

Cedar City

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

Mayor
Maile L. Wilson

Council Members
Ronald R. Adams
John Black
Paul Cozzens
Don Marchant
Fred C Rowley

City Manager
Rick Holman

CITY COUNCIL WORK MEETING APRIL 16, 2014

The City Council will hold a work meeting on Wednesday, April 16, 2014, immediately following the action meeting, in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

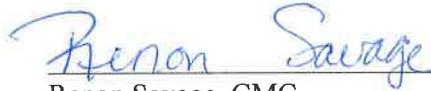
I. Business Agenda
Public

1. Public Hearing to request a City sponsorship for the Paiute Indian Tribe's Annual Paiute Pow-Wow – Jack Sawyer & Gari Lafferty
2. Consider a lease agreement with Logan Payne for the continued use of the City's water rights – Logan Payne

Staff

3. Consider bids for the City's 2014-15 health, dental, vision and life insurance – Natasha Hirschi
4. Consider a Taxilane & Aviation Way public improvement agreement – Brennan Wood
5. Leisure Services Youth Scholarship proposal – Dan Rodgeron
6. Discuss the Animal Control Ordinance
7. Discuss the Sign Ordinance
8. Consider an ordinance amending the City's outdoor time of day irrigation restrictions – Paul Bittmenn
9. Executive Session – Reasonably Imminent Litigation

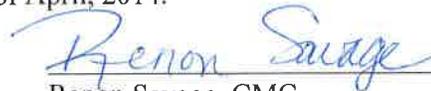
Dated this 14th day of April, 2014.



Renon Savage, CMC
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 14th day of April, 2014.



Renon Savage, CMC
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 COUNCIL
AGENDA ITEMS V - 2
DECISION PAPER

TO: Mayor and City Council

FROM: Paul Bittmenn

DATE: April 14, 2014

SUBJECT: Continued use of City's water rights by Logan Payne

DISCUSSION:

Cedar City has adopted an ordinance requiring developers provide the City with water rights, see generally Cedar City Ordinance 37-32. One of the provisions in this ordinance requires annexing property to provide water rights and if they are going to continue to use the property for agricultural purposes they can continue to use the water rights at no cost as long as they maintain their own system to access and distribute the water.

Mr. Payne owns approximately 17.8 acres of property north of 3000 north and west of Bulldog Road. The property was annexed into the City in approximately 2008. Mr. Payne represents it has been used for agriculture on a continuous basis and that he intends to continue to use it for agricultural purposes. When the property was annexed the City received the following water rights: 1. Water Right No. 73-2307, 4.208 acres, 16.832 ac-ft (supplemental); 2. Water Right No. 73-2308, 4.208 acres, 16.832 ac-ft, and; 3. 44.88513 shares in the Coal Creek Irrigation Company (stock certificate #957).

Engineering has confirmed these water rights were given to the City when the Payne property annexed. The proposed agreement will allow Mr. Payne to continue to use the water provided along with the property annexation as long as it is used for agriculture, he maintains his own access and delivery system, and the point of diversion does not change. There is a provision that will allow the City to cancel this agreement if the City needs to.

Please consider the attached agreement.

**CONTINUED AGRICULTURAL USE OF
DEEDED WATER RIGHTS**

This Agreement is made and entered into this ____ day of _____, 2014, by and between Cedar City Corporation, a Utah Municipal Corporation, with its office located at 10 North Main Street, Cedar City, Utah, hereinafter referred to as "CITY"; and the property owner, Logan P. Payne, whose address of record is 301 South Marble Canyon Circle, Cedar City, Utah hereinafter referred to as "OWNER".

WHEREAS OWNER's property consisting of approximately 17.864 acres was annexed into Cedar City in approximately 2008;

WHEREAS, CITY has passed Cedar City ordinance section 37-32 dealing with acquisition of water rights.

WHEREAS, as a condition of annexing OWNER's property into the boundaries of CITY the following water rights and shares were deeded to Cedar City:

1. Water Right No. 73-2307, 4.208 acres, 16.832 ac-ft (supplemental)
2. Water Right No. 73-2308, 4.208 acres, 16.832 ac-ft
3. 44.88513 shares in the Coal Creek Irrigation Company (stock certificate #957)

WHEREAS, prior to the annexation OWNER's property was used for agricultural purposes;

WHEREAS, the plans to subdivide and develop OWNER's land after annexation have not come to fruition and since the time of the annexation OWNER's land has continued to be used for agricultural purposes;

WHEREAS, CITY's water acquisition ordinance 37-32-6 contains a provision that if the owner of property dedicated to the production of agriculture deeds water to the City the owner of the property may enter an agreement with CITY to continue to use the water for agricultural purposes until the

property is no longer dedicated to the production of agriculture.

NOW THEREFORE, for good and valuable consideration, including the annexation of OWNER's property, the value of which is recognized and receipt of which is acknowledged, the parties hereto stipulate and agree as follows:

1. Pursuant to the terms and conditions of this agreement, OWNER shall be entitled to continue to use CITY's above described water rights and water shares at the same point of diversion and for agricultural purposes.
2. As long as OWNER maintains a pump and delivery system independent from CITY, OWNER shall not pay a fee for the use of said water.
3. In the event that owner no longer uses the land for agricultural purposes, owner shall give CITY written notice within ninety (90) days, said notice shall be effective when sent to the City Manager at 10 North Main Cedar City, Utah 84720.
4. Once any of the land is removed from agricultural use and a subdivision of the land has been completed, then a portion of water rights equal to the acreage removed from the agricultural use and subdivided multiplied by 1.2 acre feet per acre area shall be removed from the provisions of this agreement, CITY shall have the right to file a change of use application with the State water rights engineer's office and OWNER shall no longer be entitled to use that portion of the water rights.
5. CITY may terminate this agreement at any time if the water is needed by CITY for any municipal uses. In order to terminate this agreement CITY shall provide owner thirty (30) days written notice.
6. CITY shall record this agreement on the title to OWNER's land currently identified by Iron County Tax I.D. number 491824, and Iron County Serial Number B-1961-2. CITY

shall also file with the State water rights engineer a report of water conveyance with a copy of this agreement.

