & TECH SERVICES | 2,351 | 2,005 | 2,236 | 1,992 | 1,992 | - | 0% |
| 1092480 | SPECIAL DEPARTMENT SUPPLIES | 6,454 | 9,889 | 5,055 | 8,580 | 8,580 | - | 0% |
| 1092510 | INSURANCE & SURETY BONDS | 11,312 | 13,983 | 15,942 | 12,800 | 12,800 | - | 0% |
| 1092611 | EMPLOYEE RECOGNITION | - | - | - | 300 | 300 | - | 0% |
| 1092613 | CONCESSIONS | 581 | 527 | 534 | 600 | 600 | - | 0% |
| | | 414,913 | 412,140 | 477,537 | 500,819 | 609,323 | 108,504 | 21.67% |
| 1092730 | CAP OUTLAY-IMPROVEMENTS | - | - | - | - | - | - | - |
| 1092740 | CAP OUTLAY-EQUIPMENT | 9,222 | - | 189,656 | 75,000 | 48,000 | - | - |
| 1092790 | CAP OUTLAY-RAP TAX FUNDS | - | - | 12,537 | - | - | - | - |
| | TOTAL EXPENDITURES | 424,136 | 412,140 | 679,730 | 575,819 | 657,323 | | |
| 1095 | TRANSFERS | | | | | | | |
| 1095902 | TRANS TO CEDAR AREA TRANSIT SERVICE | 85,884 | - | 50,000 | 157,543 | 165,300 | 7,757 | 5% |
| 1095907 | TRANS TO AQUATIC CENTER | 447,022 | 465,912 | 465,912 | 602,090 | 784,403 | 182,313 | 30% |
| 1095908 | TRANS TO GOLF COURSE | 136,189 | 151,657 | 151,657 | 172,123 | 172,123 | - | 0% |
| 1095909 | TRANS TO PUBLIC SAFETY IMPACT FEES | - | - | - | - | - | - | - |
| 1095911 | TRANS TO COAL CREEK FLOOD PROJECT | - | - | - | - | - | - | - |
| 1095922 | TRANS TO MBA-LEASE | 127,051 | 32,744 | 32,944 | 65,389 | 64,589 | (800) | -1% |
| 1095923 | TRANS TO DEBT SERVICE | 1,413,376 | 1,414,528 | 510,733 | 510,733 | 510,733 | - | 0% |
| 1095924 | TRANS TO CAPITAL IMPROVEMENT | 3,000,000 | 4,181,372 | 4,573,226 | 329,850 | 329,850 | - | 0% |
| 1095 | TOTAL TRANSFERS | 5,209,522 | 6,246,213 | 5,784,472 | 1,837,728 | 2,026,998 | 189,270 | 10.30% |
| | TOTAL GENERAL FUND EXPENDITURES | 24,755,128 | 26,517,837 | 28,186,393 | 27,584,108 | 29,293,012 | \$ 1,969,312 | |
| | NET REVENUES OVER EXPENDITURES | 2,844,155 | 2,090,028 | 3,239,229 | - | - | | |

CEDAR CITY CORPORATION
BUDGET

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|--------------------------------|--------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| SPECIAL REVENUE FUNDS | | | | | | | | |
| 20 | AQUATIC CENTER | | | | | | | |
| REVENUES | | | | | | | | |
| 2039100 | FEES-ADMISSION | 235,408 | 369,231 | 385,204 | 350,000 | 380,000 | 30,000 | 9% |
| 2039110 | FEES-PROGRAM | 14,743 | 6,282 | 25,087 | 15,000 | 15,000 | - | 0% |
| 2039111 | FEES-WATER SPORTS | 5,409 | 2,039 | 5,644 | 5,205 | 5,205 | - | 0% |
| 2039200 | SALES-SUPPLIES | 12,478 | 20,474 | 21,698 | 22,000 | 22,000 | - | 0% |
| 2039210 | SALES-CONCESSIONS | 34,899 | 19,450 | 84,302 | 68,000 | 85,000 | 17,000 | 25% |
| 2039300 | RENTS-ROOMS | 19,479 | 19,326 | 42,789 | 25,000 | 30,000 | 5,000 | 20% |
| 2039310 | RENTS-CONCESSIONAIRE | - | - | 339 | - | - | - | - |
| 2039311 | ICE RINK | 11,361 | - | - | - | - | - | - |
| 2039400 | IRON COUNTY SCHOOL DISTRICT | 135,000 | 136,000 | 131,000 | 133,000 | 133,000 | - | 0% |
| 2039600 | SUNDRY | 4,538 | - | - | 2,500 | 2,500 | - | 0% |
| 2039800 | TRANS FROM GENERAL FUND | 447,022 | 465,912 | 465,912 | 602,090 | 784,403 | 182,313 | 30% |
| 2039801 | TRANS FROM CAPITAL IMPROVEMENT | 155,995 | 73,787 | 29,260 | - | 35,000 | - | - |
| 2039900 | FUND BALANCE-APPROPRIATED | - | - | - | - | - | - | - |
| TOTAL REVENUES | | 1,076,332 | 1,112,501 | 1,191,237 | 1,222,795 | 1,492,108 | 234,313 | 19.16% |
| EXPENDITURES | | | | | | | | |
| 2040110 | SALARIES & WAGES-PERM | 82,372 | 88,551 | 103,275 | 108,120 | 154,831 | 46,711 | 43% |
| 2040111 | OVERTIME-PERM | 993 | 496 | 685 | 5,455 | 5,455 | - | 0% |
| 2040120 | SALARIES & WAGES-TEMP | 342,289 | 380,218 | 412,423 | 478,891 | 580,891 | 102,000 | 21% |
| 2040121 | OVERTIME-TEMP | 711 | 4,264 | 2,625 | 500 | 500 | - | 0% |
| 2040123 | SOCIAL SECURITY-TEMP | 26,223 | 28,906 | 31,256 | 36,673 | 44,476 | 7,803 | 21% |
| 2040131 | SOCIAL SECURITY-PERM | 6,249 | 7,042 | 8,216 | 8,688 | 12,262 | 3,574 | 41% |
| 2040132 | EMPLOYEE INSURANCE | 26,338 | 26,965 | 27,451 | 29,746 | 54,215 | 24,469 | 82% |
| 2040133 | STATE RETIREMENT | 14,381 | 15,501 | 17,130 | 20,409 | 28,068 | 7,659 | 38% |
| 2040134 | WORKERS COMPENSATION | 1,269 | 1,352 | 1,616 | 1,620 | 2,160 | 540 | 33% |
| 2040135 | UNEMPLOYMENT INSURANCE | 747 | 616 | 1,096 | 2,372 | 2,224 | (148) | -6% |
| 2040210 | SUBSCRIPTIONS & MEMBERSHIPS | - | - | - | 1,200 | 1,200 | - | 0% |
| 2040220 | PROGRAM MARKETING | 10,016 | 3,697 | 7,252 | 10,500 | 10,500 | - | 0% |
| 2040230 | TRAVEL & TRAINING | 1,416 | 802 | 2,575 | 1,500 | 1,500 | - | 0% |
| 2040240 | OFFICE SUPPLIES & EXPENSE | 5,051 | 4,973 | 6,525 | 9,127 | 9,127 | - | 0% |
| 2040252 | EQUIPMENT MAINTENANCE | 44,199 | 31,756 | 44,086 | 12,000 | 32,000 | 20,000 | 167% |
| 2040254 | CHEMICALS | 40,605 | 61,071 | 58,824 | 52,000 | 55,500 | 3,500 | 7% |
| 2040261 | JANITORIAL SUPPLIES | 12,495 | 19,221 | 18,149 | 14,500 | 14,500 | - | 0% |
| 2040262 | BUILDING & GROUND MAINTENANCE | 59,052 | 38,078 | 35,221 | 40,000 | 40,000 | - | 0% |
| 2040270 | UTILITIES | 172,343 | 193,880 | 236,364 | 238,100 | 238,100 | - | 0% |
| 2040280 | TELEPHONE | 5,665 | 5,162 | 5,970 | 3,700 | 3,700 | - | 0% |
| 2040311 | AUDIT | 832 | 496 | 496 | 496 | 496 | - | 0% |
| 2040312 | COMPUTER & TECH SERVICES | 4,438 | 5,396 | 3,919 | 13,883 | 13,883 | - | 0% |
| 2040451 | UNIFORMS | 3,440 | 3,009 | 6,603 | 5,000 | 5,000 | - | 0% |
| 2040480 | SPECIAL DEPARTMENT SUPPLIES | 28,152 | 14,768 | 15,387 | 15,360 | 15,360 | - | 0% |
| 2040481 | MERCHANDISE | 14,628 | 23,037 | 21,044 | 15,000 | 15,000 | - | 0% |
| 2040482 | MERCHANDISE-CONCESSIONS | 20,372 | 15,181 | 58,035 | 40,000 | 50,000 | 10,000 | 25% |
| 2040510 | INSURANCE & SURETY BONDS | 15,177 | 17,940 | 20,411 | 21,533 | 26,894 | 5,361 | 25% |
| 2040511 | LEGAL CLAIMS | - | - | - | 700 | 700 | - | 0% |
| 2040610 | SUNDRY | 1,075 | 147 | 1,692 | 1,500 | 1,500 | - | 0% |
| 2040612 | SALES TAX | 18,235 | 19,369 | 31,487 | 27,842 | 30,686 | 2,844 | 10% |
| 2040613 | POOL PROGRAMS | 6,475 | 5,889 | 10,754 | 6,380 | 6,380 | - | 0% |
| TOTAL EXPENDITURES | | 1,121,233 | 1,091,568 | 1,244,445 | 1,222,795 | 1,492,108 | 234,313 | 19.16% |
| 2040700 | CAP OUTLAY-NON-CAPITAL ASSET | 32,295 | - | 12,756 | - | 35,000 | - | - |
| 2040730 | CAP OUTLAY-IMPROVEMENTS | 123,700 | - | - | - | - | - | - |
| 2040740 | CAP OUTLAY-EQUIPMENT | - | 73,787 | 41,124 | - | - | - | - |
| NET REVENUES OVER EXPENDITURES | | (44,902) | 20,932 | (53,209) | - | - | - | - |