7. This agreement shall last until its purpose is fulfilled, or it is terminated in accordance with the provisions contained herein.
8. This agreement constitutes the entire agreement between the parties and expressly revokes any oral or written understandings that are not contained herein.
9. Any amendments to this agreement shall not be affective unless reduced to writing, signed by both parties, recorded with the Iron County Recorder as an amendment to this agreement, and filed as an amendment to the report of water rights conveyance with the state water rights engineer's office. The expense and responsibility of recording and filing shall be with the party that requests the amendment.
10. Both parties stipulate that jurisdiction to enforce this contract is limited to the District Courts in and for the State of Utah. Both parties stipulate that venue is only proper in the 5th Judicial District Court in and for Iron County, State of Utah.
11. OWNER shall not transfer, sell, lease, or otherwise dispose of its rights or responsibilities under this agreement without the express written consent of CITY. CITY shall not transfer, sell, lease, or otherwise dispose of its rights or responsibilities under this agreement without the express written consent of OWNER.
12. Both OWNER and CITY stipulate and agree that the persons signing this agreement have full authority to do so and do hereby bind the parties to the terms contained herein. All procedures and/or prerequisites necessary to give authority to bind the parties to this agreement have been followed and completed.
13. The parties shall execute three (3) original copies of this agreement. One copy shall be

retained by OWNER, one copy retained by CITY, and one copy shall be recorded with the Iron County Recorder and filed with the state water rights engineer.

Remainder of page intentionally left blank.

City's signature page.

DATED this ____ day of _____, 2014.

CITY:

MAILE L. WILSON, MAYOR

[SEAL]
ATTEST:

RENON SAVAGE, CITY RECORDER

STATE OF UTAH)

COUNTY OF IRON)
:ss.

This is to certify that on the ____ day of _____, 2014, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC

Logan Payne's signature page.

Dated this ____ day of _____, 2014.

LOGAN P. PAYNE

STATE OF UTAH)

:ss.

COUNTY OF IRON)

On this _____ day of _____, 2014, personally appeared before me Logan P. Payne who duly acknowledged to me that he signed the above and foregoing document.

NOTARY PUBLIC

**CEDAR CITY COUNCIL
AGENDA ITEM 3**

DECISION PAPER

TO: Mayor and City Council

FROM: Natasha Hirschi

DATE: April 16, 2014

SUBJECT: Consider Bids for 2014-2015 Health, Dental Vision and Life Insurance

DISCUSSION: Cedar City recently requested insurance bids from our insurance broker(The Leavitt Group). Our insurance broker solicited bids for the City's 2014-2015 health, dental, vision and life insurance. The broker presented several different options based upon our current levels of coverage.

Below are our current monthly premiums:

Health:	\$115,513.70
Dental:	\$ 13,659.80
Vision:	\$ 2,094.70
Life:	\$ 1,504.70

Our insurance broker has presented the bids. Almost all of the bids are lower than what we're currently paying. We are still in the process of meeting with proposed providers to gather additional information. I hope to have more information for you by Wednesday nights meeting.

TAXILANE AND AVIATION WAY PUBLIC IMPROVEMENTS AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into on this ____ day of _____, 2014, between Cedar City, a Utah political subdivision and municipal corporation, hereinafter referred to as CITY; and MSC Aerospace, LLC, a Utah limited liability company, and its subsidiaries, hereinafter referred to as MSC.

WHEREAS, MSC has announced its expansion of its facilities located in Cedar City, Utah, in order to manufacture and assemble aircraft; and

WHEREAS, said expansion will greatly enhance the local economy through: (1) MSC's anticipated substantial capital investment to facilitate manufacture and aircraft assembly as defined in the TIFEIA Agreement of June 7th 2013 which has been estimated to be one hundred and twenty six million dollars (\$126,000,000.00) toward property, plant, and equipment; (2) MCS's anticipated substantial investment in working capital and aircraft development which has been estimated to be two hundred sixty one million dollars (\$261,000,000.00), and; (3) MCS's anticipated hiring of substantial additional full time equivalent workers to be compensated at a rate that is on the average 125% of the average Iron County wage, said workforce expansion is estimated at an additional twelve hundred (1,200) full time equivalent workers; and

WHEREAS, to facilitate MCS's proposed expansion CITY and MSC have taken the following actions (all of the agreements and MOUs referenced in this recital are collectively referred to herein as the "Prior Agreements"): (1) a June 7, 2013, through the fence agreement; (2) a June 7, 2013 tax increment financed expansion incentive agreement; (3) a June 7, 2013 interlocal agreement creating a project area from which to receive funding for the tax increment financed expansion incentive agreement; (4) a June 5, 2013 memorandum of understanding related to future development of the taxilane and Aviation Way public works improvements, and; (5) a June 5, 2013 memorandum of understanding related to providing notice of Airport Board proceedings and requiring the City to give every reasonable consideration to the preservation of the Through the Fence Access Agreement; and

WHEREAS, in furtherance of the MSC's expansion CITY has assisted in securing or has secured the following funding sources(1) a grant from the Economic Development Administration ("EDA") in the amount of nine hundred thirty five thousand nine hundred dollars (\$935,900.00); (2) a grant from the Utah Governor's Office of Economic Development ("GOED") in the amount of three hundred and fifty thousand dollars (\$350,000.00); and (3) one hundred forty seven thousand six hundred dollars (\$147,600.00) in prairie dog mitigation by Cedar City; and

WHEREAS, all of the above-mentioned funding is proposed to pay for the engineering, design, and construction of the taxilane and Aviation Way public works improvements, the general scope of which and general location of which are attached hereto as exhibit #1 and incorporated herein by this reference; and

WHEREAS, according to engineering cost estimates provided by Creamer and Noble, an engineering firm jointly retained by CITY and MSC, the cost to install the Aviation Way public works

improvements and taxilane one million three hundred thirty seven thousand dollars (\$1,337,000.00) plus an additional amount for prairie dog mitigation; and

WHEREAS, MSC shall be responsible for the remaining project costs which are subject to change and are currently estimated to be fifty one thousand five hundred dollars (\$51,500.00); and

WHEREAS, engineering and design work on the taxilane and Aviation Way public works improvements has commenced; and

WHEREAS, in order to meet the grant requirements from the Economic Development Administration time is of the essence; and

WHEREAS, design of the taxilane and Aviation Way public works improvements will necessitate cooperation between CITY's consulting engineers and MSC's design engineers; and

WHEREAS, CITY and MSC desire to enter this Agreement to further advance their cooperative efforts related to MSC's expansion for the SyberJet project.

NOW THEREFORE, CITY and MSC agree that adequate consideration exists to support the formation of this Agreement.