CEDAR CITY CORPORATION
BUDGET

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|----------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 22 | CEDAR AREA TRANSIT SERVICE | | | | | | | |
| | REVENUES | | | | | | | |
| 2239100 | PASSENGER FARES | 31,175 | 32,234 | 24,574 | 30,000 | 30,000 | - | 0% |
| 2239340 | STATE GRANT-UDOT | 287,072 | 571,624 | 186,886 | 157,544 | 315,300 | 157,756 | 100% |
| 2239400 | SUNDRY REVENUES | - | 800 | 1,596 | - | - | - | - |
| 2239800 | TRANS FROM GENERAL FUND | 85,884 | - | 50,000 | 157,543 | 165,300 | 7,757 | 5% |
| 2239801 | TRANS FROM CAP IMPROVEMENT FUND | - | - | - | 19,000 | 20,600 | 1,600 | 8% |
| | TOTAL REVENUES | 404,131 | 604,658 | 263,055 | 364,087 | 531,200 | | |
| | EXPENDITURES | | | | | | | |
| 2240111 | OVERTIME-PERM | 64 | - | 365 | - | - | - | - |
| 2240120 | SALARIES & WAGES-TEMP | 109,278 | 116,750 | 137,122 | 175,751 | 181,023 | 5,272 | 3% |
| 2240121 | OVERTIME-TEMP | - | 29 | - | - | - | - | - |
| 2240123 | SOCIAL SECURITY-TEMP | 8,365 | 8,934 | 10,518 | 13,445 | 13,848 | 403 | 3% |
| 2240133 | STATE RETIREMENT | 659 | 678 | 6,484 | - | - | - | - |
| 2240134 | WORKERS COMPENSATION | - | - | - | - | - | - | - |
| 2240135 | UNEMPLOYMENT INSURANCE | 218 | 169 | 331 | 703 | 543 | (160) | -23% |
| 2240210 | SUBSCRIPTIONS & MEMBERSHIPS | 100 | - | - | 100 | 100 | - | 0% |
| 2240220 | ADVERTISING | 237 | - | 350 | 1,000 | 1,000 | - | 0% |
| 2240230 | TRAVEL & TRAINING | (32) | 65 | 155 | 1,000 | 1,000 | - | 0% |
| 2240240 | OFFICE SUPPLIES & EXPENSE | 572 | 563 | 1,886 | 2,179 | 2,179 | - | 0% |
| 2240251 | GAS & OIL | 20,018 | 20,217 | 32,665 | 39,100 | 39,100 | - | 0% |
| 2240252 | EQUIPMENT MAINTENANCE | 8,341 | 10,712 | 12,170 | 13,200 | 13,200 | - | 0% |
| 2240270 | UTILITIES | 6,749 | 7,769 | 9,687 | 5,600 | 5,600 | - | 0% |
| 2240280 | TELEPHONE | 182 | 201 | 230 | 400 | 400 | - | 0% |
| 2240300 | ADMINISTRATION FEE | 467 | 812 | 1,010 | 1,039 | 1,093 | 54 | 5% |
| 2240310 | PROF & TECH SERVICES | - | - | - | - | 150,000 | 150,000 | - |
| 2240311 | AUDIT | 147 | 72 | 72 | 72 | 72 | - | 0% |
| 2240312 | COMPUTER & TECH SERVICES | 651 | 501 | 2,033 | 998 | 998 | - | 0% |
| 2240480 | SPECIAL DEPARTMENT SUPPLIES | 495 | 556 | 561 | 1,000 | 1,000 | - | 0% |
| 2240510 | INSURANCE & SURETY BONDS | 2,758 | 1,816 | 3,685 | 12,000 | 12,000 | - | 0% |
| 2240511 | LEGAL CLAIMS | 4,256 | - | 6,566 | 1,200 | 1,200 | - | 0% |
| 2240610 | SUNDRY | 133 | - | - | 300 | 300 | - | 0% |
| | | 163,659 | 169,843 | 225,888 | 269,087 | 424,656 | 155,569 | 57.81% |
| 2240730 | CAP OUTLAY-IMPROVEMENTS | - | - | - | - | - | - | - |
| 2240741 | CAP OUTLAY-VEHICLES | - | 9,419 | - | 95,000 | 103,000 | - | - |
| 2240900 | TRANS TO PUBLIC WORKS FACILITIES | 275,065 | 253,639 | - | - | 3,544 | - | - |
| | TOTAL EXPENDITURES | 438,724 | 432,901 | 225,888 | 364,087 | 531,200 | | |
| | NET REVENUES OVER EXPENDITURES | (34,593) | 171,757 | 37,167 | - | - | | |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|---------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 24 | AIRPORT | | | | | | | |
| | REVENUES | | | | | | | |
| 2439100 | AERONAUTICAL FUEL TAX | 18,232 | 16,298 | 18,025 | 23,000 | 18,236 | (4,764) | -21% |
| 2439200 | FEES-PASSENGER | 60,243 | 31,292 | 63,244 | 51,000 | 53,940 | 2,940 | 6% |
| 2439201 | FEES-LANDING | 99,980 | 100,884 | 115,560 | 100,000 | 93,000 | (7,000) | -7% |
| 2439202 | FEES-FUEL | 80,228 | 106,756 | 84,100 | 90,000 | 83,000 | (7,000) | -8% |
| 2439203 | FEES-RENTAL CAR CONCESSIONS | 49,190 | 34,161 | 47,088 | 40,000 | 50,043 | 10,043 | 25% |
| 2439300 | RENTS-HANGERS | 19,256 | 17,990 | 20,880 | 18,000 | 19,200 | 1,200 | 7% |
| 2439301 | RENTS-TERMINAL BUILDING | 26,332 | 28,591 | 27,416 | 25,000 | 47,534 | 22,534 | 90% |
| 2439302 | RENTS-LAND | 64,015 | 73,867 | 42,702 | 74,000 | 76,000 | 2,000 | 3% |
| 2439303 | RENTS-FAA BUILDING | 53,563 | 53,748 | 53,748 | 53,000 | 54,000 | 1,000 | 2% |
| 2439304 | RENTS-SNOW CAT GARAGE | 9,331 | 9,331 | 9,331 | 10,200 | 10,200 | - | 0% |
| 2439305 | RENTS-FED EX BUILDING | 4,579 | 4,929 | 5,772 | 5,859 | 5,859 | - | 0% |
| 2439400 | IRON COUNTY-AIRPORT | 40,195 | 54,000 | 30,700 | 25,000 | 25,000 | - | 0% |
| 2439420 | BLM-LEASE IMPROVEMENTS | 7,200 | 22,000 | - | - | - | - | - |
| 2439500 | INTEREST EARNINGS | 15,304 | 3,368 | 7,281 | 1,800 | 1,800 | - | 0% |
| 2439600 | SUNDRY REVENUE | 8,157 | 18,436 | 13,053 | 10,200 | 10,200 | - | 0% |
| 2439610 | SALE OF FIXED ASSETS | 142,937 | 263,363 | 66,657 | 170,000 | 136,000 | (34,000) | -20% |
| 2439700 | FED GRANT-CARES | - | - | 111,230 | - | - | - | - |
| 2439710 | STATE GRANT-AIRPORT IMPROVEMENT | - | - | 566,133 | - | - | - | - |
| 2439900 | FUND BALANCE-APPROPRIATED | - | 356,534 | - | - | 1,119 | 1,119 | - |
| | TOTAL REVENUE | 698,742 | 1,195,549 | 1,282,920 | 697,059 | 685,131 | | |
| | EXPENDITURES | | | | | | | |
| 2440110 | SALARIES & WAGES-PERM | 124,685 | 131,812 | 150,340 | 208,939 | 192,062 | (16,877) | -8% |
| 2440111 | OVERTIME-PERM | - | - | - | 900 | 900 | - | 0% |
| 2440120 | SALARIES & WAGES-TEMP | 23,003 | 22,430 | 43,101 | 40,211 | 42,211 | 2,000 | 5% |
| 2440123 | SOCIAL SECURITY-TEMP | 1,760 | 1,716 | 3,305 | 3,076 | 3,229 | 153 | 5% |
| 2440131 | SOCIAL SECURITY-PERM | 10,610 | 11,214 | 12,740 | 16,053 | 14,762 | (1,291) | -8% |
| 2440132 | EMPLOYEE INSURANCE | 17,193 | 17,993 | 19,311 | 37,029 | 40,883 | 3,854 | 10% |
| 2440133 | STATE RETIREMENT | 21,669 | 22,635 | 25,666 | 34,618 | 31,917 | (2,701) | -8% |
| 2440134 | WORKERS COMPENSATION | 1,396 | 2,214 | 2,484 | 3,240 | 2,700 | (540) | -17% |
| 2440135 | UNEMPLOYMENT INSURANCE | 267 | 153 | 379 | 1,001 | 706 | (295) | -29% |
| 2440210 | SUBSCRIPTIONS & MEMBERSHIPS | 479 | 445 | 610 | 800 | 800 | - | 0% |
| 2440220 | ADVERTISING | 6,791 | 8,446 | 17,859 | 10,000 | 10,000 | - | 0% |
| 2440230 | TRAVEL & TRAINING | 2,108 | 795 | 3,169 | 3,500 | 3,500 | - | 0% |
| 2440240 | OFFICE SUPPLIES & EXPENSE | 1,641 | 1,130 | 3,215 | 2,600 | 2,600 | - | 0% |
| 2440251 | GAS & OIL | 9,299 | 6,497 | 17,965 | 9,200 | 9,200 | - | 0% |
| 2440252 | EQUIPMENT MAINTENANCE | 7,002 | 11,865 | 13,307 | 12,000 | 12,000 | - | 0% |
| 2440261 | JANITORIAL SUPPLIES | 3,046 | 2,653 | 3,295 | 4,000 | 6,000 | 2,000 | 50% |
| 2440262 | MAINTENANCE-BUILDING & GROUND | 30,813 | 66,686 | 54,340 | 50,000 | 25,000 | (25,000) | -50% |
| 2440263 | MAINTENANCE-ASPHALT | 50,537 | 26,301 | 53,956 | 60,000 | 50,000 | (10,000) | -17% |
| 2440270 | UTILITIES | 55,347 | 57,876 | 63,736 | 58,500 | 58,500 | - | 0% |
| 2440280 | TELEPHONE | 6,042 | 5,981 | 6,129 | 3,280 | 3,280 | - | 0% |
| 2440310 | PROF & TECH SERVICES | 6,000 | 10,000 | 12,367 | 27,000 | 65,000 | 38,000 | 141% |
| 2440311 | AUDIT | 394 | 231 | 231 | 231 | 231 | - | 0% |
| 2440312 | COMPUTER & TECH SERVICES | 1,915 | 1,504 | 1,677 | 2,494 | 2,494 | - | 0% |
| 2440420 | WEED ABATEMENT | - | 4,682 | 6,042 | 6,500 | 6,500 | - | 0% |
| 2440451 | UNIFORM SERVICE | 897 | 926 | 817 | 1,000 | 1,000 | - | 0% |
| 2440480 | SPECIAL DEPARTMENT SUPPLIES | 272 | 1,737 | 1,822 | 1,700 | 1,700 | - | 0% |
| 2440510 | INSURANCE & SURETY BONDS | 25,075 | 29,890 | 32,943 | 28,050 | 33,567 | 5,517 | 20% |
| 2440610 | SUNDRY | 612 | 471 | 102 | 300 | 300 | - | 0% |
| 2440611 | EMPLOYEE RECOGNITION | - | - | 350 | 800 | 800 | - | 0% |
| | TOTAL EXPENDITURES | 764,559 | 448,281 | 614,299 | 697,059 | 685,131 | | |
| 2440700 | CAP OUTLAY-NON-CAPITAL ASSETS | - | - | 10,409 | - | - | - | - |
| 2440730 | CAP OUTLAY-IMPROVEMENTS | 70,615 | - | - | - | - | - | - |
| 2440740 | CAP OUTLAY-EQUIPMENT | - | - | - | - | - | - | - |
| 2440911 | TRANS TO AIRPORT CONSTRUCTION FUND | 285,090 | - | 52,632 | 52,632 | 63,289 | 10,657 | 20% |
| 2440990 | FUND BALANCE-UNAPPROPRIATED | - | - | - | 17,405 | - | 17,405 | - |
| | NET REVENUES OVER EXPENDITURES | (65,817) | 747,268 | 668,621 | - | - | | |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|---------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 25 | TRANSPORTATION IMPACT FEES | | | | | | | |
| | REVENUES | | | | | | | |
| 2539100 | TRANSPORTATION IMPACT FEES | 378,955 | 521,339 | 813,511 | 400,000 | 400,000 | | |
| 2539500 | INTEREST EARNINGS | 42,466 | 13,806 | 17,316 | 10,000 | 10,000 | | |
| 2539900 | FUND BALANCE-APPROPRIATED | - | - | - | 1,173,000 | 620,000 | | |
| | TOTAL REVENUE | 421,421 | 535,145 | 830,827 | 1,583,000 | 1,030,000 | | |
| | EXPENDITURES | | | | | | | |
| 2540310 | PROF & TECH SERVICES | 2,433 | 3,577 | - | 38,000 | - | | |
| 2540730 | CAP OUTLAY-STREET WIDENING | 74,130 | 75,209 | 215,716 | 1,545,000 | 1,030,000 | | |
| 2540990 | FUND BALANCE-UNAPPROPRIATED | - | - | - | - | - | | |
| | TOTAL EXPENDITURES | 76,563 | 78,786 | 215,716 | 1,583,000 | 1,030,000 | | |
| | NET REVENUES OVER EXPENDITURES | 344,858 | 456,360 | 615,110 | - | - | | |
| 26 | PARKS & RECREATION IMPACT FEES | | | | | | | |
| | REVENUES | | | | | | | |
| 2639100 | PARKS & RECREATION IMPACT FEES | 530,561 | 742,168 | 990,627 | 400,000 | 400,000 | | |
| 2639500 | INTEREST EARNINGS | 35,162 | 11,541 | 16,415 | 10,000 | 10,000 | | |
| 2639900 | FUND BALANCE-APPROPRIATED | - | - | - | 1,440,000 | 565,000 | | |
| | TOTAL REVENUE | 565,723 | 753,708 | 1,007,042 | 1,850,000 | 975,000 | | |
| | EXPENDITURES | | | | | | | |
| 2640310 | PROF & TECH SERVICES | 2,433 | 3,577 | - | - | - | | |
| 2640730 | CAP OUTLAY-DEVELOPER IMPROVED TRAILS | - | 16,821 | 21,342 | - | - | | |
| 2640731 | CAP OUTLAY-LIGHTING | - | - | - | - | - | | |
| 2640735 | CAP OUTLAY-BURGESS RECREATION COMPLEX | - | - | - | 500,000 | - | | |
| 2640736 | CAP OUTLAY-ARMBRUST RECREATION | - | - | - | 500,000 | - | | |
| 2640737 | CAP OUTLAY-FIDDLERS CANYON PARK | - | - | - | 500,000 | - | | |
| 2640739 | CAP OUTLAY-TRAIL EXPANSION | 306,104 | 164,261 | 81,875 | 350,000 | 975,000 | | |
| | TOTAL EXPENDITURES | 308,537 | 184,659 | 103,217 | 1,850,000 | 975,000 | | |
| | NET REVENUES OVER EXPENDITURES | 257,186 | 569,050 | 903,825 | - | - | | |
| 27 | PUBLIC SAFETY IMPACT FEES | | | | | | | |
| | REVENUES | | | | | | | |
| 2739100 | POLICE IMPACT FEES | 68,975 | 94,780 | 101,389 | 50,000 | 50,000 | | |
| 2739101 | FIRE IMPACT FEES | 64,664 | 84,629 | 213,059 | 51,035 | 51,035 | | |
| 2739500 | INTEREST EARNINGS-POLICE | 660 | 315 | 425 | - | - | | |
| 2739501 | INTEREST EARNINGS-FIRE | 5,089 | 1,125 | 1,560 | 350 | 400 | | |
| | TOTAL REVENUES | 139,389 | 180,849 | 316,434 | 101,385 | 101,435 | | |
| | EXPENDITURES | | | | | | | |
| 2740310 | PROF & TECH SERVICES | 4,866 | 7,153 | - | - | - | | |
| 2740810 | NORTH STATION BOND PAYMENT-IRON CO | 5,021 | 5,021 | - | 6,000 | 6,000 | | |
| 2740910 | TRANS TO MBA FUND | 95,385 | 95,585 | 95,385 | 94,695 | 95,435 | | |
| 2740911 | TRANS TO DEBT SERVICE FUND | 67,665 | 84,912 | - | - | - | | |
| 2740990 | FUND BALANCE-UNAPPROPRIATED | - | - | - | 690 | - | | |
| | TOTAL EXPENDITURES | 172,937 | 192,671 | 95,385 | 101,385 | 101,435 | | |
| | NET REVENUES OVER EXPENDITURES | (33,548) | (11,822) | 221,049 | - | - | | |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|---------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 28 | GOLF COURSE | | | | | | | |
| | REVENUE | | | | | | | |
| 2839100 | GREEN FEES | 448,930 | 603,804 | 648,392 | 550,000 | 607,000 | 57,000 | 10% |
| 2839110 | DRIVING RANGE FEES | 30,225 | 43,803 | 48,397 | 34,718 | 34,718 | - | 0% |
| 2839200 | CART RENTALS | 204,591 | 284,116 | 305,527 | 210,000 | 282,000 | 72,000 | 34% |
| 2839210 | RENT-PRO SHOP | 3,200 | 4,800 | 4,800 | 3,000 | 3,000 | - | 0% |
| 2839300 | LOCAL GRANT | - | - | - | - | - | - | - |
| 2839400 | SALE OF FIXED ASSETS | - | - | - | - | - | - | - |
| 2839600 | SUNDRY REVENUES | - | - | 603 | 500 | 311 | (189) | -38% |
| 2839800 | TRANS FROM GENERAL | 136,189 | 151,657 | 151,657 | 172,123 | 172,123 | - | 0% |
| 2839801 | TRANS FROM CAPITAL IMPROVEMENT | 1,510,800 | 13,885 | 28,766 | - | - | - | - |
| 2839802 | TRANS FROM RAP TAX FUNDS | 232,030 | - | 24,272 | - | - | - | - |
| 2839900 | FUND BALANCE-APPROPRIATED | - | - | - | 50,000 | - | - | - |
| | TOTAL REVENUES | 2,565,965 | 1,102,065 | 1,212,414 | 1,020,341 | 1,099,152 | | |
| | EXPENDITURE | | | | | | | |
| 2840110 | SALARIES & WAGES-PERM | 234,644 | 247,998 | 282,867 | 310,524 | 326,051 | 15,527 | 5% |
| 2840111 | OVERTIME-PERM | 461 | 7 | 606 | 700 | 700 | - | 0% |
| 2840120 | SALARIES & WAGES-TEMP | 121,185 | 140,096 | 147,170 | 147,125 | 165,000 | 17,875 | 12% |
| 2840121 | OVERTIME-TEMP | 400 | 81 | 67 | 200 | 200 | - | 0% |
| 2840123 | SOCIAL SECURITY-TEMP | 9,301 | 10,649 | 11,177 | 11,270 | 12,637 | 1,367 | 12% |
| 2840131 | SOCIAL SECURITY-PERM | 17,570 | 18,433 | 21,289 | 23,809 | 24,996 | 1,187 | 5% |
| 2840132 | EMPLOYEE INSURANCE | 87,777 | 94,096 | 97,241 | 100,255 | 117,669 | 17,414 | 17% |
| 2840133 | STATE RETIREMENT | 39,564 | 43,170 | 49,289 | 52,852 | 55,488 | 2,636 | 5% |
| 2840134 | WORKERS COMPENSATION | 3,172 | 2,654 | 3,862 | 4,860 | 4,680 | (180) | -4% |
| 2840135 | UNEMPLOYMENT INSURANCE | 653 | 478 | 890 | 1,834 | 1,476 | (358) | -20% |
| 2840210 | SUBSCRIPTIONS & MEMBERSHIPS | 1,732 | 860 | 4,801 | 1,500 | 1,500 | - | 0% |
| 2840220 | ADVERTISING | 3,684 | 1,630 | 4,285 | 4,275 | 4,275 | - | 0% |
| 2840230 | TRAVEL & TRAINING | 559 | 850 | 348 | 1,800 | 1,800 | - | 0% |
| 2840240 | OFFICE SUPPLIES & EXPENSE | 3,356 | 5,848 | 6,372 | 4,500 | 4,500 | - | 0% |
| 2840251 | GAS & OIL | 26,981 | 24,180 | 37,768 | 35,650 | 35,650 | - | 0% |
| 2840252 | EQUIPMENT MAINTENANCE | 25,147 | 25,703 | 40,947 | 25,000 | 27,000 | 2,000 | 8% |
| 2840254 | GOLF CART MAINTENANCE | 3,241 | 5,316 | 5,915 | 5,000 | 5,000 | - | 0% |
| 2840261 | JANITORIAL SUPPLIES | 1,656 | 2,096 | 2,399 | 3,000 | 3,000 | - | 0% |
| 2840262 | BUILDING & GROUND MAINTENANCE | 16,414 | 41,421 | 24,627 | 19,000 | 19,000 | - | 0% |
| 2840263 | IRRIGATION SYSTEM MAINTENANCE | 19,611 | 23,461 | 21,067 | 17,000 | 17,000 | - | 0% |
| 2840270 | UTILITIES | 41,743 | 50,418 | 41,610 | 44,000 | 44,000 | - | 0% |
| 2840280 | TELEPHONE | 4,324 | 4,588 | 4,552 | 4,100 | 4,100 | - | 0% |
| 2840311 | AUDIT | 682 | 332 | 332 | 332 | 332 | - | 0% |
| 2840312 | COMPUTER & TECH SERVICES | 2,808 | 2,501 | 2,789 | 1,412 | 4,112 | 2,700 | 191% |
| 2840451 | UNIFORM SERVICE | 235 | 169 | - | 500 | 500 | - | 0% |
| 2840480 | SPECIAL DEPARTMENT SUPPLIES | 31,001 | 31,699 | 58,370 | 38,000 | 42,000 | 4,000 | 11% |
| 2840481 | GOLF CARTS | - | - | 36,504 | 36,000 | 36,000 | - | 0% |
| 2840510 | INSURANCE & SURETY BONDS | 3,862 | 4,058 | 4,583 | 4,788 | 5,726 | 938 | 20% |
| 2840610 | SUNDRY | - | - | - | 475 | 475 | - | 0% |
| 2840612 | SALES TAX | 32,414 | 54,488 | 58,416 | 48,080 | 55,885 | 7,805 | 16% |
| | TOTAL EXPENDITURES | 2,610,224 | 851,163 | 1,038,573 | 1,020,341 | 1,099,152 | | |
| | NET REVENUES OVER EXPENDITURES | (44,259) | 250,901 | 173,841 | - | - | | |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|---------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|----------------|---------------|
| 29 | RAP SALES TAX FUND | | | | | | | |
| | REVENUES | | | | | | | |
| 2939100 | SALES TAX-RAP | 764,559 | 946,877 | 1,132,210 | - | - | | |
| 2939500 | INTEREST EARNINGS | 39,086 | 11,456 | 16,595 | - | - | | |
| 2939900 | FUND BALANCE-APPROPRIATED | - | - | - | 1,087,000 | 1,139,000 | | |
| | TOTAL REVENUES | 803,645 | 958,332 | 1,148,805 | 1,087,000 | 1,139,000 | | |
| | EXPENDITURES | | | | | | | |
| 2940100 | DISTRIBUTIONS TO ARTS PROGRAMS | 223,725 | 227,153 | 258,285 | 362,334 | 379,667 | | |
| 2940200 | DISTRIBUTIONS TO PARKS PROGRAMS | 29,000 | - | 1,600 | 362,333 | 379,667 | | |
| 2940300 | DISTRIBUTIONS TO RECREATION PROGRAMS | - | - | - | 362,333 | 379,666 | | |
| 2940901 | TRANS TO AQUATIC CENTER | - | - | - | - | - | | |
| 2940910 | TRANS TO GENERAL | 255,838 | - | 81,488 | - | - | | |
| 2940912 | TRANS TO GOLF COURSE | 232,030 | 18,349 | 24,272 | - | - | | |
| | TOTAL EXPENDITURES | 740,593 | 245,502 | 365,645 | 1,087,000 | 1,139,000 | | |
| | NET REVENUES OVER EXPENDITURES | 63,052 | 712,830 | 783,160 | - | - | | |
| 30 | TRT SALES TAX FUND | | | | | | | |
| | REVENUES | | | | | | | |
| 3039100 | SALES TAX-TRT | 218,969 | 295,654 | 317,219 | 295,000 | 340,000 | 45,000 | 15% |
| 3039200 | ENTRY FEES-HALF MARATHON | 25,786 | 48,263 | 33,226 | 40,000 | 40,000 | - | 0% |
| 3039201 | ENTRY FEES-TOURNAMENT | - | 2,275 | 20,312 | - | - | - | |
| 3039300 | CORPORATE SPONSORSHIPS | 4,500 | 4,674 | 12,784 | - | - | - | |
| 3039400 | IRON COUNTY-TOURISM | - | - | 13,370 | - | 24,000 | 24,000 | |
| 3039500 | INTEREST EARNINGS | 4,046 | 1,426 | 1,968 | - | - | - | |
| 3039900 | FUND BALANCE-APPROPRIATED | - | - | - | 25,040 | 111,020 | 85,980 | 343% |
| | TOTAL REVENUES | 253,300 | 352,293 | 398,879 | 360,040 | 515,020 | | |
| | EXPENDITURES | | | | | | | |
| 3040100 | DISTRIBUTIONS TO PROGRAMS | 30,000 | 30,000 | 60,000 | 60,000 | 60,000 | - | 0% |
| 3040110 | SALARIES & WAGES-PERM | 59,179 | 56,176 | 55,492 | 62,597 | 71,000 | 8,403 | 13% |
| 3040120 | SALARIES & WAGES-TEMP | - | - | - | - | 10,000 | | |
| 3040123 | SOCIAL SECURITY-TEMP | - | - | - | - | 765 | | |
| 3040131 | SOCIAL SECURITY-PERM | 4,292 | 4,099 | 4,364 | 4,789 | 5,432 | 643 | 13% |
| 3040132 | EMPLOYEE INSURANCE | 18,568 | 21,403 | 14,759 | 22,723 | 23,558 | 835 | 4% |
| 3040133 | STATE RETIREMENT | 9,202 | 9,376 | 9,158 | 11,249 | 12,759 | 1,510 | 13% |
| 3040134 | WORKERS COMPENSATION | 888 | 947 | 954 | 900 | 1,080 | 180 | 20% |
| 3040135 | UNEMPLOYMENT INSURANCE | 102 | 58 | 84 | 250 | 213 | (37) | -15% |
| 3040210 | SUBSCRIPTIONS & MEMBERSHIPS | 848 | 549 | 877 | 1,500 | 8,165 | 6,665 | 444% |
| 3040220 | ADVERTISING | 3,010 | 10,871 | 29,669 | 30,226 | 56,000 | 25,774 | 85% |
| 3040221 | EVENT SPONSORSHIP | 30,566 | 19,273 | 75,295 | 62,500 | 82,000 | 19,500 | 31% |
| 3040222 | EVENT RECRUITMENT | 2,500 | 9,799 | 24,532 | 25,000 | 25,000 | - | 0% |
| 3040223 | RUNNERS SERIES | 32,929 | 41,788 | 52,898 | 62,000 | 92,000 | 30,000 | 48% |
| 3040224 | TOURNAMENTS | 7,202 | - | - | - | - | - | |
| 3040230 | TRAVEL & TRAINING | 2,192 | 52 | 6,478 | 8,000 | 13,000 | 5,000 | 63% |
| 3040240 | OFFICE SUPPLIES & EXPENSE | 443 | 659 | 1,425 | 1,000 | 1,000 | - | 0% |
| 3040251 | GAS & OIL | 1,185 | 94 | 415 | 2,300 | 2,300 | - | 0% |
| 3040252 | EQUIPMENT MAINTENANCE | 412 | 200 | 539 | - | - | - | |
| 3040260 | COMPUTER & TECH SERVICE | 99 | - | - | 420 | 420 | - | 0% |
| 3040280 | TELEPHONE | 182 | 978 | 488 | 850 | 850 | - | 0% |
| 3040310 | PROF & TECH SERVICES | - | - | - | - | - | - | |
| 3040312 | COMPUTER & TECH SERVICE | 960 | 581 | 559 | 420 | 420 | - | 0% |
| 3040510 | INSURANCE & SURETY BONDS | 2,444 | 2,784 | 3,155 | 3,316 | 4,058 | 742 | 22% |
| | TOTAL REVENUES | 207,202 | 209,686 | 341,140 | 360,040 | 470,020 | 209,195 | 58.10% |
| 3040740 | CAP OUTLAY-EQUIPMENT | - | - | 38,680 | - | 45,000 | | |
| 3040900 | TRANS TO GENERAL | - | - | - | - | - | | |
| 3040990 | FUND BALANCE-UNAPPROPRIATED | - | - | - | - | - | | |
| | TOTAL EXPENDITURES | 207,202 | 209,686 | 379,820 | 360,040 | 515,020 | | |
| | NET REVENUES OVER EXPENDITURES | 46,098 | 142,607 | 19,059 | - | - | | |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|--------------------------------|--------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| DEBT SERVICE FUND | | | | | | | | |
| 31 | DEBT SERVICE FUND | | | | | | | |
| REVENUES | | | | | | | | |
| 3139500 | INTEREST EARNINGS | 2,713 | 2,855 | 355 | - | - | | |
| 3139601 | BUILD AMERICA BOND SUBSIDY | 140,773 | - | - | - | - | | |
| 3139800 | TRANS FROM GENERAL FUND | 1,413,376 | 1,414,528 | 510,733 | 510,733 | 510,733 | | |
| 3139801 | TRANS FROM PUBLIC SAFETY IMPACT FEES | 67,665 | 84,912 | - | - | - | | |
| TOTAL REVENUE | | 1,624,526 | 1,502,295 | 511,088 | 510,733 | 510,733 | | |
| EXPENDITURES | | | | | | | | |
| 3140811 | PRINCIPAL-LIBRARY GO BOND | 115,000 | - | - | - | - | | |
| 3140814 | PRINCIPAL-AQUATIC CENTER GO BOND | 362,000 | 441,000 | 446,000 | 446,000 | 446,000 | | |
| 3140815 | PRINCIPAL-SALES TAX BOND | 905,000 | 935,000 | - | - | - | | |
| 3140816 | PRINCIPAL-UDOT SI LOAN | - | - | - | - | - | | |
| 3140821 | INTEREST-LIBRARY GO BOND | 25,100 | - | - | - | - | | |
| 3140824 | INTEREST-AQUATIC CENTER GO BOND | 5,084 | 66,534 | 61,211 | 61,483 | 61,483 | | |
| 3140825 | INTEREST-SALES TAX BOND | 62,138 | 32,725 | - | - | - | | |
| 3140826 | INTEREST-UDOT SI LOAN | - | - | - | - | - | | |
| 3140831 | BANK CHARGES-LIBRARY | - | - | - | 750 | 750 | | |
| 3140832 | BANK CHARGES-SALES TAX | 5,000 | - | - | 2,500 | 2,500 | | |
| 3140840 | BOND CLOSING COSTS | 68,471 | - | - | - | - | | |
| TOTAL EXPENDITURES | | 1,547,792 | 1,475,259 | 507,211 | 510,733 | 510,733 | | |
| NET REVENUES OVER EXPENDITURES | | 76,734 | 27,036 | 3,877 | - | - | | |