NOW THEREFORE, CITY and MSC hereby agree to the following:

1. Aviation Way public works improvements and taxilane design, engineering, and construction.
 - A. In an effort to complete the design work and keep the project on schedule CITY has engaged its consulting engineer to complete the design work for the taxilane and CITY's in house engineering department will complete the design of the Aviation Way public works improvements.
 - B. In furtherance of the June 5, 2013 memorandum of understanding CITY and the Cedar City Redevelopment Agency shall not be responsible for any additional costs, but shall assist MSC in applying for additional grants when municipal participation is necessary.
 - C. Currently and in accordance with the prior cost estimates for this project MSC's portion of the design, engineering, and construction costs would be fifty one thousand five hundred dollars (\$51,500.00). MSC agrees to deposit this amount (together with any interest earned thereon, the "MSC Deposit") with CITY in the form of cash, cashier's check, electronic funds transfer, or equivalent method. CITY agrees to hold the MSC Deposit in a CITY's bank account which will pay interest pursuant to the public treasurer's investment fund rate. CITY will maintain accounting for the MSC Deposit in a manner that is distinct from CITY's general funds. Any MSC Deposit funds and interest available at the completion of construction of the project shall be reimbursed to MSC.

- D. Due to the conditions of the grants from EDA and GOED CITY is required to pay for the engineering, design, and construction in such a manner so that each invoice is paid by a proportional share of funds from all funding sources. To that end, CITY will pay seventy percent (70%) of each invoice from EDA funds; twenty six percent (26%) of each invoice from GOED funds; and four percent (4%) of each invoice from MSC funds. If CITY has advanced funds for the project prior to receiving the MSC Deposit, then the MSC Deposit may be used to reimburse CITY in an amount that is proportional to the total amount of MSC's contribution toward the entire project.
- E. Prior to signing this Agreement CITY and MSC have reviewed preliminary cost estimates for the taxilane project and the Aviation Way public works improvements. When the final engineering and design are complete CITY will disclose the costs to MSC. Between the final design and the award of the project bids to a qualified contractor CITY will notify MSC of any and all design changes even if the design change does not appear to materially impact MSC's financial participation. MSC will have approval authority over any design change, or group of design changes, that will increase MSC's financial participation over the fifty one thousand five hundred dollars (\$51,500). If MSC consents to the increased costs MSC will notify CITY as soon as reasonably possible so as not to unreasonably delay award of the construction bids.
- F. After the design work is completed CITY will bid and award the taxilane and Aviation Way public works improvements in accordance with applicable CITY procurement standards. Prior to awarding the bid(s) CITY will disclose the bid(s) amount to MSC and compare it to the previously received cost estimate. If the bid amounts are in excess of the estimate MSC shall have the right to (1) commit in writing to cover the additional cost; (2) withdraw from either the taxilane or the Aviation Way public works improvement portions of this project and cancel this Agreement upon written notice to CITY; ~~or~~ (3) suggest alternative funding methods that are consistent with the June 5, 2013 Memorandum of Understanding; or (4) discuss with CITY and come to an agreement on alternatives for completing either the taxilane or the Aviation Way public works improvements of this project and keep moving toward the overall MSC expansion as discussed earlier in this Agreement . If MSC exercises an option that will cancel the taxilane improvements or the Aviation Way public works improvements, then MSC will agree to terminate as much of this Agreement with the CITY as is applicable to the portion of this project that is being terminated and hold CITY harmless for any and all loss of any nature incurred by MSC due in any way to terminating all or a portion of this Agreement. These costs include, but are not limited to costs associated with cancelling grant obligations, design and engineering fees, and construction costs. CITY shall have no duty to perform under the portions of this Agreement that are cancelled by MSC.
- G. After award there may be modifications based upon unforeseen discoveries during the project performance. CITY and MSC agree to cooperatively review such discoveries and

determine ways, where possible, to limit any additional financial exposure above the amount agreed to in section G. This includes only those items for which it would not be reasonable to have known prior to commencing construction.

- H. MSC shall have approval authority over any modifications which would be considered enhancements, improvements, or changes to the approved design when the modification may directly or indirectly affect MSC's financial commitment.
 - I. Upon closing out the project, CITY will provide MSC detailed accounting general ledgers documenting the engineering, design, and construction expenses for the taxilane and Aviation Way public works improvements.
 - J. The design and engineering for the taxilane and Aviation Way public works improvements require coordination between the design engineers for these projects and the design engineers for MSC's facility that will directly access the airport pursuant to the June 7, 2013, through the fence agreement. CITY and MSC shall use their best efforts to facilitate this cooperation so as not to delay the project.
 - K. Prior to CITY awarding the bid for the construction of taxilane and Aviation Way public works improvements MSC shall: (1) initiate the June 7, 2013, through the fence agreement; (2) obtain a building permit for the hangar and associated improvements on the property adjacent to the through the fence access point; (3) provide CITY with a letter from a qualified bank or lending institution stating that adequate funding has been arranged to complete construction of the hangar and associated improvements adjacent to the through the fence access point; and (4) break ground and commence construction of MSC's hangar and improvements on the property adjacent to the through the fence access point.
 - L. Once the EDA has closed out its grant and any applicable audits, CITY will refund the remaining portion of the MSC Deposit including such interest that has been earned.
2. Miscellaneous.
- A. This Agreement, the Prior Agreements, the documents mentioned herein, and the exhibits attached hereto shall constitute the entire Agreement between the parties related to the funding, design, and construction of the Taxilane and the public infrastructure improvements addressed herein. This is an integrated Agreement and it is the intent of CITY and MSC that this Agreement be final. No extrinsic prior or contemporaneous written or oral negotiations shall be binding on either CITY or MSC.
 - B. This Agreement is to be interpreted in accordance with the laws of the State of Utah. The sole jurisdiction to consider disputes in this Agreement is vested in the District

Courts for the State of Utah. Venue is vested in the 5th Judicial District Court in and for Iron County State of Utah.