CEDAR CITY CORPORATION
BUDGET

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|------------------------------|-------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| CAPITAL PROJECT FUNDS | | | | | | | | |
| 40 | COAL CREEK FLOOD CONTROL PROJECT | | | | | | | |
| | REVENUES | | | | | | | |
| 4038100 | FEDERAL GRANT | - | - | - | - | - | | |
| 4038200 | STATE GRANT | - | - | 53,087 | - | - | | |
| 4039200 | STATE OF UTAH-INTERCHANGE | - | - | - | - | - | | |
| 4039300 | REIMBURSEMENTS-PRIVATE PARTIES | - | - | - | - | - | | |
| 4039800 | TRANS FROM GENERAL FUND-C RD | - | - | - | - | - | | |
| 4039801 | TRANS FROM TRANS IMPACT FEES | - | - | - | - | - | | |
| | TOTAL REVENUES | - | - | 53,087 | - | - | | |
| | EXPENDITURES | | | | | | | |
| 4041730 | CAP OUTLAY-COAL CREEK FLOOD PROJECT | - | - | - | - | - | | |
| 4041740 | CAP OUTLAY-COAL CREEK CHANNEL | - | - | 53,087 | - | - | | |
| | TOTAL EXPENDITURES | - | - | 53,087 | - | - | | |
| | NET REVENUES OVER EXPENDITURES | - | - | - | - | - | | |
| 41 | AQUATIC CENTER | | | | | | | |
| | REVENUES | | | | | | | |
| 4139100 | BOND PROCEEDS | - | - | - | - | - | | |
| 4139800 | TRANS FROM CAPITAL IMPROVEMENT | 75,688 | 141,768 | - | - | - | | |
| 4139801 | TRANS FROM RAP TAX | - | - | - | - | - | | |
| | TOTAL REVENUES | 75,688 | 141,768 | - | - | - | | |
| | EXPENDITURES | | | | | | | |
| 4140720 | CAP OUTLAY-BUILDINGS | 75,687 | 141,768 | - | - | - | | |
| 4140740 | CAP OUTLAY-EQUIPMENT | - | - | - | - | - | | |
| 4140790 | CAP OUTLAY-RAP TAX | - | - | - | - | - | | |
| | TOTAL EXPENDITURES | 75,687 | 141,768 | - | - | - | | |
| | NET REVENUES OVER EXPENDITURES | 1 | (0) | - | - | - | | |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|---------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 43 | <u>AIRPORT CONSTRUCTION FUND</u> | | | | | | | |
| | REVENUES | | | | | | | |
| 4339100 | FED GRANT-FAA ENTITLEMENT | 10,853,547 | 6,962,670 | 811,460 | 1,000,000 | 1,000,000 | | |
| 4339104 | PRIVATE GRANTS | - | - | - | - | - | | |
| 4339106 | STATE GRANT-AIRPORT | 615,624 | 42,671 | - | - | - | | |
| 4339500 | INTEREST EARNINGS | - | - | - | - | - | | |
| 4339800 | TRANS FROM AIRPORT FUND | 285,090 | - | 52,632 | 52,632 | 52,632 | | |
| | <u>TOTAL REVENUE</u> | <u>11,754,261</u> | <u>7,005,341</u> | <u>864,092</u> | <u>1,052,632</u> | <u>1,052,632</u> | | |
| | EXPENDITURES | | | | | | | |
| 4340310 | PROF & TECH SERVICES | - | - | 3,400 | - | - | | |
| 4340720 | CAP OUTLAY-IMPROVEMENTS | - | - | - | 1,052,632 | 1,052,632 | | |
| 4340721 | CAP OUTLAY-AIRPORT TERMINAL | - | - | - | - | - | | |
| 4340724 | CAP OUTLAY-AP IMP/EDA | - | - | - | - | - | | |
| 4340731 | CAP OUTLAY-ACCESS ROAD | - | - | 682 | - | - | | |
| 4340732 | CAP OUTLAY-RUNWAY LIGHTING | 11,599,886 | 5,409,012 | 2,785 | - | - | | |
| 4340733 | CAP OUTLAY-TAXI LANES | 8,443 | 979,401 | 328,122 | - | - | | |
| 4340740 | CAP OUTLAY-EQUIPMENT | - | 31,422 | 529,103 | - | - | | |
| 4340820 | STATE GRANT-AIRPORT IMPROVE | 145,932 | 585,507 | - | - | - | | |
| | <u>TOTAL EXPENDITURES</u> | <u>11,754,261</u> | <u>7,005,341</u> | <u>864,092</u> | <u>1,052,632</u> | <u>1,052,632</u> | | |
| | <u>NET REVENUES OVER EXPENDITURES</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | | |
| 44 | <u>WESTVIEW DRIVE CAPITAL PROJECT</u> | | | | | | | |
| | REVENUES | | | | | | | |
| 4439100 | CORRIDOR PRESERVATION FUND | 209,288 | - | - | - | - | | |
| | <u>TOTAL REVENUES</u> | <u>209,288</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | | |
| | EXPENDITURES | | | | | | | |
| 4440734 | CAP OUTLAY-WESTVIEW DRIVE | 182,863 | 26,426 | - | - | - | | |
| | <u>TOTAL EXPENDITURES</u> | <u>182,863</u> | <u>26,426</u> | <u>-</u> | <u>-</u> | <u>-</u> | | |
| | <u>NET REVENUES OVER EXPENDITURES</u> | <u>26,426</u> | <u>(26,426)</u> | <u>-</u> | <u>-</u> | <u>-</u> | | |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|---------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 46 | CAPITAL IMPROVEMENT FUND | | | | | | | |
| | REVENUES | | | | | | | |
| 4639410 | TRANS FROM GENERAL FUND | 3,000,000 | 4,181,372 | 4,573,226 | 329,850 | 329,850 | - | 0% |
| 4639430 | TRANS FROM STORM DRAIN FUND | 26,741 | 26,507 | 1,217 | 25,055 | 25,055 | - | 0% |
| 4639450 | TRANS FROM SID GUARANTEE FUND | - | - | - | - | - | - | - |
| 4639500 | INTEREST EARNINGS | 240,898 | 67,104 | 93,158 | - | - | - | - |
| 4639990 | FUND BALANCE-APPROPRIATED | - | - | - | 2,983,361 | 11,825,788 | 8,842,427 | 296% |
| | TOTAL REVENUE | 3,267,638 | 4,274,983 | 4,667,601 | 3,338,266 | 12,180,693 | | |
| | EXPENDITURES | | | | | | | |
| 4695920 | TRANS TO ANIMAL SHELTER | 60,757 | - | - | - | - | - | - |
| 4695923 | TRANS TO AQUATIC CENTER | 155,995 | 73,787 | 29,260 | - | 35,000 | 35,000 | - |
| 4695924 | TRANS TO AQUATIC CENTER CONST | 75,688 | 141,768 | - | - | - | - | - |
| 4695930 | TRANS TO GENERAL FUND | 1,096,871 | 248,512 | 211,000 | 3,198,486 | 1,959,485 | (1,239,001) | -39% |
| 4695942 | TRANS TO CATS | - | - | - | 19,000 | 20,600 | 1,600 | 8% |
| 4695943 | TRANS TO GOLF COURSE | 1,510,800 | 13,885 | 28,766 | - | - | - | - |
| 4695950 | TRANS TO WATER | - | - | - | - | 9,996,000 | 9,996,000 | - |
| 4695960 | TRANS TO PUBLIC WORKS COMPLEX | 142,090 | 101,201 | 15,646 | 120,780 | 169,608 | 48,828 | 40% |
| | TOTAL EXPENDITURES | 3,042,201 | 579,153 | 284,672 | 3,338,266 | 12,180,693 | | |
| | NET REVENUES OVER EXPENDITURES | 225,437 | 3,695,830 | 4,382,929 | - | - | | |
| 49 | ANIMAL SHELTER PROJECT | | | | | | | |
| | REVENUES | | | | | | | |
| 4939100 | DONATIONS | 43,579 | 3,438 | 4,250 | - | - | - | - |
| 4939400 | TRANS FROM CAP IMPROVEMENT | 60,757 | - | - | - | - | - | - |
| | TOTAL REVENUES | 104,336 | 3,438 | 4,250 | - | - | | |
| | EXPENDITURES | | | | | | | |
| 4940723 | CAP OUTLAY-SITE WORK | 60,757 | - | - | - | - | - | - |
| | TOTAL EXPENDITURES | 60,757 | - | - | - | - | | |
| | NET REVENUES OVER EXPENDITURES | 43,579 | 3,438 | 4,250 | - | - | | |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|------------------|------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| ENTERPRISE FUNDS | | | | | | | | |
| 51 | WATER FUND | | | | | | | |
| REVENUE | | | | | | | | |
| 5136200 | HYDRANT METER RENTALS | 1,888 | 4,285 | 5,010 | 4,000 | 4,000 | - | 0% |
| 5137110 | METERED WATER SALES | 4,670,494 | 4,828,817 | 4,398,783 | 4,828,000 | 5,100,000 | 272,000 | 6% |
| 5137115 | UNMETERED WATER SALES | 48,455 | 48,455 | 48,455 | 48,455 | 67,830 | 19,375 | 40% |
| 5137130 | IRRIGATION WATER | 5,097 | 3,951 | 3,936 | 4,500 | 4,500 | - | 0% |
| 5137160 | CONNECTION FEES | 137,268 | 215,982 | 225,991 | 215,000 | 215,000 | - | 0% |
| 5137161 | IMPACT FEES | 743,971 | 1,170,419 | 1,429,066 | 700,000 | 700,000 | - | 0% |
| 5137165 | WATER ACQUISITION FEE | 515,801 | 1,036,326 | 3,093,409 | 500,000 | 500,000 | - | 0% |
| 5137170 | LATE PENALTIES | 91,418 | 97,475 | 112,585 | 80,000 | 80,000 | - | 0% |
| 5137191 | TAPPING FEES | 1,170 | 720 | 540 | 500 | 500 | - | 0% |
| 5137801 | STATE GRANT-BOARD OF WATER RES | - | - | - | - | 1,300,000 | 1,300,000 | - |
| 5138100 | INTEREST EARNINGS | 190,112 | 61,434 | 73,871 | 60,000 | 60,000 | - | 0% |
| 5138110 | INTEREST EARNINGS-IMPACT FEES | 90,987 | 26,930 | 34,503 | 27,000 | 27,000 | - | 0% |
| 5138301 | TRANS FROM PUBLIC WORKS FACILITIES | 35,952 | 34,949 | 30,518 | 30,518 | 30,518 | - | 0% |
| 5138302 | TRANS FROM CAPITAL IMPROVEMENT | - | - | - | - | 9,996,000 | 9,996,000 | - |
| 5138400 | SALE OF FIXED ASSETS | 37,850 | 36,722 | - | - | - | - | - |
| 5138900 | SUNDRY | 44,731 | 7,013 | 19,064 | - | - | - | - |
| 5139700 | CONTRIBUTIONS-OTHER SOURCES | 2,141,625 | 1,157,435 | 4,109,776 | - | - | - | - |
| 5139800 | FUND BALANCE-APPROPRIATED | - | - | - | 3,493,398 | 606,164 | (2,887,234) | -83% |
| TOTAL REVENUE | | 8,756,819 | 8,730,915 | 13,585,506 | 9,991,371 | 18,691,512 | | |
| EXPENSES | | | | | | | | |
| 5140110 | SALARY & WAGES-PERM | 614,530 | 651,580 | 792,317 | 773,360 | 795,045 | 21,685 | 3% |
| 5140111 | OVERTIME-PERM | 26,366 | 29,560 | 36,571 | 30,000 | 40,000 | 10,000 | 33% |
| 5140120 | SALARY & WAGES-TEMP | 15,048 | - | - | - | 65,000 | 65,000 | - |
| 5140121 | OVERTIME-TEMP | 107 | - | - | - | - | - | - |
| 5140123 | SOCIAL SECURITY-TEMP | 1,159 | - | - | - | 4,973 | 4,973 | - |
| 5140131 | SOCIAL SECURITY-PERM | 47,799 | 50,643 | 57,364 | 61,457 | 63,881 | 2,424 | 4% |
| 5140132 | EMPLOYEE INSURANCE | 188,396 | 204,666 | 223,129 | 251,723 | 238,696 | (13,027) | -5% |
| 5140133 | STATE RETIREMENT | 136,115 | 48,472 | (10,961) | 140,353 | 144,978 | 4,625 | 3% |
| 5140134 | WORKERS COMPENSATION | 11,672 | 12,581 | 14,296 | 14,940 | 14,400 | (540) | -4% |
| 5140135 | UNEMPLOYMENT INSURANCE | 917 | 644 | 1,559 | 3,213 | 2,700 | (513) | -16% |
| 5140140 | COMPENSATED ABSENCES EXPENSE | - | - | - | - | - | - | - |
| 5140210 | SUBSCRIPTIONS & MEMBERSHIPS | 2,778 | 2,943 | 3,534 | 4,000 | 4,000 | - | 0% |
| 5140220 | PUBLIC NOTICES | - | 2,576 | 405 | 5,000 | 5,000 | - | 0% |
| 5140230 | TRAVEL & TRAINING | 1,564 | 3,420 | 7,053 | 7,500 | 9,500 | 2,000 | 27% |
| 5140240 | OFFICE SUPPLIES & EXPENSE | 52,849 | 47,238 | 37,040 | 61,000 | 61,000 | - | 0% |
| 5140251 | GAS & OIL | 32,272 | 34,972 | 54,645 | 70,150 | 70,150 | - | 0% |
| 5140252 | EQUIPMENT MAINTENANCE | 10,811 | 7,436 | 14,943 | 30,000 | 30,000 | - | 0% |
| 5140253 | LEASE & RENT PAYMENTS | 7,000 | 7,411 | 7,000 | 13,000 | 13,000 | - | 0% |
| 5140255 | MAINTENANCE-WATER SYSTEM | 228,251 | 237,370 | 397,877 | 365,000 | 535,000 | 170,000 | 47% |
| 5140256 | MAINTENANCE-CONCRETE | 9,591 | 1,936 | 1,303 | 23,000 | 23,000 | - | 0% |
| 5140257 | MAINTENANCE-LAKE AT THE HILLS | 1,593 | 552 | 200 | 5,000 | 5,000 | - | 0% |
| 5140262 | MAINTENANCE-WELL HOUSES | 5,629 | 4,587 | 6,401 | 5,000 | 6,000 | 1,000 | 20% |
| 5140270 | UTILITIES | 592,577 | 866,911 | 757,238 | 850,000 | 850,000 | - | 0% |
| 5140280 | TELEPHONE | 5,915 | 7,008 | 6,913 | 8,500 | 8,500 | - | 0% |
| 5140300 | ADMINISTRATION FEES | 265,655 | 315,792 | 321,519 | 320,491 | 320,491 | - | 0% |
| 5140310 | PROF & TECH SERVICES | 28,183 | 40,115 | 100,673 | 12,000 | 12,000 | - | 0% |
| 5140311 | AUDIT | 7,435 | 6,827 | 7,500 | 8,327 | 8,327 | - | 0% |
| 5140312 | COMPUTER & TECH SERVICES | 3,640 | 2,805 | 8,086 | 5,488 | 5,488 | - | 0% |
| 5140315 | IRRIGATION EXPENSE | 10,573 | 10,021 | 10,584 | 11,000 | 11,000 | - | 0% |
| 5140316 | WHOLE SALE WATER PURCHASE | - | 627 | 3,987 | 20,000 | 20,000 | - | 0% |
| 5140451 | UNIFORM SERVICE | 2,948 | 2,199 | 1,580 | 4,000 | 5,000 | 1,000 | 25% |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------------------------------------|-----------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 5140480 | SPECIAL DEPARTMENT SUPPLIES | 21,740 | 5,537 | 10,973 | 35,000 | 35,000 | - | 0% |
| 5140481 | WATER METERS-NEW | 436,547 | 472,561 | 323,161 | 500,000 | 500,000 | - | 0% |
| 5140510 | INSURANCE & SURETY BOND | 15,610 | 19,963 | 22,981 | 19,234 | 22,704 | 3,470 | 18% |
| 5140511 | LEGAL CLAIMS | 1,322 | 5,000 | - | 5,100 | 5,100 | - | 0% |
| 5140610 | SUNDRY | 1,243 | 472 | 531 | 1,000 | 1,000 | - | 0% |
| 5140611 | EMPLOYEE RECOGNITION | - | - | 2,190 | 1,950 | 1,950 | - | 0% |
| 5140612 | WATER CONSERVATION PROGRAM | - | - | - | 54,000 | 54,000 | - | 0% |
| 5140650 | DEPRECIATION | 1,280,483 | 1,336,609 | 1,353,369 | - | - | - | - |
| | | 4,068,319 | 4,441,016 | 4,575,959 | 3,719,786 | 3,991,883 | 272,097 | 7.31% |
| 5140700 | CAP OUTLAY-NONCAPITAL ASSETS | - | - | 194,828 | - | 400,000 | - | - |
| 5140710 | CAP OUTLAY-LAND | - | - | - | - | - | - | - |
| 5140711 | CAP OUTLAY-WELLS | 57,207 | 7,081 | 18,080 | 3,000,000 | 900,000 | - | - |
| 5140712 | CAP OUTLAY-WATER RIGHTS | 139,019 | 888,590 | 55,314 | 170,000 | 150,000 | - | - |
| 5140720 | CAP OUTLAY-BUILDINGS & STRUCTURES | - | - | - | - | - | - | - |
| 5140721 | CAP OUTLAY-WELLS EAST | - | - | - | - | 4,000,000 | - | - |
| 5140722 | CAP OUTLAY-CEDAR CANYON TANK | - | 6,515 | 579,620 | 900,000 | 150,000 | - | - |
| 5140730 | CAP OUTLAY-IMPROVEMENTS | 194,614 | 605 | - | - | - | - | - |
| 5140731 | CAP OUTLAY-LINE REPLACEMENT | 50 | 502,271 | 104,618 | 1,038,000 | 330,000 | - | - |
| 5140732 | CAP OUTLAY-LINE UPSIZING | 386,486 | 188,500 | 426,448 | 700,000 | 1,400,000 | - | - |
| 5140733 | CAP OUTLAY-RIGHT HAND SPRING LINE | - | - | 1,714 | - | 11,000 | - | - |
| 5140734 | CAP OUTLAY-SHURTZ SPRING LINE | - | - | - | - | - | - | - |
| 5140735 | CAP OUTLAY-CEDAR CANYON LINE | - | - | - | - | 5,200,000 | - | - |
| 5140736 | CAP OUTLAY-AIRPORT ROAD LINE | - | 130,788 | 96,061 | - | - | - | - |
| 5140737 | CAP OUTLAY-WESTVIEW DRIVE LINE | 833 | - | - | - | - | - | - |
| 5140738 | CAP OUTLAY-200 N PUMP STATION | - | - | - | - | - | - | - |
| 5140739 | CAP OUTLAY-NORTH TANK BOOSTER | - | - | - | - | - | - | - |
| 5140740 | CAP OUTLAY-EQUIPMENT | 29,879 | 33,415 | 15,317 | 58,500 | 442,000 | - | - |
| 5140741 | CAP OUTLAY-VEHICLES | 60,145 | 33,080 | 37,364 | - | - | - | - |
| 5140810 | DEBT SERVICE-PRINCIPAL | 175,000 | 185,000 | 215,956 | 185,000 | 185,000 | - | 0% |
| 5140820 | DEBT SERVICE-INTEREST | 102,208 | 95,645 | 48,164 | 95,645 | 95,645 | - | 0% |
| 5140850 | STATE GRANT-WATER PROJECT | - | - | - | - | 1,300,000 | - | - |
| 5140916 | TRANS TO PUBLIC WORKS FACILITIES | 200,000 | 82,716 | 12,788 | 124,440 | 135,984 | 11,544 | 9% |
| TOTAL EXPENDITURES | | 5,413,760 | 6,595,223 | 6,382,229 | 9,991,371 | 18,691,512 | | |
| NET REVENUES OVER EXPENDITURES | | 3,343,058 | 2,135,692 | 7,203,277 | - | - | | |

CEDAR CITY CORPORATION
BUDGET

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|----------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 52 | SEWER COLLECTION FUND | | | | | | | |
| | REVENUE | | | | | | | |
| 5237161 | IMPACT FEES | 120,585 | 187,386 | 355,281 | 100,000 | 100,000 | - | 0% |
| 5237191 | TAPPING FEES | 897 | 720 | 720 | 300 | 300 | - | 0% |
| 5237310 | SEWER SERVICE | 1,874,904 | 1,857,137 | 1,944,688 | 1,857,000 | 1,857,000 | - | 0% |
| 5237312 | SEWER SERVICE-IRON COUNTY | 51,553 | 76,151 | 75,732 | 76,000 | 76,000 | - | 0% |
| 5237340 | CONNECTION FEES | 1,950 | 19,756 | 11,272 | - | - | - | - |
| 5237400 | LIFT STATION UPGRADE FEE | 6,160 | 7,230 | 5,775 | - | - | - | - |
| 5238100 | INTEREST EARNINGS | 85,658 | 23,460 | 37,016 | 25,000 | 25,000 | - | 0% |
| 5238110 | INTEREST-IMPACT FEES | 1,246 | 335 | 1,934 | - | - | - | - |
| 5238900 | SUNDRY | - | 1,772 | - | - | - | - | - |
| 5238910 | REIMB SEWER LINE REPLACEMENT | - | - | 15,652 | - | - | - | - |
| 5239700 | CONTRIBUTIONS-OTHER SOURCES | 321,011 | 585,822 | 1,591,860 | - | - | - | - |
| 5239800 | FUND BALANCE-APPROPRIATED | - | - | - | 532,815 | 712,510 | 179,695 | 34% |
| | TOTAL REVENUE | 2,463,963 | 2,759,768 | 4,039,930 | 2,591,115 | 2,770,810 | | |
| | EXPENSES | | | | | | | |
| 5255110 | SALARY & WAGES-PERM | 184,043 | 218,827 | 269,158 | 273,058 | 288,141 | 15,083 | 6% |
| 5255111 | OVERTIME-PERM | 15,956 | 14,446 | 15,806 | 22,000 | 26,000 | 4,000 | 18% |
| 5255131 | SOCIAL SECURITY-PERM | 14,749 | 17,214 | 20,046 | 22,572 | 24,032 | 1,460 | 6% |
| 5255132 | EMPLOYEE INSURANCE | 80,699 | 98,962 | 106,797 | 107,824 | 111,700 | 3,876 | 4% |
| 5255133 | STATE RETIREMENT | 41,151 | 19,549 | 5,496 | 51,178 | 54,489 | 3,311 | 6% |
| 5255134 | WORKERS COMPENSATION | 3,426 | 4,233 | 4,873 | 5,220 | 5,220 | - | 0% |
| 5255135 | UNEMPLOYMENT INSURANCE | 298 | 228 | 532 | 1,180 | 942 | (238) | -20% |
| 5255140 | COMPENSATED ABSENCES EXPENSE | - | - | - | - | - | - | - |
| 5255230 | TRAVEL & TRAINING | 735 | 1,443 | 2,912 | 4,000 | 4,000 | - | 0% |
| 5255240 | OFFICE SUPPLIES & EXPENSE | 2,358 | 641 | 290 | 1,900 | 1,900 | - | 0% |
| 5255251 | GAS & OIL | 13,833 | 18,439 | 29,354 | 30,000 | 30,000 | - | 0% |
| 5255252 | EQUIPMENT MAINTENANCE | 16,126 | 17,783 | 20,160 | 30,000 | 30,000 | - | 0% |
| 5255270 | UTILITIES | 15,213 | 7,724 | 8,188 | 26,300 | 26,300 | - | 0% |
| 5255280 | TELEPHONE | 3,391 | 5,023 | 4,945 | 3,900 | 3,900 | - | 0% |
| 5255290 | SEWER LINE MAINTENANCE | 134,634 | 143,314 | 22,880 | 150,000 | 150,000 | - | 0% |
| 5255300 | ADMINISTRATION FEES | 85,116 | 117,695 | 126,526 | 125,671 | 125,671 | - | 0% |
| 5255310 | PROF & TECH SERVICES | 2,433 | 3,657 | 29,440 | 4,750 | 4,750 | - | 0% |
| 5255311 | AUDIT | 3,984 | 4,667 | 5,500 | 6,167 | 6,167 | - | 0% |
| 5255312 | COMPUTER & TECH SERVICES | 1,464 | 1,721 | 6,244 | 5,706 | 5,706 | - | 0% |
| 5255451 | UNIFORM SERVICE | 866 | 1,392 | 1,553 | 2,500 | 2,500 | - | 0% |
| 5255480 | SPECIAL DEPT SUPPLIES | 11,696 | 5,111 | 6,366 | 13,000 | 13,000 | - | 0% |
| 5255510 | INSURANCE & SURETY BONDS | 9,522 | 10,352 | 11,570 | 12,442 | 14,054 | 1,612 | 13% |
| 5255511 | LEGAL CLAIMS | 1,647 | - | - | 7,500 | 7,500 | - | 0% |
| 5255610 | SUNDRY | 329 | 471 | 1,107 | 750 | 750 | - | 0% |
| 5255611 | EMPLOYEE RECOGNITION | - | - | 1,000 | 750 | 750 | - | 0% |
| 5255650 | DEPRECIATION | 677,336 | 776,747 | 813,562 | - | - | - | - |
| | | 1,321,004 | 1,489,640 | 1,513,315 | 908,368 | 937,472 | 29,104 | 3.20% |
| 5255700 | CAP OUTLAY-MANHOLE REHAB | - | - | - | - | - | - | - |
| 5255730 | CAP OUTLAY-IMPROVEMENTS | - | 147,941 | 191,459 | 800,000 | 700,000 | - | - |
| 5255731 | CAP OUTLAY-LINE REPLACEMENT | 9,629 | - | 508,099 | 500,000 | 500,000 | - | - |
| 5255732 | CAP OUTLAY-LINE UPSIZING | 52,400 | - | 115,265 | 200,000 | 400,000 | - | - |
| 5255734 | CAP OUTLAY-WESTVIEW DRIVE | 922,659 | - | - | - | - | - | - |
| 5255735 | CAP OUTLAY-2400 NORTH LINE | - | - | - | - | 50,000 | - | - |
| 5255739 | CAP OUTLAY-4500 W | 671,469 | - | - | - | - | - | - |
| 5255740 | CAP OUTLAY-EQUIPMENT | - | - | - | 9,000 | - | - | - |
| 5255741 | CAP OUTLAY-VEHICLES | - | 239,970 | 465,493 | - | - | - | - |
| 5255914 | TRANS TO SEWER PLANT FUND | 125,058 | 125,058 | 125,058 | 125,058 | 125,058 | - | 0% |
| 5255916 | TRANS TO PUBLIC WORKS FACILITIES | 200,000 | 93,864 | 12,561 | 48,689 | 58,280 | 9,591 | 20% |
| 5255990 | FUND BALANCE-UNAPPROPRIATED | - | - | - | - | - | - | - |
| | TOTAL EXPENDITURES | 3,302,218 | 2,096,473 | 2,931,251 | 2,591,115 | 2,770,810 | | |
| | NET REVENUES OVER EXPENDITURES | (838,255) | 663,296 | 1,108,679 | - | - | | |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|---------------------------------------|-------------------|--------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 53 | SEWER PLANT FUND | | | | | | | |
| | REVENUE | | | | | | | |
| 5337161 | SEWER PLANT IMPACT FEES | 265,703 | 390,251 | 358,150 | 300,000 | 300,000 | - | 0% |
| 5337310 | SEWER SERVICE | 2,186,818 | 2,371,270 | 2,479,292 | 2,371,270 | 2,371,270 | - | 0% |
| 5337311 | SEWER SERVICE-ENOCH | 131,682 | 164,503 | 141,250 | 164,503 | 164,503 | - | 0% |
| 5337312 | SEWER SERVICE-IRON COUNTY | 122,058 | 88,246 | 112,794 | 88,246 | 88,246 | - | 0% |
| 5337315 | UNMETERED SEWER SERVICE | 17,073 | 17,073 | 17,073 | 17,073 | 20,300 | 3,227 | 19% |
| 5337500 | NITRATE MITIGATION-ENOCH CITY | - | 34,092 | 293,989 | - | - | - | - |
| 5338100 | INTEREST EARNINGS | 197,713 | 53,653 | 48,202 | 50,000 | 50,000 | - | 0% |
| 5338110 | INTEREST-IMPACT FEES | 2,586 | 692 | 1,143 | 1,000 | 1,000 | - | 0% |
| 5338400 | SALE OF FIXED ASSETS | 13,040 | 6,774 | 7,024 | - | - | - | - |
| 5338900 | SUNDRY | 4,362 | 3,143 | 4,068 | 2,000 | 2,000 | - | 0% |
| 5338920 | PRETREATMENT FEES | 24,254 | 29,943 | 34,176 | 25,000 | 25,000 | - | 0% |
| 5339400 | TRANS FROM SEWER COLLECTION FUND | 140,823 | 137,678 | 125,058 | 125,058 | 125,058 | - | 0% |
| 5339800 | FUND BALANCE-APPROPRIATED | - | - | - | 225,994 | - | (225,994) | -100% |
| | TOTAL REVENUE | 3,106,113 | 3,297,318 | 3,622,218 | 3,370,144 | 3,147,377 | | |
| | EXPENSES | | | | | | | |
| 5356110 | SALARIES & WAGES-PERM | 384,936 | 424,810 | 538,177 | 537,773 | 609,724 | 71,951 | 13% |
| 5356111 | OVERTIME-PERM | 22,679 | 21,802 | 27,225 | 34,000 | 36,000 | 2,000 | 6% |
| 5356120 | SALARIES & WAGES-TEMP | - | - | - | 2,400 | 2,400 | - | 0% |
| 5356123 | SOCIAL SECURITY-TEMP | - | - | - | 184 | 184 | - | 0% |
| 5356131 | SOCIAL SECURITY-PERM | 31,115 | 34,447 | 39,937 | 43,741 | 49,398 | 5,657 | 13% |
| 5356132 | EMPLOYEE INSURANCE | 140,430 | 150,530 | 170,001 | 175,753 | 204,934 | 29,181 | 17% |
| 5356133 | STATE RETIREMENT | 84,909 | 31,775 | 159 | 98,314 | 110,610 | 12,296 | 13% |
| 5356134 | WORKERS COMPENSATION | 6,471 | 7,623 | 8,770 | 8,280 | 8,640 | 360 | 4% |
| 5356135 | UNEMPLOYMENT INSURANCE | 601 | 454 | 1,069 | 2,297 | 1,944 | (353) | -15% |
| 5356140 | COMPENSATED ABSENCES EXPENSE | - | - | - | - | - | - | - |
| 5356210 | SUBSCRIPTIONS & MEMBERSHIPS | 280 | 457 | 520 | 1,500 | 1,500 | - | 0% |
| 5356220 | PUBLIC NOTICES | 636 | 410 | 41 | 1,000 | 1,000 | - | 0% |
| 5356230 | TRAVEL & TRAINING | 6,429 | 3,147 | 11,552 | 14,000 | 14,000 | - | 0% |
| 5356240 | OFFICE SUPPLIES & EXPENSE | 4,142 | 4,462 | 3,562 | 6,000 | 8,000 | 2,000 | 33% |
| 5356251 | GAS & OIL | 13,528 | 11,831 | 24,358 | 30,500 | 30,500 | - | 0% |
| 5356252 | EQUIPMENT MAINTENANCE | 87,451 | 59,238 | 65,954 | 120,000 | 131,200 | 11,200 | 9% |
| 5356254 | CHEMICALS | 113,439 | 141,579 | 139,518 | 196,500 | 218,000 | 21,500 | 11% |
| 5356261 | JANITORIAL SUPPLIES | 1,046 | 917 | 1,722 | 2,000 | 2,000 | - | 0% |
| 5356262 | BUILDING & GROUND MAINTENANCE | 99,304 | 31,517 | 52,996 | 20,000 | 40,000 | 20,000 | 100% |
| 5356263 | LAUNDRY | 20 | - | - | 100 | 100 | - | 0% |
| 5356270 | UTILITIES | 366,403 | 398,058 | 449,653 | 628,000 | 628,000 | - | 0% |
| 5356280 | TELEPHONE | 3,605 | 4,723 | 4,793 | 4,600 | 4,600 | - | 0% |
| 5356300 | ADMINISTRATION FEES | 128,922 | 165,557 | 173,162 | 188,953 | 195,011 | 6,058 | 3% |
| 5356310 | PROF & TECH SERVICES | 18,755 | 25,078 | 18,825 | 30,000 | 30,000 | - | 0% |
| 5356311 | AUDIT | 4,404 | 5,553 | 6,500 | 7,053 | 7,053 | - | 0% |
| 5356312 | COMPUTER & TECH SERVICES | 4,485 | 6,453 | 5,893 | 12,471 | 12,471 | - | 0% |
| 5356313 | TESTING | 32,528 | 30,441 | 37,972 | 50,000 | 50,000 | - | 0% |
| 5356451 | UNIFORM SERVICE | 2,872 | 4,357 | 3,361 | 5,000 | 5,000 | - | 0% |
| 5356480 | SPECIAL DEPARTMENT SUPPLIES | 15,103 | 11,446 | 12,039 | 20,000 | 20,000 | - | 0% |
| 5356510 | INSURANCE & SURETY BONDS | 11,783 | 12,980 | 14,701 | 15,375 | 18,623 | 3,248 | 21% |
| 5356610 | SUNDRY | 892 | 623 | 605 | 1,000 | 1,000 | - | 0% |
| 5356611 | EMPLOYEE RECOGNITION | - | - | 1,348 | 1,350 | 1,350 | - | 0% |
| 5356650 | DEPRECIATION | 706,074 | 706,693 | 800,035 | - | - | - | - |
| | | 2,293,242 | 2,296,961 | 2,614,450 | 2,258,144 | 2,443,242 | 185,098 | 8.20% |
| 5356720 | CAP OUTLAY-BUILDINGS & STRUCTURES | - | - | - | - | - | - | - |
| 5356730 | CAP OUTLAY-IMPROVEMENTS | 823,573 | 2,407,197 | 234,819 | - | - | - | - |
| 5356732 | CAP OUTLAY-PLANT UPSIZING | - | - | - | - | - | - | - |
| 5356740 | CAP OUTLAY-EQUIPMENT | 5,000 | 174,314 | 92,148 | 1,112,000 | 102,000 | - | - |
| 5356990 | FUND BALANCE-UNAPPROPRIATED | - | - | - | - | 602,135 | 602,135 | - |
| | TOTAL EXPENDITURES | 3,121,815 | 4,878,472 | 2,941,418 | 3,370,144 | 3,147,377 | | |
| | NET REVENUES OVER EXPENDITURES | (15,702) | (1,581,154) | 680,800 | - | - | | |

CEDAR CITY CORPORATION
BUDGET

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|-----------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 54 | STORM DRAIN FUND | | | | | | | |
| | REVENUES | | | | | | | |
| 5437110 | STORM DRAIN FEES | 736,395 | 816,177 | 812,494 | 816,177 | 1,200,000 | 383,823 | 47% |
| 5437115 | CITY DEPT. STORM DRAIN FEES | 13,592 | 13,592 | 13,660 | 13,592 | 27,184 | 13,592 | 100% |
| 5437150 | REIMBURSEMENTS | - | - | 100,000 | - | - | - | - |
| 5437210 | INTEREST EARNINGS | 18,802 | 4,695 | 4,203 | 5,000 | 5,000 | - | 0% |
| 5437211 | INTEREST-IMPACT FEES | 12,610 | 3,929 | 5,081 | 4,000 | 4,000 | - | 0% |
| 5437250 | STORM DRAIN IMPACT FEES | 185,345 | 324,242 | 161,765 | 185,000 | 185,000 | - | 0% |
| 5439600 | BOND PROCEEDS | 25,399 | - | - | - | - | - | - |
| 5439623 | STATE GRANT | - | - | - | - | - | - | - |
| 5439800 | FUND BALANCE-APPROPRIATED | - | - | - | - | 483,060 | 483,060 | - |
| | TOTAL REVENUES | 992,142 | 1,162,634 | 1,097,203 | 1,023,769 | 1,904,244 | | |
| | EXPENSES | | | | | | | |
| 5440110 | SALARIES & WAGES-PERM | 79,755 | 80,814 | 112,504 | 152,603 | 171,281 | 18,678 | 12% |
| 5440111 | OVERTIME-PERM | 1,824 | 273 | 2,115 | 3,000 | 3,000 | - | 0% |
| 5440120 | SALARIES & WAGES-TEMP | - | - | - | 17,994 | 17,994 | - | 0% |
| 5440123 | SOCIAL SECURITY-TEMP | - | - | - | 1,377 | 1,377 | - | 0% |
| 5440131 | SOCIAL SECURITY-PERM | 6,079 | 6,074 | 7,310 | 11,904 | 13,333 | 1,429 | 12% |
| 5440132 | EMPLOYEE INSURANCE | 42,376 | 41,954 | 44,192 | 67,993 | 56,647 | (11,346) | -17% |
| 5440133 | STATE RETIREMENT | 14,851 | 8,932 | 7,261 | 25,245 | 28,269 | 3,024 | 12% |
| 5440134 | WORKERS COMPENSATION | 1,776 | 1,893 | 1,933 | 3,780 | 4,680 | 900 | 24% |
| 5440135 | UNEMPLOYMENT INSURANCE | 149 | 188 | 217 | 694 | 577 | (117) | -17% |
| 5440140 | COMPENSATED ABSENCES | - | - | - | - | - | - | - |
| 5440230 | TRAVEL & TRAINING | - | - | - | 700 | 700 | - | 0% |
| 5440251 | GAS & OIL | 13,305 | 5,531 | 33,979 | 9,775 | 12,025 | 2,250 | 23% |
| 5440252 | EQUIPMENT MAINTENANCE | 13,075 | 6,381 | 17,942 | 7,000 | 7,000 | - | 0% |
| 5440253 | INFRASTRUCTURE MAINTENANCE | 37,587 | 52,161 | 55,099 | 55,000 | 63,800 | 8,800 | 16% |
| 5440280 | TELEPHONE | 569 | 513 | 507 | 500 | 500 | - | 0% |
| 5440300 | ADMINISTRATION FEES | 117,463 | 144,189 | 150,171 | 164,428 | 167,450 | 3,022 | 2% |
| 5440310 | PROF & TECH SERVICES | 20,433 | 3,577 | 138,134 | 3,750 | 3,750 | - | 0% |
| 5440311 | AUDIT | 2,495 | 3,964 | 4,400 | 4,464 | 4,464 | - | 0% |
| 5440451 | UNIFORM SERVICE | (72) | 207 | 250 | 850 | 850 | - | 0% |
| 5440480 | SPECIAL DEPARTMENT SUPPLIES | 784 | 1,191 | 747 | 800 | 800 | - | 0% |
| 5440510 | INSURANCE & SURETY BONDS | 3,242 | 3,400 | 3,687 | 8,999 | 9,915 | 916 | 10% |
| 5440511 | LEGAL CLAIMS | 1,500 | - | - | 6,400 | 6,400 | - | 0% |
| 5440610 | SUNDRY | - | - | - | 250 | 250 | - | 0% |
| 5440611 | EMPLOYEE RECOGNITION | - | - | 50 | 300 | 300 | - | 0% |
| 5440630 | BAD DEBT EXPENSE | - | - | - | - | - | - | - |
| 5440650 | DEPRECIATION | 288,505 | 293,177 | 304,146 | - | - | - | - |
| | | 645,695 | 654,419 | 884,643 | 547,806 | 575,362 | 27,556 | 5.03% |
| 5440730 | CAP OUTLAY-IMPROVEMENTS | - | - | 154,935 | 20,000 | 75,000 | - | - |
| 5440731 | CAP OUTLAY-QUICHAPA CHANNEL | 97,167 | 805 | - | - | - | - | - |
| 5440732 | CAP OUTLAY-LINE UPSIZING | 138,745 | 132,436 | 1,052 | - | 500,000 | - | - |
| 5440733 | CAP OUTLAY-CROSS HOLLOW BASIN | - | 189,343 | - | - | 26,000 | - | - |
| 5440735 | CAP OUTLAY-MOONLIGHT DRIVE | - | - | - | - | 300,000 | - | - |
| 5440736 | CAP OUTLAY-PAIUTE STORM DRAIN | - | - | - | - | 100,000 | - | - |
| 5440737 | CAP OUTLAY-WESTVIEW DRIVE | 2,218 | - | - | - | - | - | - |
| 5440738 | CAP OUTLAY-300 W STORM DRAIN | - | - | - | - | - | - | - |
| 5440740 | CAP OUTLAY-EQUIPMENT | 33,326 | - | - | - | - | - | - |
| 5440741 | CAP OUTLAY-VEHICLES | - | 35,962 | 1,624 | - | - | - | - |
| 5440810 | DEBT SERVICE-PRINCIPAL | 220,000 | 224,000 | 238,000 | 224,000 | 224,000 | - | 0% |
| 5440820 | DEBT SERVICE-INTEREST | 74,733 | 70,883 | 46,251 | 70,883 | 70,883 | - | 0% |
| 5440914 | TRANS TO CAPITAL IMPROVEMENT FUND | 26,741 | 26,507 | 25,055 | 25,055 | 25,055 | - | 0% |
| 5440916 | TRANS TO PUBLIC WORKS FACILITIES | 79,526 | 56,641 | 8,757 | 6,540 | 7,944 | 1,404 | 21% |
| 5440990 | FUND BALANCE-UNAPPROPRIATED | - | - | - | 129,485 | - | (129,485) | -100% |
| | TOTAL EXPENDITURES | 1,318,152 | 1,390,996 | 1,360,317 | 1,023,769 | 1,904,244 | | |
| | NET REVENUES OVER EXPENDITURES | (326,010) | (228,363) | (263,114) | - | - | | |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|---------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 55 | SOLID WASTE FUND | | | | | | | |
| | REVENUES | | | | | | | |
| 5537100 | GARBAGE FEES | 713,793 | 751,762 | 795,772 | 751,762 | 800,000 | 48,238 | 6% |
| 5537105 | CITY DEPT. GARBAGE COLL FEES | 1,080 | 1,080 | 1,080 | 1,080 | 1,800 | 720 | 67% |
| 5537110 | GARBAGE CAN SALES | 55,561 | 89,695 | 84,877 | 89,695 | 89,695 | - | 0% |
| 5537120 | COUNTY PROCESSING FEE | 24,000 | 27,923 | 26,473 | 27,923 | 27,923 | - | 0% |
| 5537130 | DUMPING FEES-BULLOCH PIT | - | - | - | - | - | - | - |
| 5537200 | INTEREST EARNINGS | 42,734 | 8,396 | 8,258 | 8,000 | 8,000 | - | 0% |
| 5537201 | INTEREST EARNINGS-BULLOCH PIT | 1,604 | 382 | 318 | - | - | - | - |
| 5537400 | SALE OF FIXED ASSETS | - | - | - | - | - | 0 | - |
| 5537900 | FUND BALANCE-APPROPRIATED | - | - | - | 226,326 | 231,606 | - | - |
| | TOTAL REVENUE | 838,772 | 879,239 | 916,778 | 1,104,786 | 1,159,024 | | |
| | EXPENSES | | | | | | | |
| 5540110 | SALARIES & WAGES-PERM | 156,224 | 159,111 | 180,318 | 185,386 | 194,656 | 9,270 | 5% |
| 5540111 | OVERTIME-PERM | - | 14 | - | - | - | - | - |
| 5540120 | SALARIES & WAGES-TEMP | 4,183 | 8,347 | 9,253 | 9,353 | 10,800 | 1,447 | 15% |
| 5540123 | SOCIAL SECURITY-TEMP | 320 | 590 | 2,096 | 716 | 827 | 111 | 16% |
| 5540131 | SOCIAL SECURITY-PERM | 12,031 | 12,568 | 13,270 | 14,182 | 14,892 | 710 | 5% |
| 5540132 | EMPLOYEE INSURANCE | 53,846 | 47,444 | 44,803 | 55,351 | 54,834 | (517) | -1% |
| 5540133 | STATE RETIREMENT | 27,863 | 11,854 | 1,461 | 30,889 | 32,433 | 1,544 | 5% |
| 5540134 | WORKERS COMPENSATION | 3,679 | 3,922 | 4,661 | 4,680 | 5,220 | 540 | 12% |
| 5540135 | UNEMPLOYMENT INSURANCE | 297 | 117 | 420 | 779 | 616 | (163) | -21% |
| 5540140 | COMPENSATED ABSENCES | - | - | - | - | - | - | - |
| 5540230 | TRAVEL & TRAINING | - | - | - | 500 | 500 | - | 0% |
| 5540251 | GAS & OIL | 48,115 | 48,387 | 82,480 | 74,520 | 74,520 | - | 0% |
| 5540252 | EQUIPMENT MAINTENANCE | 41,640 | 33,132 | 34,117 | 37,300 | 37,300 | - | 0% |
| 5540270 | UTILITIES | 124 | 137 | 138 | 200 | 200 | - | 0% |
| 5540300 | ADMINISTRATION FEES | 139,003 | 143,680 | 152,491 | 164,122 | 165,962 | 1,840 | 1% |
| 5540311 | AUDITING | 2,328 | 3,029 | 4,039 | 4,529 | 4,529 | - | 0% |
| 5540312 | COMPUTER & TECH SERVICES | 121 | - | 1,474 | 353 | 353 | - | 0% |
| 5540451 | UNIFORM SERVICE | 1,253 | 1,279 | 1,317 | 1,400 | 3,000 | 1,600 | 114% |
| 5540480 | SPECIAL DEPARTMENT SUPPLIES | 3,403 | 846 | 2,253 | 1,500 | 3,900 | 2,400 | 160% |
| 5540481 | GARBAGE CANS | 57,978 | 71,117 | 79,511 | 105,700 | 105,700 | - | 0% |
| 5540510 | INSURANCE & SURETY BONDS | 6,652 | 7,388 | 8,261 | 8,999 | 9,915 | 916 | 10% |
| 5540511 | INSURANCE CLAIMS | - | 5,432 | 435 | 5,000 | 5,000 | - | 0% |
| 5540610 | SUNDRY | 198 | 1,164 | 1,062 | 1,500 | 1,500 | - | 0% |
| 5540611 | EMPLOYEE RECOGNITION | - | - | 338 | 600 | 600 | - | 0% |
| 5540612 | SALES TAX | 3,072 | 4,632 | 4,856 | 5,427 | 5,427 | - | 0% |
| 5540640 | LANDFILL CLOSURE EXPENSES | - | 15,204 | 4,893 | - | - | - | - |
| 5540641 | RECYCLING PROGRAM | 31,800 | - | - | 40,000 | - | (40,000) | -100% |
| 5540650 | DEPRECIATION | 121,902 | 148,625 | 166,287 | - | - | - | - |
| | | 716,030 | 728,018 | 800,233 | 752,986 | 732,684 | (20,302) | -2.70% |
| 5540740 | CAP OUTLAY-EQUIPMENT | - | 281,630 | 318,647 | 325,400 | 393,700 | - | - |
| 5540916 | TRANS TO PUBLIC WORKS FACILITIES | 399,673 | 284,660 | 44,010 | 26,400 | 32,640 | - | - |
| 5540990 | FUND BALANCE-UNAPPROPRIATED | - | - | - | - | - | - | - |
| | TOTAL EXPENDITURES | 1,115,703 | 1,294,308 | 1,162,891 | 1,104,786 | 1,159,024 | | |
| | NET REVENUES OVER EXPENDITURES | (276,932) | (415,069) | (246,112) | - | - | | |