- C. Neither party to this Agreement may assign or otherwise encumber, lease, or dispose of its interest in this Agreement without the prior written consent of the party not seeking to assign, encumber, lease, or otherwise dispose of its interest(s) herein.
- D. The individuals signing this Agreement on behalf of their respective entities have received all necessary and proper approvals required by their respective entity to bind their entities to the terms of this Agreement.
- E. If one party to this Agreement believes the other party has breached any of its material obligations contained herein, the procedure in this paragraph shall be followed prior to filing any complaint with the courts. The aggrieved party shall provide timely written notice of the alleged breach to the other party. The notice shall reasonably specify the nature of the alleged breach. Once notice is received and within a reasonable time thereafter, the parties shall meet, confer, discuss and agree upon the necessary steps to cure the alleged breach. Unless otherwise agreed by the parties, steps to cure shall be commenced within thirty (30) days of the parties' meeting and pursued diligently until concluded. The parties shall again meet and confer within a reasonable time after the steps to cure have been commenced and discuss the status of the alleged breach and those steps taken to cure. If the aggrieved party still believes the breach exists and the other party has not taken adequate steps to cure, the aggrieved party may submit its complaint to the Courts.
- F. CITY and MSC agree that there may be some delays in completion of the improvements herein that are beyond their control. Neither party shall be considered in breach or default of their obligations in the event the delay in the performance of such obligation is due to causes beyond its control and without its fault or negligence, including acts of God, or of public enemy or terrorists, wrongful acts of the other party, fire, flood, epidemic, quarantine restrictions, strikes, freight embargoes, wars, unusually severe weather, and funding not being appropriated for the improvements contained herein. The purpose and intent of this provision is that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the parties can be extended for the period of the delay.
- G. This Agreement is between the entities of CITY and MSC. No member, official, employee, consultant, agent or representative of either party shall be personally liable in the event of any default or breach by either party for any amount which may become due on any obligation under the terms of this Agreement.
- H. Notices given pursuant to the terms of this Agreement shall be deemed to have been given if they are sent in writing by personal service or through the mail, email, or any of

the myriad of public companies that exist or may exist to deliver correspondence. All delivery charges or postage must be prepaid and delivery shall be to the following:

Cedar City Corporation
c/o City Manager and
c/o Economic Development Director
10 North Main Street
Cedar City, Utah 84720

MSC Aerospace, LLC
c/o Registered Agent
Strong and Hanni P.C.
3 Triad Center, Suite 300
Salt Lake City, Utah
84180

- I. In the event of a default hereunder, the defaulting party agrees to pay all costs incurred by the other party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house counsel or outside counsel. If a default is alleged and later found by a court of competent jurisdiction not to have occurred, then the party that alleged the default shall compensate the non-defaulting party for all costs incurred in enforcing this Agreement, including reasonable attorney's fees, whether by in-house counsel or outside counsel.
- J. This Agreement shall not terminate until the EDA has closed out the grant and/or completed all of its audits, whichever occurs last.
- K. Nothing in this Agreement shall be construed to waive any means of recovery on behalf of MSC or CITY for claims brought based on the EDA and the GOED audits.
- L. If portions of the project contemplated under this Agreement are cancelled during the course of this Agreement the cancellation shall not serve to terminate the Agreement. The Agreement shall survive said cancellation to express the intent of the parties as to the portions of the project contemplated under this Agreement that have not been cancelled.

CITY's signature page.

Dated this ____ day of _____, 2014.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

This is to certify that on the ____ day of _____, 2014, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC

MSC's signature page.

Dated this _____ day of _____, 2014.

WHITNEY CLAYTON, CEO
MSC Aerospace, LLC

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

On this _____ day of _____, 2014, personally appeared before me Whitney Clayton, who duly acknowledged to me that he signed the above and foregoing document, as President of MSC Aerospace, LLC.

NOTARY PUBLIC

EXHIBIT

#1

TAXILANE AND AVIATION WAY PUBLIC IMPROVEMENTS AGREEMENT

Description of Project Components

The Proposed Project consists of two major activities or sub-projects. The first to be constructed is the taxilane on the Cedar City Regional Airport. The second is the improvements to be made to Aviation Way. The two major activities consist of the following components:

Taxilane: A new taxilane will be constructed which is 50-feet wide and 784-feet long. It will connect an existing Cedar City Regional Airport taxiway to private property located east of the Airport boundary. This will provide access to the airport for local airplane manufacturing companies planning to build facilities adjacent to the airport. A new box culvert will be constructed in Coal Creek Wash. The proposed taxilane will pass over the box culvert. The box culvert will be a two-cell 6-feet tall by 16-feet wide by 120-feet long concrete structure designed to the current AASHTO LRFD Bridge Design Specifications.

Aviation Way Frontage Improvements: Approximately 1,200 linear feet of new sidewalk and curb and gutter will be constructed on the east side of Aviation Way. The existing street is currently paved with curb and gutter on the west side. New asphalt will be installed as needed to pave the area between the existing asphalt edge and the new curb and gutter. Also included are minor items such as new street lighting, signage, and striping that will be installed as needed.

The project components described in this Preliminary Engineering Report (PER) are consistent with the EDA project description that is provided in Section A.2 of Form ED-900.

Number of Construction Contracts Anticipated

Two separate construction contracts will be used. The work to be performed on airport property, including the taxilane and box culvert, will be the first contract. The second contract will address the improvements to be completed on Aviation Way.

Useful Life of Project

The Proposed Project, under typical use and with proper maintenance is expected to have a useful life of 50 years or greater.

Construction Estimate

The following two tables provide a detailed construction estimate for the project. Table 1 is a cost estimate for the Taxilane and Box Culvert components. Table 2 is a cost estimate for the Aviation Way Improvements. The two tables are based on the items to be completed under each construction contract. The cost estimates were jointly prepared and reviewed by the City's engineering department, Creamer & Noble Engineers, and Jones & DeMille Engineering, Inc. Contingencies determined by the engineers were based on their experience with many previously completed projects of similar size and complexity.

Table 1 - Taxilane & Box Culvert Construction Cost Estimate

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$69,550.00	\$69,550.00
2	Clearing & Grubbing	2.5	AC	\$1,000.00	\$2,500.00
3	Unclassified Excavation	2800	CY	\$12.00	\$33,600.00
4	Subbase Course	1400	CY	\$30.00	\$42,000.00
5	Crushed Aggregate Base Course	850	CY	\$35.00	\$29,750.00
6	2' Overexcavation & Recompact	2300	CY	\$20.00	\$46,000.00
7	Bituminous Surface Course	1200	TON	\$100.00	\$120,000.00
8	Bituminous Prime Coat	5	TON	\$1,000.00	\$5,000.00
9	Bituminous Tack Coat	3	TON	\$1,000.00	\$3,000.00
10	Runway and Taxiway Painting	700	SF	\$2.00	\$1,400.00
11	80' Double Cantilever Slide Gate	1	EA	\$12,000.00	\$12,000.00
12	Box Culvert, 2-cell 16'x6'	120	LF	\$3,600.00	\$432,000.00
13	Loose Riprap	100	SY	\$100.00	\$10,000.00
14	Retroreflective Marker	20	EA	\$200.00	\$4,000.00
15	Prairie Dog Area Survey	1	LS	\$5,000.00	\$5,000.00
16	Prairie Dog Fencing	1	LS	\$3,000.00	\$3,000.00
17	Prairie Dog Awareness Class	4	EA	\$1,600.00	\$6,400.00
18	Prairie Dog Construction Observations	480	HR	\$60.00	\$28,800.00
19	Prairie Dog Final Compliance Report	1	EA	\$2,000.00	\$2,000.00
20	Prairie Dog Mitigation	2.5	AC	\$36,000.00	\$90,000.00
SUBTOTAL TAXI LANE/BOX CULVERT CONSTRUCTION COST					\$810,800.00
Contingency - 10%					\$82,000.00
Design & Construction Engineering					\$192,000.00
TOTAL					\$1,084,800.00

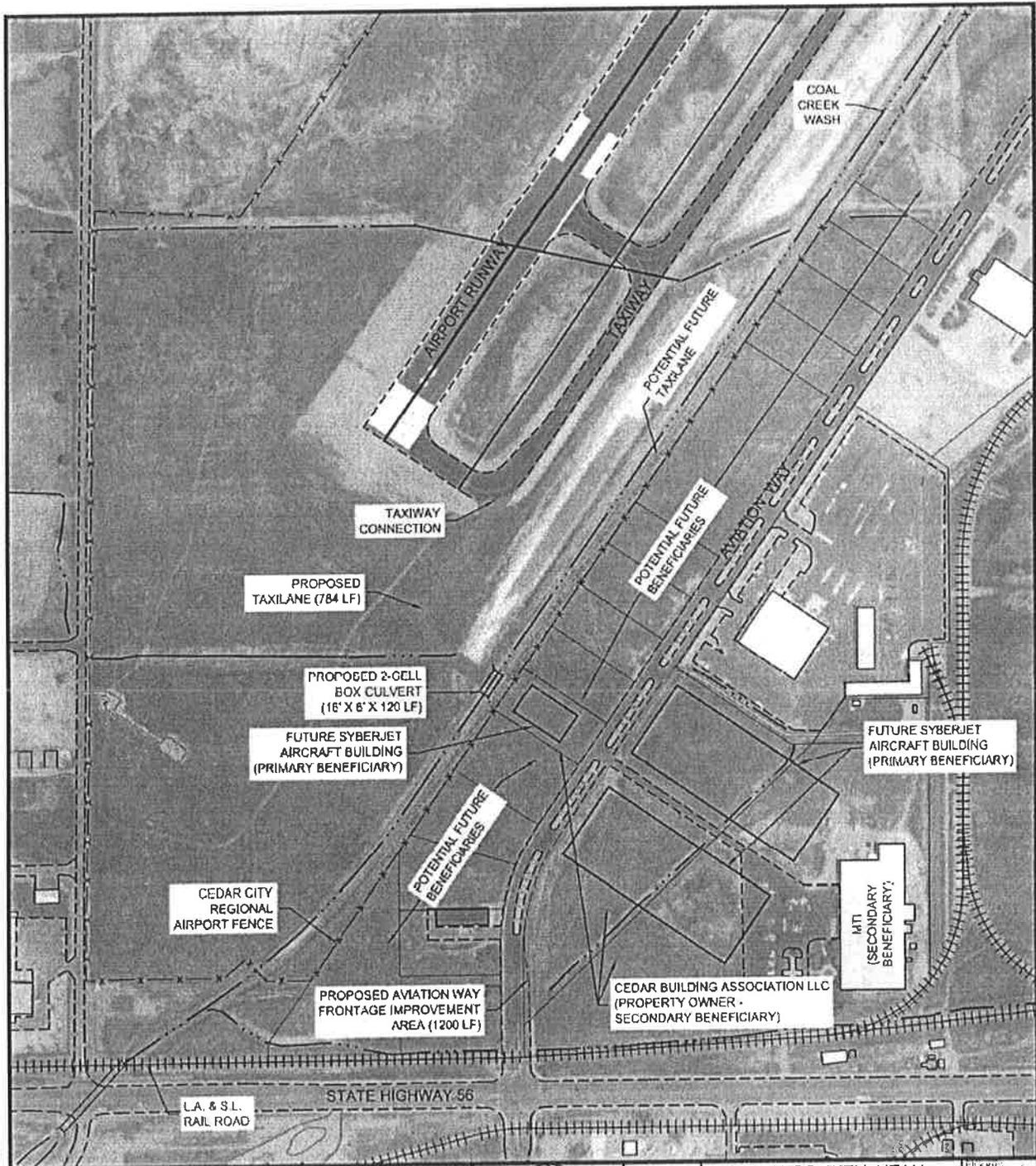
*The items highlighted in yellow were not included in the EDA Grant Proposal

Table 2 - Aviation Way Frontage Improvements Construction Cost Estimate

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$4,988.00	\$4,988.00
2	Valve Grades	10	AC	\$300.00	\$3,000.00
3	30" Curb and Gutter	1200	LF	\$16.00	\$19,200.00
4	6' Sidewalk	1200	LF	\$25.00	\$30,000.00
5	6" Cross Gutter	300	SF	\$7.00	\$2,100.00
6	Single Drop Box	1	EA	\$2,200.00	\$2,200.00
7	Over Excavation/Recompact	1224	CY	\$10.00	\$12,240.00
8	Granular Fill	1067	CY	\$12.00	\$12,804.00
9	Road Base 8 Inches Thick	31200	SF	\$0.60	\$18,720.00
10	4" Asphalt Mat	19200	SF	\$2.20	\$42,240.00
11	SS-1 Asphalt Seal	19200	SF	\$0.04	\$768.00
12	Signs	3	EA	\$350.00	\$1,050.00
13	Streetlights	3	EA	\$13,000.00	\$39,000.00
14	Asphalt Cutting	1300	LF	\$2.00	\$2,600.00
15	Striping	1300	LF	\$0.30	\$390.00
16	Conduits	100	LF	\$9.00	\$900.00
17	Prairie Dog Area Survey	1	LS	\$4,000.00	\$4,000.00
18	Prairie Dog Fencing	1	LS	\$3,000.00	\$3,000.00
19	Prairie Dog Awareness Class	2	EA	\$1,600.00	\$3,200.00
20	Prairie Dog Construction Observations	360	HR	\$60.00	\$21,600.00
21	Prairie Dog Final Compliance Report	1	EA	\$2,000.00	\$2,000.00
22	Prairie Dog Mitigation	8	AC	\$10,000.00	\$80,000.00
SUBTOTAL AVIATION WAY IMPROVEMENTS CONSTRUCTION COST					\$ 192,200.00
Contingency - 10%					\$20,000.00
Design & Construction Engineering					\$40,000.00
TOTAL					\$ 252,200.00

*The items highlighted in yellow were not be included in the EDA Grant Proposal

The estimated total project cost including contingencies and engineering is \$1,337,000 plus prairie dog mitigation estimated at \$249,000.