CEDAR CITY CORPORATION
BUDGET

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|---------|---------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 56 | DOWNTOWN PARKING AUTHORITY | | | | | | | |
| | REVENUE | | | | | | | |
| 5638100 | ASSESSMENTS-MAINTENANCE | 10,693 | 10,130 | 10,110 | 10,700 | 10,700 | - | 0% |
| 5638200 | RENTS-STALLS | 5,625 | 4,998 | 5,399 | 5,800 | 5,800 | - | 0% |
| 5638500 | INTEREST EARNINGS | 704 | 182 | 257 | 500 | 500 | - | 0% |
| 5639100 | ASSESSMENTS-MAINTENANCE | 20,977 | 20,519 | 19,736 | 19,401 | 19,401 | - | 0% |
| 5639200 | RENTS-STALLS | 10,059 | 10,151 | 9,851 | 8,712 | 8,712 | - | 0% |
| 5639500 | INTEREST EARNINGS | 1,881 | 563 | 626 | 1,000 | 1,000 | - | 0% |
| 5639800 | FUND BALANCE-APPROPRIATED | - | - | - | 28,528 | 15,028 | (13,500) | -47% |
| | TOTAL REVENUE | 49,939 | 46,543 | 45,980 | 74,641 | 61,141 | | |
| | EXPENDITURES | | | | | | | |
| 5640262 | BUILDING & GROUND MAINTENANCE | 13,854 | 170 | - | 5,000 | 20,000 | 15,000 | 300% |
| 5640263 | SNOW REMOVAL | 5,525 | 2,600 | 4,900 | 5,000 | 7,000 | 2,000 | 40% |
| 5640311 | AUDIT | 13 | 156 | 156 | 156 | 156 | - | 0% |
| 5640510 | INSURANCE & SURETY BONDS | 604 | 612 | 525 | 612 | 612 | - | 0% |
| 5641262 | BUILDING & GROUND MAINTENANCE | 5,001 | 7,152 | 7,916 | 43,000 | 8,000 | (35,000) | -81% |
| 5641263 | SNOW REMOVAL | 4,813 | 2,256 | 4,670 | 2,500 | 7,000 | 4,500 | 180% |
| 5641264 | SWEEPING | - | - | - | 500 | 500 | - | 0% |
| 5641270 | UTILITIES | 3,651 | 3,285 | 2,683 | 7,800 | 7,800 | - | 0% |
| 5641280 | TELEPHONE | 491 | 541 | 463 | 700 | 700 | - | 0% |
| 5641311 | AUDIT | 22 | 161 | 161 | 161 | 161 | - | 0% |
| 5641510 | INSURANCE & SURETY BONDS | 854 | 862 | 775 | 612 | 612 | - | 0% |
| | | 34,827 | 17,793 | 22,250 | 66,041 | 52,541 | (13,500) | -20.44% |
| 5641900 | TRANS TO REDEVELOPMENT AGENCY FUND | 8,600 | 8,600 | 8,600 | 8,600 | 8,600 | - | - |
| 5641990 | FUND BALANCE-UNAPPROPRIATED | - | - | - | - | - | - | - |
| | TOTAL EXPENDITURES | 43,427 | 26,393 | 30,850 | 74,641 | 61,141 | | |
| | NET REVENUES OVER EXPENDITURES | 6,512 | 20,149 | 15,130 | - | - | | |

**CEDAR CITY CORPORATION
BUDGET**

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|--|--------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| 57 REDEVELOPMENT AGENCY FUND | | | | | | | | |
| REVENUE | | | | | | | | |
| 5739101 | TAXES-PORT 15 | 446,323 | 366,930 | 498,920 | 498,920 | 498,920 | - | 0% |
| 5739103 | TAXES-GENPAK-INCENTIVE | 233,868 | 165,296 | 187,487 | - | - | - | - |
| 5739104 | TAXES-GAF | - | - | - | - | - | - | - |
| 5739105 | TAXES-MSC AEROSPACE | 18,512 | 20,829 | 24,454 | 24,455 | 24,455 | - | 0% |
| 5739106 | TAXES-DECORWORX | - | 12,126 | 15,733 | 15,733 | 15,733 | - | 0% |
| 5739200 | RENTS-LINS BUILDING | 325,000 | 325,000 | 329,062 | 325,000 | 325,000 | - | 0% |
| 5739310 | STATE GRANT-STREET LIGHTS | 75,000 | - | - | - | - | - | - |
| 5739500 | INTEREST EARNINGS | 34,528 | 8,541 | 8,088 | 8,000 | 8,000 | - | 0% |
| 5739801 | TRANS FROM PARKING AUTHORITY | 8,600 | 8,600 | 8,600 | 8,600 | 8,600 | - | 0% |
| 5739900 | FUND BALANCE-APPROPRIATED | - | - | - | - | 435,192 | 435,192 | - |
| TOTAL REVENUE | | 1,141,830 | 907,322 | 1,072,345 | 880,708 | 1,315,900 | | |
| EXPENDITURES | | | | | | | | |
| 5740262 | BUILDING & GROUND MAINTENANCE | 6,071 | 3,025 | 27,376 | 22,000 | 22,000 | - | 0% |
| 5740300 | ADMINISTRATION FEE | 5,000 | 5,000 | 5,025 | 5,000 | 5,000 | - | 0% |
| 5740311 | AUDIT | 2,500 | 1,950 | 1,950 | 1,950 | 1,950 | - | 0% |
| 5740510 | INSURANCE & SURETY BONDS | 6,290 | 7,807 | 8,276 | 8,975 | 10,791 | 1,816 | 20% |
| 5740613 | INCENTIVE-GENPAK | 233,868 | 218,731 | 187,487 | - | - | - | - |
| 5740614 | INCENTIVE-MSC | - | - | - | 24,455 | 24,455 | - | 0% |
| 5740615 | INCENTIVE-GAF | - | - | - | - | - | - | - |
| 5740616 | INCENTIVE-DECORWORX | - | 15,949 | 15,733 | 15,733 | 15,733 | - | 0% |
| 5740620 | PORT 15-DEVELOPER | 185,139 | 202,339 | 206,952 | 206,952 | 206,952 | - | 0% |
| 5740621 | PORT 15-IRON COUNTY SCHOOL DISTRICT | 99,532 | 108,779 | 111,259 | 111,259 | 111,259 | - | 0% |
| 5740622 | PORT 15-CEDAR CITY HOUSING AUTHORITY | 89,267 | 97,560 | 99,784 | 99,784 | 99,784 | - | 0% |
| 5740623 | PORT 15-ECONOMIC INCENTIVES | - | - | - | 55,979 | 55,979 | - | 0% |
| 5740624 | PORT 15-ADMINISTRATION FEE | - | - | - | 24,946 | 24,946 | - | 0% |
| 5740633 | INCENTIVE-TENANT IMPROVEMENTS | - | - | - | 50,000 | 50,000 | - | 0% |
| | | 627,667 | 661,141 | 663,842 | 627,033 | 628,849 | 1,816 | 0.29% |
| 5740730 | CAP OUTLAY-IMPROVEMENTS | 195,625 | 392,611 | 166,187 | - | 500,000 | - | - |
| 5740810 | DEBT SERVICE-PRINCIPAL | 155,000 | 158,000 | 162,000 | 161,555 | 161,555 | - | - |
| 5740820 | DEBT SERVICE-INTEREST | 32,151 | 29,051 | 25,496 | 25,496 | 25,496 | - | - |
| 5740990 | FUND BALANCE-UNAPPROPRIATED | - | - | - | 66,624 | - | - | - |
| TOTAL EXPENDITURES | | 1,010,442 | 1,240,803 | 1,017,525 | 880,708 | 1,315,900 | | |
| NET REVENUES OVER EXPENDITURES | | 131,388 | (333,480) | 54,820 | - | - | | |
| 58 MUNICIPAL BUILDING AUTHORITY | | | | | | | | |
| REVENUE | | | | | | | | |
| 5839500 | INTEREST EARNINGS | 2,752 | 114 | - | - | - | - | - |
| 5839600 | BOND PROCEEDS | - | - | - | - | - | - | - |
| 5839800 | TRANS FROM GENERAL FUND | 127,051 | 32,744 | 32,944 | 65,389 | 64,589 | (800) | -1% |
| 5839801 | TRANS FROM PUBLIC SAFETY IMPACT FEES | 95,385 | 95,585 | 95,385 | 94,695 | 95,435 | 740 | 1% |
| TOTAL REVENUE | | 225,188 | 128,443 | 128,329 | 160,084 | 160,024 | | |
| EXPENDITURES | | | | | | | | |
| 5840220 | PUBLIC NOTICES | - | - | - | 250 | 250 | - | 0% |
| 5840610 | SUNDRY | - | - | - | 280 | 280 | - | 0% |
| 5840720 | CAP OUTLAY-BUILDINGS | 206,781 | - | - | - | - | - | - |
| 5840743 | CAPITAL OUTLAY-FIRE TRUCK | - | - | - | - | - | - | - |
| 5840811 | DEBT SERVICE-PRIN ANIMAL SHEL | - | - | 31,625 | 32,000 | 32,000 | - | 0% |
| 5840812 | DEBT SERVICE-PRIN FIRE TRUCK | 81,000 | 82,000 | 83,000 | 84,000 | 86,000 | 2,000 | 2% |
| 5840821 | DEBT SERVICE-INT ANIMAL SHEL | 30,219 | 31,625 | 30,295 | 31,625 | 30,825 | (800) | -3% |
| 5840822 | DEBT SERVICE-INT FIRE TRUCK | 14,385 | 13,170 | 11,940 | 10,695 | 9,435 | (1,260) | -12% |
| 5840830 | BANK CHARGES | - | - | - | 1,234 | 1,234 | - | 0% |
| TOTAL EXPENDITURES | | 332,385 | 126,795 | 156,860 | 160,084 | 160,024 | | |
| NET REVENUES OVER EXPENDITURES | | (107,198) | 1,648 | (28,531) | - | - | | |