CN CREAMER & NOBLE ENGINEERS
 Jones & DeMille Engineering, Inc.



SCALE: 1"=400'

IRON COUNTY, UTAH		FIGURE 1	
CEDAR CITY EDA APPLICATION			
SITE MAP			
DRAWN: LG	02-13	FILE: CDDARAN	PROJECT: 1002-055
CHECK: KT	02-13	UPDATED: 3/2/2013	DATE PLOTTED: 3/7/2013
			SHEET: EX.1



CEDAR CITY

2090 W. Royal Hunte Dr. • Cedar City, Utah 84720
(435) 865-9223 • Fax (435) 867-6075
www.cedarcity.org

City Council,

April 11, 2014

Nearly each month we have residents who have a desire for their children to participate in youth sports and programs but cannot afford the registration fees. Over the past few months we have established a program that will help us serve these children. Here are the basics:

- A fund will be established with the proceeds from the Chilly Dip.
- Applicants can apply for funds 4 times per year.
- Eligibility will be determined through the ICSD.
- Funds will be administered through Healthy Iron County.
- 80% of the program fees will be paid through the grant.

Currently we have \$600 set aside for grants this year. We are excited about the partnership with ICSD as well as Healthy Iron County.

A handwritten signature in black ink, appearing to read "Dan Rodgeron".

Dan Rodgeron

Leisure Service Director

The below signed is the parent or legal guardian of the listed child. I authorize Iron County School District to release the below information to Cedar City and Healthy Iron County to be used for the purpose stated herein. I certify that all information is correct and if during the term of the scholarship the information changes I will notify Cedar City and Healthy Iron County.

Signature of Parent/Guardian:

The information provided will be used only to determine eligibility for scholarships:

Iron County School District Use Only:
Verification of Eligibility

Applicant is on the Free or Reduced Lunch Program through Iron County School District:

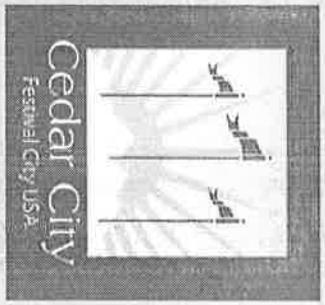
Yes: _____ No: _____

Iron County School District Employee Signature: _____

Date: _____



**We're here
when You
want to
PLAY!**



Cedar City Leisure Services
2090 W. Royal Hunter Dr.
435-865-9223

www.cedarcity.org

INFORMATION AND APPLICATION
CEDAR CITY
LEISURE SERVICES
YOUTH SCHOLARSHIP FUND



YOUTH AGES 5-15 AND LIVING WITHIN IRON COUNTY



Funding cycle deadlines will be

- February 28th
- May 31st
- August 31st
- November 30th

Applicants who are funded and do not participate will be ineligible for future funding for up to one year.

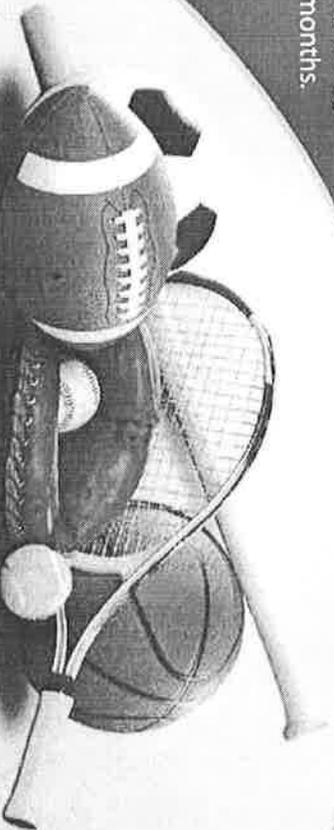
This application does not register the participants for the program/activity/class. Any late fees incurred are the responsibility of the parent/guardian and will not be paid for by this program.

Scholarship funds are not eligible for programs not administered by Cedar City.

- Admission to Aquatic Center
- Contracted programs
- Association fees
- Equipment and uniform fees

Limited funds are set aside to help youth participate in instructional and organized programs/activities/classes held by Cedar City Leisure Services. Applicants will be limited to one grant every 6 months.

Financial eligibility for the Scholarship Fund will be verified through the Iron County School District. Funding cycles will happen 4 times per year.



Scholarship Application

Name of Child: _____ Age: _____

Date of Birth: _____

Address: _____

Phone number _____

Program/activity/class applying for:

Parent/Guardian name:

Address: _____

Home Phone: _____

Alternate Phone: _____

Email address: _____

Explanation of financial hardship:

Eligible programs/activities/classes include but not limited to:

- Group swimming lessons
- Tumbling
- Youth T-ball and Machine Pitch
- Youth Basketball
- Youth Flag Football
- Youth volleyball
- Horses up and Close
- Archery

CEDAR CITY COUNCIL
AGENDA ITEMS V - 6
DECISION PAPER

TO: Mayor and City Council
FROM: Paul Bittmenn
DATE: April 14, 2014
SUBJECT: Discuss Animal Control Ordinance

DISCUSSION:

During the April 2, 2014, City Council meeting a gentleman and his daughter asked the Council to change the provisions of the Animal Control Ordinance under which the daughter's dog was now classified as dangerous.

The current ordinance requires, among other things, that a dangerous dog be housed in a six sided structure and when out in public wear a muzzle and be on a leash that is not longer than 4 feet.

The dog in this matter was out of its owner's yard, entered a neighboring yard, and killed some chickens. Animal control was contacted, and pursuant to ordinance they took the dog to the pound. Pursuant to existing ordinance the dog was classified as dangerous. The Council directed staff to provide some options.

The current animal control ordinance has four (4) basic threat classifications for at large animals: animal; aggressive animal; dangerous animal; and vicious. The basic idea is that the more an at large animal shows it is a danger to people or animals the more severe the sanctions and restrictions placed on the at large animal. In the current case the at large dog was classified as dangerous because it attacked a domestic animal, the chickens, and the result was injury or death.

Staff's proposal is to eliminate domestic animals from the list of acts that would cause an at large animal to be classified as dangerous. So if an at large animal bit a human they would still be classified as dangerous. If the at large animal were to injure or kill domestic animals under this proposal they would be considered aggressive for the first two (2) times. On the third time the at large animal injured or killed a domestic animal they would be considered dangerous.