CEDAR CITY CORPORATION
BUDGET

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|--------------------------------------|---------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| INTERNAL SERVICE FUNDS | | | | | | | | |
| 61 | PUBLIC WORKS FACILITIES | | | | | | | |
| REVENUES | | | | | | | | |
| 6139101 | TRANS FROM WATER | 116,136 | 82,716 | 12,788 | 124,440 | 135,984 | 11,544 | 9% |
| 6139102 | TRANS FROM SEWER COLLECTION | 114,070 | 81,244 | 12,561 | 48,689 | 58,280 | 9,591 | 20% |
| 6139103 | TRANS FROM STORM DRAIN | 79,526 | 56,641 | 8,757 | 6,540 | 7,944 | 1,404 | 21% |
| 6139104 | TRANS FROM SOLID WASTE | 399,673 | 284,660 | 44,010 | 26,400 | 32,640 | 6,240 | 24% |
| 6139107 | TRANS FROM CAP IMPROVEMENT FUND | 142,090 | 101,201 | 15,646 | 120,780 | 169,608 | 48,828 | 40% |
| 6139108 | TRANS FROM CATS | 275,065 | 253,639 | - | 3,151 | 3,544 | 393 | 12% |
| 6139200 | ADMINISTRATIVE CHARGES | 93,319 | 162,458 | 201,923 | 207,817 | 218,586 | 10,769 | 5% |
| 6139500 | INTEREST EARNINGS | 302 | 7 | 18 | - | - | - | - |
| 6139600 | SUNDRY REVENUE | - | - | - | - | - | - | - |
| TOTAL REVENUES | | 1,220,181 | 1,022,566 | 295,703 | 537,817 | 626,586 | | |
| EXPENDITURES-PUBLIC WORKS FACILITIES | | | | | | | | |
| 6140110 | SALARIES & WAGES-PERM | - | 24,273 | 40,208 | 48,690 | 51,124 | 2,434 | 5% |
| 6140120 | SALARIES & WAGES-TEMP | 5,237 | 5,421 | 5,640 | 10,165 | 12,165 | 2,000 | 20% |
| 6140123 | SOCIAL SECURITY-TEMP | 400 | 415 | 431 | 777 | 930 | 153 | 20% |
| 6140131 | SOCIAL SECURITY-PERM | 282 | 1,612 | 2,678 | 3,019 | 3,170 | 151 | 5% |
| 6140132 | EMPLOYEE INSURANCE | - | 8,671 | 16,812 | 17,061 | 17,664 | 603 | 4% |
| 6140133 | STATE RETIREMENT | 648 | 4,483 | 8,141 | 8,750 | 9,187 | 437 | 5% |
| 6140134 | WORKERS COMPENSATION | - | - | 1,237 | 720 | 720 | - | 0% |
| 6140135 | UNEMPLOYMENT INSURANCE | 12 | 25 | 84 | 236 | 189 | (46) | -20% |
| 6140230 | TRAVEL & TRAINING | - | - | 213 | 1,000 | 1,000 | - | 0% |
| 6140240 | OFFICE SUPPLIES & EXPENSE | 189 | - | 1,749 | 3,500 | 3,500 | - | 0% |
| 6140251 | GAS & OIL | - | 793 | - | 10,400 | 10,400 | - | 0% |
| 6140252 | EQUIPMENT MAINTENANCE | - | - | - | - | 2,000 | 2,000 | |
| 6140261 | JANITORIAL SUPPLIES | 1,571 | 1,777 | 2,781 | 2,300 | 4,300 | 2,000 | 87% |
| 6140262 | BUILDING & GROUND MAINTENANCE | 6,013 | 6,610 | 9,005 | 11,427 | 11,427 | - | 0% |
| 6140270 | UTILITIES | 38,089 | 19,778 | 20,919 | 26,200 | 26,200 | - | 0% |
| 6140280 | TELEPHONE | - | 348 | 604 | - | - | - | |
| 6140310 | PROF & TECH SERVICES | - | - | 6,505 | 8,000 | 8,000 | - | 0% |
| 6140311 | AUDIT | 67 | 33 | 33 | 33 | 33 | - | 0% |
| 6140312 | COMPUTER & TECH SERVICES | - | 38 | - | 3,353 | 3,353 | - | 0% |
| 6140510 | INSURANCE & SURETY BOND | 2,726 | 3,303 | 3,762 | 3,982 | 5,019 | 1,037 | 26% |
| 6140650 | DEPRECIATION | 30,096 | 30,096 | 70,050 | - | - | - | |
| | | 85,329 | 107,675 | 190,851 | 159,612 | 170,381 | 8,335 | 5.22% |
| 6140730 | CAP OUTLAY-IMPROVEMENTS | 1,126,559 | 860,101 | 93,763 | 330,000 | 330,000 | - | |
| 6140740 | CAP OUTLAY-EQUIPMENT | - | - | - | - | 78,000 | - | |
| 6140900 | TRANS TO GENERAL-PRINCIPAL | 13,978 | 15,119 | 15,119 | 15,119 | 15,119 | - | 0% |
| 6140901 | TRANS TO WATER-PRINCIPAL | 24,119 | 26,087 | 26,087 | 26,087 | 26,087 | - | 0% |
| 6140910 | TRANS TO GENERAL-INTEREST | 6,859 | 5,136 | 2,568 | 2,568 | 2,568 | - | 0% |
| 6140911 | TRANS TO WATER-INTEREST | 11,833 | 8,862 | 4,431 | 4,431 | 4,431 | - | 0% |
| TOTAL EXPENDITURES | | 1,268,678 | 1,022,980 | 332,819 | 537,817 | 626,586 | 0 | 0.00% |
| NET REVENUES OVER EXPENDITURES | | (48,497) | (414) | (37,115) | - | - | | |

CEDAR CITY CORPORATION
BUDGET

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|--------------------------------|--------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| SPECIAL REVENUE FUND | | | | | | | | |
| 76 | PUBLIC SAFETY TASK FORCE | | | | | | | |
| REVENUES | | | | | | | | |
| 7636100 | FEDERAL GRANT | - | - | - | - | - | | |
| 7636110 | STATE GRANT STFG | 45,730 | 22,895 | 50,102 | 60,586 | 60,586 | | |
| 7638310 | CONTRIBUTIONS TO TRUST | - | - | - | - | - | | |
| 7639100 | UNRESTRICTED REVENUES | 29,643 | 29,072 | 22,636 | 11,000 | 11,000 | | |
| 7639500 | INTEREST EARNINGS | 2,286 | 707 | 720 | - | - | | |
| TOTAL REVENUE | | 77,660 | 52,674 | 73,457 | 71,586 | 71,586 | | |
| EXPENDITURES | | | | | | | | |
| 7640110 | SALARY & WAGES-PERM | - | 937 | (4,430) | - | - | | |
| 7640111 | OVERTIME-PERM | 21,815 | 9,650 | 15,514 | 19,500 | 19,500 | | |
| 7640120 | SALARIES & WAGES-TEMP | 4,200 | 4,505 | 4,746 | 5,000 | 5,000 | | |
| 7640123 | SOCIAL SECURITY-TEMP | - | - | - | - | - | | |
| 7640131 | SOCIAL SECURITY-PERM | 775 | 730 | 3,683 | 1,000 | 1,000 | | |
| 7640133 | STATE RETIREMENT | 776 | 832 | 16,190 | 1,000 | 1,000 | | |
| 7640135 | UNEMPLOYMENT INSURANCE | 8 | 4 | 9 | - | - | | |
| 7640210 | EQUIPMENT, SUPPLIES, OPERATING | 6,833 | 5,705 | 4,970 | 14,000 | 14,000 | | |
| 7640230 | TRAVEL & TRAINING | (216) | - | 4,214 | 7,000 | 7,000 | | |
| 7640250 | CONFIDENTIAL INFORMANT | 9,725 | 14,280 | 6,500 | 24,086 | 24,086 | | |
| 7640510 | INSURANCE & SURETY BONDS | 97 | 96 | 108 | - | - | | |
| 7640811 | STATE GRANT | - | - | - | - | - | | |
| 7641210 | EQUIPMENT, SUPPLIES, OPERATING | - | - | - | - | - | | |
| 7642210 | EQUIPMENT, SUPPLIES, OPERATING | - | - | - | - | - | | |
| 7643210 | EQUIPMENT, SUPPLIES, OPERATING | 15,064 | 24,202 | 41,676 | - | - | | |
| 7643230 | TRAVEL & TRAINING | - | 523 | 15,070 | - | - | | |
| TOTAL EXPENDITURES | | 59,077 | 61,463 | 108,250 | 71,586 | 71,586 | | |
| NET REVENUES OVER EXPENDITURES | | 18,583 | (8,789) | (34,792) | - | - | | |

CEDAR CITY CORPORATION
BUDGET

| ACCT # | DESCRIPTION | ACTUAL FY19/20 | ACTUAL FY20/21 | ACTUAL FY21/22 | ADOPTED FY22/23 | PROPOSED FY23/24 | \$ Change | % Change |
|-------------------------------|---------------------------------------|-------------------|-------------------|-------------------|--------------------|---------------------|--------------|-------------|
| SID DEBT SERVICE FUNDS | | | | | | | | |
| 80 | <u>SID GUARANTEE FUND</u> | | | | | | | |
| | REVENUES | | | | | | | |
| 8038100 | INTEREST EARNING | 2 | 1 | 1 | - | - | | |
| 8039400 | TRANS FROM SID 79-2 | - | - | - | - | - | | |
| 8039755 | TRANS FROM SID 97-1 | - | - | - | - | - | | |
| 8039756 | TRANS FROM SID 98-1 | - | - | - | - | - | | |
| | <u>TOTAL REVENUE</u> | <u>2</u> | <u>1</u> | <u>1</u> | <u>-</u> | <u>-</u> | | |
| | EXPENDITURES | | | | | | | |
| 8095900 | TRANS TO CAPITAL IMPROVEMENT FUND | - | - | - | - | - | | |
| | <u>TOTAL EXPENDITURES</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | | |
| | <u>NET REVENUES OVER EXPENDITURES</u> | <u>2</u> | <u>1</u> | <u>1</u> | <u>-</u> | <u>-</u> | | |
| 82 | <u>SID 02-1</u> | | | | | | | |
| | REVENUES | | | | | | | |
| 8239100 | ASSESSMENTS RECEIVED | - | - | - | - | - | | |
| 8239500 | INTEREST EARNINGS | 206 | 57 | 58 | - | - | | |
| 8239800 | TRANS FROM SID GUARANTEE FUND | - | - | - | - | - | | |
| | <u>TOTAL REVENUE</u> | <u>206</u> | <u>57</u> | <u>58</u> | <u>-</u> | <u>-</u> | | |
| | EXPENDITURES | | | | | | | |
| 8240911 | TRANS TO SPEC IMP GUARANTEE FD | - | - | - | - | - | | |
| | <u>TOTAL EXPENDITURES</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | | |
| | <u>NET REVENUES OVER EXPENDITURES</u> | <u>206</u> | <u>57</u> | <u>58</u> | <u>-</u> | <u>-</u> | | |
| 86 | <u>SID 98-1</u> | | | | | | | |
| | REVENUES | | | | | | | |
| 8639100 | SPECIAL ASSESSMENTS RECEIVED | - | - | - | - | - | | |
| 8639500 | INTEREST EARNINGS | 2 | 1 | 1 | - | - | | |
| | <u>TOTAL REVENUE</u> | <u>2</u> | <u>1</u> | <u>1</u> | <u>-</u> | <u>-</u> | | |
| | EXPENDITURES | | | | | | | |
| 8640911 | TRANS TO SID GUARANTEE | - | - | - | - | - | | |
| | <u>TOTAL EXPENDITURES</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | | |
| | <u>NET REVENUES OVER EXPENDITURES</u> | <u>2</u> | <u>1</u> | <u>1</u> | <u>-</u> | <u>-</u> | | |
| 97 | <u>SID 97-1</u> | | | | | | | |
| | REVENUES | | | | | | | |
| 9739100 | SPECIAL ASSESSMENTS RECEIVED | - | - | - | - | - | | |
| 9739500 | INTEREST EARNINGS | 17 | 5 | 5 | - | - | | |
| | <u>TOTAL REVENUE</u> | <u>17</u> | <u>5</u> | <u>5</u> | <u>-</u> | <u>-</u> | | |
| | EXPENDITURES | | | | | | | |
| 9740911 | TRANS TO SID GUARANTEE FUND | - | - | - | - | - | | |
| | <u>TOTAL EXPENDITURES</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | | |
| | <u>NET REVENUES OVER EXPENDITURES</u> | <u>17</u> | <u>5</u> | <u>5</u> | <u>-</u> | <u>-</u> | | |

**CEDAR CITY CORPORATION
FY 2023-24 CAPITAL REQUESTS**

| Priority | Description | Estimated Cost | Carryover | Additional | Approved | Funding Source | Account Code |
|----------------------------------|--|----------------|-----------|------------|-----------|----------------------------|--------------|
| POLICE | | | | | | | |
| 1 | Vehicles (1@\$57,000 - 1@\$49,000 - 4@\$75,000) | 406,000 | - | - | 100,000 | General Fund | 10-70-741 |
| | | - | - | - | 200,000 | Capital Improvement Fund | 10-70-741 |
| 2 | Ballistic Helmets / Plates | 31,000 | - | - | 31,000 | Capital Improvement Fund | 10-70-740 |
| 3 | Driver Feedback Signs | 40,000 | - | - | 20,000 | Capital Improvement Fund | 10-70-740 |
| 4 | Lenslock | 110,000 | - | - | 110,000 | General Fund | 10-70-700 |
| Total Police Requests | | 587,000 | - | - | 461,000 | | |
| FIRE | | | | | | | |
| 1 | Squad #11 Refurbishment | 113,600 | - | - | 113,600 | Capital Improvement Fund | 10-73-741 |
| 2 | Small Rapid Intervention Truck | 135,000 | 100,000 | 35,000 | 35,000 | Capital Improvement Fund | 10-73-741 |
| 3 | Ladder Truck | 1,706,000 | - | - | - | | |
| 4 | South Fire Station #4 Architectural Design | 558,000 | - | - | 558,000 | Capital Improvement Fund | 10-73-720 |
| 5 | Brush #31 Replacement | 300,000 | - | - | - | | |
| 6 | North Fire Station #2 Land Acquisition | 350,000 | - | - | - | | |
| Total Fire Requests | | 3,162,600 | 100,000 | 35,000 | 706,600 | | |
| FLEET | | | | | | | |
| 1 | A/C Machine | 9,000 | - | - | 9,000 | Capital Improvement Fund | 10-78-740 |
| Total Fleet Requests | | 9,000 | - | - | 9,000 | | |
| STREETS & HIGHWAYS | | | | | | | |
| 1 | Industrial Road Parkway | 500,000 | - | - | 500,000 | Transportation Impact Fees | 25-40-730 |
| 2 | Cody Drive | 600,000 | - | - | 600,000 | C-Road Fund | 10-79-736 |
| 3 | 279 CAT Skid Steer (with bucket, mower head & broom) | 110,000 | - | - | - | | |
| 4 | Sander - For Ford 550 Truck | 19,500 | - | - | 19,500 | C-Road Fund | 10-79-741 |
| 5 | Dump Truck (with plow and sander) | 284,500 | - | - | 284,500 | C-Road Fund | 10-79-741 |
| 6 | 326 CAT Excavator | 321,000 | - | - | - | | |
| 7 | Sidewalk Sweeper | 160,000 | - | - | - | | |
| 8 | Coal Creek Channel Repairs | 2,802,970 | 477,566 | 2,325,404 | - | | |
| 9 | Free Right Merge Kitty Hawk From Bulldog Road | 110,000 | 80,000 | 30,000 | 30,000 | Transportation Impact Fees | 25-40-730 |
| 10 | Street Widening for New Developments | 1,100,000 | - | - | 500,000 | Transportation Impact Fees | 25-40-730 |
| 11 | Deceleration Lane on Main Street at 860 West | 120,000 | - | - | - | | |
| 12 | Traffic Studies: Old Hwy 91/Greens Lake, 600 S/1100 W, Royal | 10,000 | - | - | 45,000 | General Fund | 10-81-310 |
| 13 | Intersection Widening at Old Hwy 91 & Greens Lake Dr. | 175,000 | - | - | - | | |
| 13 | South Main Street Lights Completion | 1,150,000 | - | - | 500,000 | Redevelopment Agency Fund | 57-40-730 |
| Total Streets & Highway Requests | | 7,462,970 | 557,566 | 2,355,404 | 2,479,000 | | |
| ENGINEERING | | | | | | | |
| 1 | Large Format Color Plotter | 8,500 | - | - | 8,500 | Capital Improvement Fund | 10-81-740 |
| 2 | Grant - Safe Streets for All | 52,000 | - | - | 52,000 | Federal Grant | 10-81-310 |
| Total Engineering Requests | | 60,500 | - | - | 60,500 | | |