The staff proposal also includes some clean-up language. In the existing ordinance there is some confusion based on using "domesticated" and "domestic" when describing animals or fowl.

Attached are the proposed changes.

**ARTICLE VI
ANIMALS WHICH POSE A THREAT**

Section 11-VI-1	Animals Attacking, Biting, or Chasing
Section 11-VI-2	Aggressive Animal at Large
Section 11-VI-3	Dangerous Animal at Large
Section 11-VI-4	Vicious Animal at Large
Section 11-VI-5	Provisions for Maintaining a Dangerous Animal

SECTION 11-VI-1 Animals Attacking, Biting, or Chasing.

- (A) It shall be unlawful for the owner or custodian of any animal to allow the animal to attack, bite, or chase any person, ~~any domesticated animal, any domesticated or livestock, or any domestic fowl.~~
- (B) The injuring, capturing, or killing of an animal by any person while the animal is engaged in any act prohibited by this Section, if reasonably necessary to stop the animals's actions, shall not be a violation of any other provision of this Chapter, provided such injuring, capturing, or killing in no way endangers another's safety or property.

SECTION 11-VI-2 Aggressive Animal at Large.

An animal will be considered aggressive if, while at large, the animal chases, worries, or threatens a person in any way that would cause a reasonable person to be fearful, ~~or attacks a domesticated animal or livestock resulting in injury or death.~~ Complaining parties must be forthcoming with their testimony including the signing of a witness statement or citation or providing sworn testimony. Nevertheless, an officer may make the determination based on the officer's own observations or on the previous history of the animal.

SECTION 11-VI-3 Dangerous Animal at Large.

- (A) An animal will be considered dangerous if, while at large, the animal
 - (1) Bites a person; ~~or~~
 - (2) ~~Attacks a domestic animal resulting in injury or death; or~~
 - (3) ~~Has violated Section 11-VI-2 Aggressive Animal at Large two (2) or more times before.~~
- (B) Such animal is to be impounded at the shelter or licensed veterinary facility at the expense of the owner until a determination is made by the court that the animal is or is not a threat and/or danger to the public.

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SECTION 11-VI-4 Vicious Animal at Large.

(A) **Vicious Animal at Large:** An animal will be considered vicious if, while at large, the animal:

(1) Bites a person on two (2) or more occasions or on the first bite causes serious bodily injury. Serious bodily injury is defined as an injury that involves a substantial risk of death, unconsciousness, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty;

~~(2)~~ Has attacked domestic animals on two (2) or more occasions;

~~(3)~~(2) Has attacked a domesticated animal or livestock and a human;

~~(4)~~(3) Was previously determined to be "dangerous" and is at large; or

~~(5)~~(4) Has bitten a human on the neck or stomach.

(B) It shall be unlawful for any person to own, keep, possess, or maintain a vicious animal within the City limits. Any person violating this provision must have the animal destroyed by the Division or a licensed veterinarian.

(C) Such animal is to be impounded at the shelter or licensed veterinary facility at the expense of the owner until a determination is made by the court that the animal is or is not a threat and/or danger to the public.

(D) **Petition to Classify as Vicious:** If an Animal Control Officer does not or refuses to deem an animal to be a vicious animal, any person may petition to have an animal classified as vicious by filing with the Division a written "Petition to Classify an Animal as Vicious" on a form provided by the Division.

(1) **Notice:** Upon receipt of a properly executed petition, the Director shall ensure a copy thereof is mailed or hand-delivered to the animal's owner.

(2) **Response:** The owner shall then have ten (10) calendar days from the date of receipt to submit a written response to the allegations of the petition. If mailed, the petition shall be deemed received five (5) calendar days after the date of mailing.

(3) **Decision:** Upon receipt of the owner's written response, if any, the Director shall decide whether the animal is to be classified as vicious. The Director shall ensure written notice of his decision is mailed or hand-delivered to the owner.

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(4) Appeal: Appeal of the Director's decision shall be according to the requirements of this Chapter.

(5) Destruction of vicious animal: If an animal is classified as vicious and time for appeal has expired or the Director's decision is upheld on appeal pursuant to Article XII of this Chapter, the Director shall have the animal destroyed as soon as reasonable possible.

SECTION 11-VI-5 Provisions for Maintaining a Dangerous Animal.

(A) This provision is for owners that have been told by the court that their animal is dangerous but did not order destruction of the animal.

(B) Any person who owns, keeps, or maintains a dangerous animal within the city limits must:

(1) Maintain the animal in a secure enclosure, which is enclosed on all six (6) sides, as to prevent accidental escape.

(2) Position such enclosure in a manner that is not accessible to the public. If the enclosure is a fence that separates two adjoining properties, it can not be constructed of chain link or wire, even if slats are inserted between the links or wire, but must be of a sight-obscuring material such as wood, vinyl or brick of at least 6 feet in height.

(3) Post "Beware of Dog" or "Beware of Animal" signs visible to the public.

(4) When off the owners property, animals must be on a secure restraint not to exceed four (4) feet in length and be muzzled, and/or confined so as to prevent it from injuring any person, property or other animal.

(5) Immediately report to Animal Control in writing any material change in dangerous animal situations, including, but not limited to a change, transfer or termination of ownership, change of address, escape, or death.

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CEDAR CITY COUNCIL
AGENDA ITEMS V - 8
DECISION PAPER

TO: Mayor and City Council
FROM: Paul Bittmenn
DATE: April 14, 2014
SUBJECT: consider amendments to the City's outdoor time of day water restrictions

DISCUSSION:

Current Cedar City ordinance 37-7-1 restricts time of day when outside irrigation is allowed. It reads as follows:

- Outside irrigation using culinary water is prohibited between the hours of 8:00 a.m. and 6:00 p.m., except for the following situations;
- A. new lawns that require frequent irrigation for establishment purposes within 90 days of planting;
 - B. Short cycles required for testing, inspecting, and maintaining irrigation systems; or
 - C. Special permit issued by the City Engineer's office.

Below is a proposed amendment to the ordinance. The proposed amendment maintains the current structure of the existing ordinance, no outside irrigation from 8 am to 6 pm and it keeps the same basic exceptions. There is an additional exception to allow day time irrigation of commercial stock at a commercial nursery. There are some definitions to distinguish between: Culinary water, irrigation water, and ditch water. The restrictions would continue to apply to culinary water.

The other feature of the ordinance amends the penalty. The current penalty is a citation for a class B misdemeanor which would be prosecuted through the Courts. The proposal removes the criminal penalty. On the first offense a warning would be left on the premises. On the second offense the water to the property will be shut off. On the third or subsequent violation the water would be shut off and there would be an additional penalty. There is a \$25 reconnect fee currently charged in the ordinance.

Enforcement of the ordinance may be done by multiple City Departments. The ordinance would require public works to keep track of the times, address, and dates of violations. So there would need to be some coordination between whichever City Departments that are tasked with enforcement.

There is an appeal to the City Manager. If the property owner can show he was not in violation of the ordinance the Manager may waive reconnect fees and penalties.

Please consider the following amendments.

CEDAR CITY ORDINANCE NO. _____

AN ORDINANCE AMENDING CEDAR CITY'S LIMITATIONS ON OUTDOOR WATERING.

WHEREAS, as a method of conserving scarce water resources Cedar City currently has an ordinance restricting outdoor irrigation using culinary water from 8 a.m. to 6 p.m.; and

WHEREAS, the current ordinance, 37-7-1, was enacted in 2002 and reads as follows:

Outside irrigation using culinary water is prohibited between the hours of 8:00 a.m. and 6:00 p.m., except for the following situations;

- A. new lawns that require frequent irrigation for establishment purposes within 90 days of planting;
- B. Short cycles required for testing, inspecting, and maintaining irrigation systems; or
- C. Special permit issued by the City Engineer's office.

WHEREAS, Cedar City continues to be in the midst of a prolonged drought and water levels in the Cedar Valley aquifer continue to decline; and

WHEREAS, since the adoption of the above ordinance in 2002 Cedar City has further developed its ability to provide secondary irrigation water; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety, and general welfare of the Citizens of Cedar City to further clarify the provisions of the above cited ordinance.

NOW THEREFORE, be it resolved by the City Council of Cedar City, State of Utah, that the following amendments are hereby made to the City's ordinance restricting the times of day where outdoor irrigation is permitted by removing the struck through language and including the underlined language.

SECTION 37-7. Waste Prohibited.

It shall be unlawful for any water user to waste water, or to allow it to be wasted, by imperfect stops, taps, valves, leaky joints or pipes, or to allow tanks or watering troughs to leak or overflow, or to wastefully run water from hydrants, faucets, or stops or through basins, water closets, urinals, sinks, or other apparatus, or to use the water for purposes other than those for which he has paid, or to use water in violation of the rules and regulations for controlling the water supply. After notification of violation, the City may terminate any service found in violation of this section if, within a reasonable time period, the condition has not been remedied.

SECTION 37-7-1. Time-of-Day Watering Parameters.

(A) For purposes of this section the following terms shall have the following definitions:

- 1. "Culinary Water" shall include all water supplied through that portion of Cedar City's water works system for culinary use. Typical examples of culinary water include, but are not limited to, residential connections, business connections, and industrial connections.
- 2. "Ditch Irrigation Water" shall include all water supplied by Cedar City pursuant to the terms of Chapter 21 of the Ordinances of Cedar City.
- 3. "Irrigation" shall include the spraying, sprinkling, misting, flooding, dripping, or otherwise applying water on turf, gardens, trees, grass, shrubbery, or other or any other vegetation.
- 4. "Secondary Irrigation Water" shall include all non-potable water supplied through any Cedar City water works system dedicated for secondary irrigation purposes. Typical examples of secondary irrigation water include, but are not limited to, large irrigation users such as schools, City recreational facilities, golf courses, and Southern Utah University. Additional irrigation uses may be added by the Superintendent of the

Cedar City Water Works System.

(B) Outside irrigation using culinary water is prohibited between the hours of 8:00 a.m. and 6:00 p.m., except for the following situations:

- A. 1. New lawns that require frequent irrigation for establishment purposes within 90 thirty (30) days of planting;
- A. 2. Short cycles required for testing, inspecting, and maintaining irrigation systems provided that there is a person physically present to monitor the system test; or
- B. 3. Use of culinary water for irrigation of commercial stock and commercial gardens or plant nurseries that are licensed by the City, provided that the licensee or a representative is personally on the premises at the time the irrigation is taking place.
- C. 3. Special permit issued by the Superintendent of the Cedar City Water Works System City Engineer's office. (4/02)

(C) Use of Secondary Irrigation Water and Ditch Irrigation Water are specifically excluded from the provisions of this ordinance.

(D) Within a calendar year culinary water users found violating this ordinance shall be subject to the following penalties:

- (1) Upon a first offense a notice reasonably designed to educate and inform the water user about the provisions of this ordinance shall be provided. The notice shall be deemed sufficient if left in a conspicuous location on the property where the ordinance violation occurs. An example is leaving a notice hanging on the front door of a residence, or the manager's door of a multi-unit dwelling.
- (2) Upon a second violation the water supply to the property where the violation occurs shall be shut off. Once the water is shut off it may only be turned back on by City staff after the fee established in this ordinance or the City's fee schedule has been paid.
- (3) Upon a third or subsequent violation the water supply to the property where the violation occurs shall be shut off. Once the water is shut off it may only be turned back on by City staff after the fee established by this ordinance or the City's fee schedule and an additional one hundred dollar (\$100) penalty have been paid.

(E) All fines and penalties shall be paid in full prior to restoration of water service. If not paid the fines shall be added to the water user's outstanding water bill and collected in accordance with the provisions of this ordinance.

(F) The City's public works department shall maintain a complete list containing the time of day, date, and address of each property for the enforcement of the provisions of this ordinance.

(G) After the enforcement action has taken place a property owner shall be able to appeal. The appeal shall be to the City Manager. The appeal shall be limited in scope to the property owner having to show that on the dates and times recorded by the Public Works department they were not irrigating with culinary water during prohibited times. The City Manager's shall be limited in the remedy that may be provided if clear from the facts and circumstances the City Manager may waive reconnection fees and/or penalties imposed by this ordinance and remove the unfounded violation from the records maintained by Public Works.

(H) For purposes of enforcing this ordinance each day when a violation occurs may be considered a separate violation.

Amended by City Ordinance No. _____.

NOW THEREFORE BE IT FURTHER ORDAINED by the City Council of Cedar City, State of Utah that City staff is permitted to make such non-substantive changes to the provisions of Chapter 37 as are reasonably necessary to accommodate the changes made herein.

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage and publication as required by State Law.

Dated this _____ day of _____, 2014.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENNON SAVAGE
RECORDER