**CEDAR CITY CORPORATION
FY 2023-24 CAPITAL REQUESTS**

| Priority | Description | Estimated Cost | Carryover | Additional | Approved | Funding Source | Account Code |
|--|---|----------------|-----------|------------|-----------|--------------------------|--------------|
| PARKS & CEMETERY | | | | | | | |
| 1 | Cemetery Expansion | 200,000 | - | - | 200,000 | Capital Improvement Fund | 10-83-732 |
| 2 | Cemetery Renovation Design (Plat A) | 50,000 | - | - | - | | |
| 3 | Maintenance Truck | 50,000 | - | - | - | | |
| 4 | Mower | 25,000 | - | - | 25,000 | Capital Improvement Fund | 10-83-740 |
| 5 | Aerator / Seeder | 17,000 | - | - | 17,000 | Capital Improvement Fund | 10-83-740 |
| 6 | Fiddlers Canyon Trail | 995,984 | 125,570 | 661,640 | 275,000 | Parks & Rec Impact Fees | 26-40-739 |
| | | | | | 341,640 | UDOT Grant | 10-83-952 |
| 7 | Industrial Road Trail | 904,304 | 174,778 | 700,000 | 700,000 | Parks & Rec Impact Fees | 26-40-739 |
| 8 | Cross Hollow / Old Sorrel Trail | 1,238,000 | 838,000 | 400,000 | - | | |
| 9 | Cross Hollow Ext. | 429,459 | 29,929 | 375,000 | - | | |
| 10 | Fiddlers Canyon Park | 500,000 | - | - | 500,000 | Capital Improvement Fund | 10-83-742 |
| Total Parks & Cemetery Requests | | 4,409,747 | 1,168,277 | 2,136,640 | 2,058,640 | | |
| RECREATION | | | | | | | |
| 1 | Recreation Center Gymnasium Addition | 4,887,346 | - | - | - | | |
| Total Recreation Requests | | 4,887,346 | - | - | - | | |
| LIBRARY | | | | | | | |
| 1 | Computer Rotation | 6,400 | - | - | 6,400 | Capital Improvement Fund | 10-87-740 |
| 2 | Modifying Exterior Wall Around Chiller | 8,000 | - | - | 8,000 | Capital Improvement Fund | 10-87-730 |
| 3 | Flooring: Children's Craft Area | 15,000 | - | - | - | | |
| 3 | Chairs | 5,000 | - | - | - | | |
| Total Library Requests | | 34,400 | - | - | 14,400 | | |
| CROSS HOLLOW EVENT CENTER | | | | | | | |
| 1 | Stalls, Locks, Equipment/Cement, Hydrants | 279,080 | - | - | 139,540 | Capital Improvement Fund | 10-90-740 |
| | | | | | 139,540 | Iron County Grant | 10-90-740 |
| 2 | Roping Boxes, Chutes | 80,890 | - | - | 40,445 | Capital Improvement Fund | 10-90-740 |
| | | | | | 40,445 | Iron County Grant | 10-90-740 |
| 3 | Tractor (Annual Lease) | 10,260 | - | - | - | Lease & Rent Payments | 10-90-253 |
| 4 | Drainage Improvement | 150,000 | - | - | - | | |
| Total Cross Hollows Event Center Requests | | 520,230 | - | - | 359,970 | | |
| HERITAGE CENTER / FESTIVAL HALL | | | | | | | |
| 1 | Short Throw Lens for Projector | 8,000 | - | - | 8,000 | Capital Improvement Fund | 10-92-740 |
| 2 | Sound System Upgrade (year 1) | 30,000 | - | - | - | | |
| 3 | Festival Hall Carpet Rooms 1-6 | 40,000 | - | - | 40,000 | Capital Improvement Fund | 10-92-740 |
| Total Heritage Center / Festival Hall Requests | | 78,000 | - | - | 48,000 | | |
| AQUATIC CENTER | | | | | | | |
| 1 | Facility Cameras | 35,000 | - | - | 35,000 | Capital Improvement Fund | 20-40-700 |
| Total Aquatic Center Requests | | 35,000 | - | - | 35,000 | | |
| CATS | | | | | | | |
| 1 | Bus C-7 Replacement | 103,000 | - | - | 82,400 | State Grant | 22-40-741 |
| | | | | | 20,600 | Capital Improvement Fund | 22-40-741 |
| 2 | Transit Study | 150,000 | - | - | 120,000 | Federal Grant | 22-40-310 |
| | | | | | 30,000 | State Grant | 22-40-310 |
| Total CATS Requests | | 253,000 | - | - | 253,000 | | |
| AIRPORT | | | | | | | |
| 1 | FAA Entitlement | 1,052,632 | - | - | 1,000,000 | FAA Grant | 43-40-720 |
| | | | | | 52,632 | Airport Fund PFC | 43-40-720 |
| Total Airport Requests | | 1,052,632 | - | - | 1,052,632 | | |
| GOLF COURSE | | | | | | | |
| 1 | Tee Mower | 51,000 | - | - | 51,000 | Golf Course Fund | 28-40-740 |
| 2 | Light Utility Vehicle | 27,400 | - | - | 27,400 | Golf Course Fund | 28-40-740 |
| 3 | Mechanics Lift | 11,500 | - | - | - | | |
| 4 | Bunker Renovation | 15,000 | - | - | - | | |
| Total Golf Course Requests | | 104,900 | - | - | 78,400 | | |

**CEDAR CITY CORPORATION
FY 2023-24 CAPITAL REQUESTS**

| Priority | Description | Estimated Cost | Carryover | Additional | Approved | Funding Source | Account Code |
|---|---|----------------|-----------|------------|------------|-----------------------------|--------------|
| EVENTS | | | | | | | |
| 1 | Remodel Old Animal Shelter Building for Events Storage | 45,000 | - | - | 25,000 | TRT Fund | 30-40-740 |
| 2 | Stage for Downtown Lighting Event | 20,000 | - | - | 20,000 | TRT Fund | 30-40-740 |
| Total Events Requests | | 65,000 | - | - | 45,000 | | |
| WATER | | | | | | | |
| 1 | Chlorination System for Wells | 70,000 | - | - | 70,000 | Water Fund | 51-40-740 |
| 2 | Water Tank Interior Re-Coating / Replace Floor | 750,000 | 700,000 | 50,000 | 50,000 | Water Fund | 51-40-722 |
| 3 | Industrial Road Improvements | 330,000 | - | - | 330,000 | Water Fund | 51-40-731 |
| 4 | Change-Out Water Meter - Master Meter to Neptune | 1,880,000 | - | - | - | | |
| 5 | Right Hand Spring Surge Box | 35,000 | 18,286 | 11,000 | 11,000 | Water Fund | 51-40-733 |
| 6 | Back-Up Generator for Quichap Wells | 372,000 | - | - | 372,000 | Water Fund | 51-40-740 |
| 7 | Cedar Canyon Water Tank - Stabilization | 337,279 | 237,279 | 100,000 | 100,000 | Water Fund | 51-40-722 |
| 8 | Track Hoe - John Deere (from streets division) | 50,000 | - | - | - | | |
| 9 | Water Tank - Concrete Construction Above Cross Hollow | 9,000,000 | 2,250,000 | 6,750,000 | - | | |
| 10 | Water Rights Assessment Phase 2 | 120,000 | 70,000 | 50,000 | 50,000 | Water Acquisition Fees | 51-40-712 |
| 11 | Groundwater Exploration Test Wells | 1,900,000 | 1,000,000 | 900,000 | 900,000 | Water Fund | 51-40-711 |
| 12 | Water Line Upsizing / New Development | 2,300,000 | - | - | 1,400,000 | Water Impact Fees | 51-40-732 |
| 13 | Water Rights Acquisition | 100,000 | - | - | 100,000 | Water Acquisition Fees | 51-40-712 |
| 14 | Injection Wells Pilot Program / Pipeline to WWTP - Grant | 1,300,000 | - | - | 1,300,000 | State Grant | 51-40-850 |
| 15 | Production Wells (2) - 1 East Side & 1 South East Side | 4,000,000 | - | - | 4,000,000 | Capital Improvement Fund | 51-40-721 |
| 16 | North Water Basin Exploration | 400,000 | - | - | 400,000 | Water Fund | 51-40-700 |
| 17 | Cedar Canyon Waterline Mill's to Tank | 5,200,000 | - | - | 5,200,000 | Capital Improvement Fund | 51-40-735 |
| Total Water Requests | | 28,144,279 | 4,275,565 | 7,861,000 | 14,283,000 | | |
| SEWER COLLECTION | | | | | | | |
| 1 | Sewer Line Rehabilitation Projects | 500,000 | - | - | 500,000 | Sewer Collection Fund | 52-55-731 |
| 2 | Hunter Glenn Outfall Line / Decommission Lift Station | 1,500,000 | 800,000 | 700,000 | 700,000 | Sewer Collection Fund | 52-55-730 |
| 3 | Sewer Line Upsizing | 400,000 | - | - | 400,000 | Sewer Collection Impact Fee | 52-55-732 |
| 4 | Industrial Road Project Sewer | 50,000 | - | - | 50,000 | Sewer Collection Fund | 52-55-735 |
| Total Sewer Collection Requests | | 2,450,000 | 800,000 | 700,000 | 1,650,000 | | |
| WASTEWATER TREATMENT PLANT | | | | | | | |
| 1 | Skid Loader | 5,000 | - | - | 5,000 | Sewer Plant Fund | 53-56-740 |
| 2 | VFD Motor Drives (4) | 52,300 | - | - | 52,300 | Sewer Plant Fund | 53-56-740 |
| 3 | Utility Water Strainer | 26,400 | - | - | 26,400 | Sewer Plant Fund | 53-56-740 |
| 4 | Chlorine Tank Scales Retrofit | 5,200 | - | - | 5,200 | Sewer Plant Fund | 53-56-740 |
| 5 | Asphalt Crack Sealing | 11,200 | - | - | 11,200 | Sewer Plant Fund | 53-56-252 |
| 6 | Contact Chamber Floating Scum Skimmer Retrofit | 13,100 | - | - | 13,100 | Sewer Plant Fund | 53-56-740 |
| Total Wastewater Treatment Plant Requests | | 113,200 | - | - | 113,200 | | |
| STORM DRAIN | | | | | | | |
| 1 | Storm Drain Upsizing | 700,000 | - | - | 500,000 | Storm Drain Impact Fees | 54-40-732 |
| 2 | I-15 Drainage Improvements | 1,500,000 | - | - | - | | |
| 3 | Industrial Road Parkway Storm Drain | 300,000 | - | - | 300,000 | Storm Drain Fund | 54-40-735 |
| 4 | Cody Drive Storm Drain Thru Green Belt Area | 685,000 | - | - | - | | |
| 5 | Storm Drain Through Paiute Tribe Property | 100,000 | - | - | 100,000 | Storm Drain Fund | 54-40-736 |
| 6 | Re-Construct Retention Pond (Golf Course) | 300,000 | - | - | - | | |
| 7 | Storm Drain Channel Sunset Canyon Pond to Cresecent Hills | 26,000 | - | - | 26,000 | Storm Drain Fund | 54-40-733 |
| 8 | Detention Basin - 600 South / I-15 Property Purchase | 75,000 | - | - | 75,000 | Storm Drain Fund | 54-40-730 |
| 9 | 900 North Drainage Improvements for Stephen Canyon Subd. | 40,000 | - | - | - | | |
| Total Storm Drain Requests | | 3,726,000 | - | - | 1,001,000 | | |
| SOLID WASTE | | | | | | | |
| 1 | Garbage Truck | 393,700 | - | - | 393,700 | Solid Waste Fund | 55-40-740 |
| Total Solid Waste Requests | | 393,700 | - | - | 393,700 | | |
| REDEVELOPMENT AGENCY FUND | | | | | | | |
| 1 | South Main Street Light Completion | 1,150,000 | - | - | 500,000 | RDA Fund | 57-40-730 |
| Total RDA Requests | | 1,150,000 | - | - | 500,000 | | |

**CEDAR CITY CORPORATION
FY 2023-24 CAPITAL REQUESTS**

| Priority | Description | Estimated Cost | Carryover | Additional | Approved | Funding Source | Account Code |
|--|----------------------------------|-------------------|------------------|-------------------|-------------------|--------------------------|--------------|
| PUBLIC WORKS FACILITIES | | | | | | | |
| 1 | Truck - 3/4 Ton | 50,000 | - | - | - | | |
| | | - | - | - | 31,300 | Capital Improvement Fund | 61-40-740 |
| | | - | - | - | 252 | CATS Fund | 61-40-740 |
| | | - | - | - | 7,400 | Water Fund | 61-40-740 |
| | | - | - | - | 6,148 | Sewer Collection Fund | 61-40-740 |
| | | - | - | - | 900 | Storm Drain Fund | 61-40-740 |
| | | - | - | - | 4,000 | Solid Waste Fund | 61-40-740 |
| 2 | Pressure Washer Undercarriage | 28,000 | - | - | - | | |
| | | - | - | - | 17,528 | Capital Improvement Fund | 61-40-740 |
| | | - | - | - | 141 | CATS Fund | 61-40-740 |
| | | - | - | - | 4,144 | Water Fund | 61-40-740 |
| | | - | - | - | 3,443 | Sewer Collection Fund | 61-40-740 |
| | | - | - | - | 504 | Storm Drain Fund | 61-40-740 |
| | | - | - | - | 2,240 | Solid Waste Fund | 61-40-740 |
| 3 | Public Works Building Renovation | 600,000 | 300,000 | 300,000 | - | | |
| | | - | - | - | 102,000 | Capital Improvement Fund | 61-40-730 |
| | | - | - | - | 3,000 | CATS Fund | 61-40-730 |
| | | - | - | - | 120,000 | Water Fund | 61-40-730 |
| | | - | - | - | 45,000 | Sewer Collection Fund | 61-40-730 |
| | | - | - | - | 6,000 | Storm Drain Fund | 61-40-730 |
| | | - | - | - | 24,000 | Solid Waste Fund | 61-40-730 |
| 4 | Parking Lot Pavement | 30,000 | - | - | - | | |
| | | - | - | - | 18,780 | Capital Improvement Fund | 61-40-730 |
| | | - | - | - | 151 | CATS Fund | 61-40-730 |
| | | - | - | - | 4,440 | Water Fund | 61-40-730 |
| | | - | - | - | 3,689 | Sewer Collection Fund | 61-40-730 |
| | | - | - | - | 540 | Storm Drain Fund | 61-40-730 |
| | | - | - | - | 2,400 | Solid Waste Fund | 61-40-730 |
| Total Public Works Facilities Requests | | 708,000 | 300,000 | 300,000 | 408,000 | | |
| Total Fund Requests | | 59,407,504 | 7,201,408 | 13,388,044 | 26,010,042 | | |

**CEDAR CITY CORPORATION
FY 2023-24 PERSONNEL REQUESTS**

| Priority | Department/Description | Point Value | Salary | Estimated Benefits | Total | Proposed |
|-------------------------------|---|-------------|------------------|--------------------|--------------------|------------------|
| ADMINISTRATION | | | | | | |
| 1 | Receptionist / Cashier | 3.38 | \$ 37,210 | \$ 32,948 | \$ 70,158 | \$ - |
| POLICE | | | | | | |
| 1 | Police Officer II | 10.08 | 51,786 | 43,691 | 95,477 | 95,477 |
| 1 | Police Officer II | 10.08 | 51,786 | 43,691 | 95,477 | - |
| 1 | Police Officer II | 10.08 | 51,786 | 43,691 | 95,477 | - |
| 2 | Assistant Police Chief | 20.98 | 116,670 | 76,731 | 193,401 | 193,401 |
| ANIMAL CONTROL | | | | | | |
| 1 | Shelter Assistant | 2.54 | 35,699 | 32,650 | 68,349 | - |
| STREETS & HIGHWAYS | | | | | | |
| 1 | Equipment Operator | 5.86 | 48,928 | 35,899 | 84,827 | - |
| PARKS & CEMETERY | | | | | | |
| 1 | Parks Maintenance Worker I | 4.87 | 40,052 | 33,687 | 73,739 | - |
| CROSS HOLLOW | | | | | | |
| 1 | Arena Maintenance Worker | 4.87 | 41,305 | 34,013 | 75,318 | 75,318 |
| HERITAGE CENTER | | | | | | |
| 1 | Stage Manager / Asst Box Office Manager | 5.50 | 37,210 | 32,948 | 70,158 | 70,158 |
| TOTAL GENERAL FUND | | | \$512,432 | \$409,950 | \$ 922,382 | \$434,354 |
| AQUATIC CENTER | | | | | | |
| 1 | Aquatics Coordinator | 5.5 | 41,305 | 34,013 | 75,318 | 75,318 |
| EVENTS | | | | | | |
| 1 | Re-Class Events Director II | 14.42 | 8,403 | 3,131 | 11,534 | 11,534 |
| 1 | Hourly Employee | | 10,000 | 765 | 10,765 | 10,765 |
| SEWER PLANT | | | | | | |
| 1 | Pretreatment Technician | 5.91 | 42,156 | 34,234 | 76,390 | 76,390 |
| TOTAL ALL FUNDS | | | \$654,149 | \$515,722 | \$1,169,871 | \$681,843 |

* See Capital for additional costs associated with adding personnel