

Cedar City

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

CITY COUNCIL MEETING
OCTOBER 25, 2023
5:30 P.M.

Mayor
Garth O. Green

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

City Manager
Paul Bittmenn

The City Council meeting will be held in the City Council Chambers, 10 North Main, Cedar City, Utah. The City Council Chambers may be an anchor location for participation by electronic means. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
 - Swear In Patrol Officer I, Ben Peterson
- IV. Business Agenda
 - Public Comments

V. Public Consent Agenda

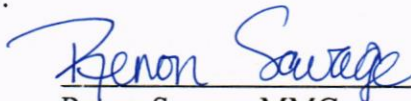
1. Ratify bills dated October 12 & 13, 2023
2. Approve proposal from Meridian Engineering in the amount of \$27,220 for easement procurement for the Fiddlers Canyon Trail project. Jonathan Stathis
3. Approve the installation of a 4-way stop at the intersection of College Way & Center Street. Jonathan Stathis

Action – need a motion from a council member to either approve or deny each of the following items:

4. Consider local consent for an Education Permit from the DABS. Jaden Reardon
5. Consider a resolution and Amended Development Agreement with the Dixie and Anne Leavitt Family Foundation for the Travis Towers buildings at 222 S, 234 S, and 256 S 900 West. Red Hollow/Randall McUne
6. Consider an ordinance vacating a public utility easement located at approximately 1930 North Fiddler's Canyon Road. Brown Consulting/Randall McUne
7. Consider an ordinance amending the final plat of the Hidden Hills Subdivision creating Lot 7A, amending the zone from Annex Transition to R-1 (Residential), and vacating a public utility easement. Watson/Randall McUne
8. Public Hearing to receive input from the public with respect to the issuance of the Bonds and any potential economic impact to the private sector for purchase or reimburse Issuer for funds used to purchase water rights and construction of culinary water system

improvements, including but not limited to water rights, transmission and distribution lines, water tank, pumps and well houses, together with all related work and improvements (the "Project") to be funded by the Bonds.

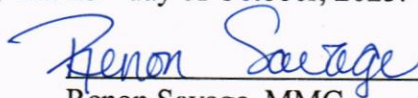
Dated this 23rd day of October, 2023.



Renon Savage, MMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 23rd day of October, 2023.



Renon Savage, MMC
City Recorder

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

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

Report Criteria:

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

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
CEDAR LAND TITLE INC					
FILE 39336	942.75 ACRE FT WATER RIGHTS FRM	10/11/2023	51-40-712 CAP OUTLAY-WATER RIGHTS	11,413,347.50	
Total CEDAR LAND TITLE INC:				11,413,347.50	
Grand Totals:				11,413,347.50	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: Rendon Savage

City Treasurer: Rhyan Carlsen

Report Criteria:

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

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
4WALL ENTERTAINMENT					
L108932	CC HRTG - GAFF TAPE	07/28/2023	10-92-480 SPECIAL DEPARTMENT SUPPLIES	2,019.65	
L109642	CC HRTG - ROSCO GEL	09/29/2023	10-92-480 SPECIAL DEPARTMENT SUPPLIES	226.76	
Total 4WALL ENTERTAINMENT:				<u>2,246.41</u>	
A-1 GLASS					
I020031	CCPD - WINDSHIELD REPAIR FORD F	09/18/2023	10-70-252 EQUIPMENT MAINTENANCE	30.00	
Total A-1 GLASS:				<u>30.00</u>	
AED SUPERSTORE					
INV3137556	CCFD - AED WITH SUPPLIES	02/17/2023	10-73-741 CAP OUTLAY-VEHICLES	4,412.24	
Total AED SUPERSTORE:				<u>4,412.24</u>	
ALSCO - AMERICAN LINEN SUPPLY					
LSTG1089144	005510 - WWTP UNIFORM SERV Y24	09/29/2023	53-56-451 UNIFORM SERVICE	32.21	
LSTG1089449	6051 - SW UNIFORM SERVICES	10/03/2023	55-40-451 UNIFORM SERVICE	23.36	
LSTG1090262	005510 - WWTP UNIFORM SERV Y24	10/06/2023	53-56-451 UNIFORM SERVICE	32.21	
LSTG1090599	6051 - FLT UNIFORM SERV	10/10/2023	10-78-451 UNIFORM SERVICE	23.01	
Total ALSCO - AMERICAN LINEN SUPPLY:				<u>110.79</u>	
AMERICAN EQUIPMENT INC					
0181655-IN	CEDCIT - OVERHEAD CRANE INSP	09/25/2023	53-56-310 PROF & TECH SERVICES	725.00	
Total AMERICAN EQUIPMENT INC:				<u>725.00</u>	
AR CONSTRUCTION OF UTAH					
1058	CCPW - HVAC REMODEL	10/04/2023	61-40-730 CAP OUTLAY-IMPROVEMENTS	37,003.69	
Total AR CONSTRUCTION OF UTAH:				<u>37,003.69</u>	
ASHDOWN BROTHERS CONSTRUCTION					
9153	CED01 - ASPHALT	09/20/2023	51-40-255 WATER SYSTEM MAINTENANCE	2,618.67	
9178	CED01 - ASPHALT	09/26/2023	51-40-255 WATER SYSTEM MAINTENANCE	90.97	
Total ASHDOWN BROTHERS CONSTRUCTION:				<u>2,709.64</u>	
BACKWARDS KR CONCRETE					
141	CC ARPT - LANDSCAPE AVIATION ISL	09/27/2023	24-40-820 STATE GRANT-AIRPORT IMPROVEMEN	2,000.00	
Total BACKWARDS KR CONCRETE:				<u>2,000.00</u>	
BAKER & TAYLOR					
2037813871	415754 L102673 4-CHILDREN BOOKS	09/22/2023	10-87-483 BOOKS-CHILDREN	61.75	
2037813871	415754 L102673 4-YOUNG ADULT BOO	09/22/2023	10-87-482 BOOKS-YOUNG ADULT	288.00	
H66120840	415754 L102673 4-CHILDREN BOOKS	09/08/2023	10-87-481 BOOKS-GENERAL COLLECTION	5.24	
Total BAKER & TAYLOR:				<u>354.99</u>	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
BEEHIVE COMMERCIAL REPAIRS LLC					
1259	CC AQ - EQUIP MAINTENANCE / HVAC	09/26/2023	10-42-252 EQUIPMENT MAINTENANCE	3,890.00	
Total BEEHIVE COMMERCIAL REPAIRS LLC:				3,890.00	
BEST WESTERN COTTONTREE INN					
1284	CCPD - 0002493 M.TOPHAM 9/11-9/14/	09/15/2023	10-70-232 TRAVEL & TRAINING-DETECTIVES	341.46	
Total BEST WESTERN COTTONTREE INN:				341.46	
BIG TOMS PEST CONTROL LLC					
44965	2218 - ARPT COMMERCIAL BLDG PES	10/02/2023	24-40-262 BUILDING & GROUND MAINTENANCE	190.00	
Total BIG TOMS PEST CONTROL LLC:				190.00	
BLACKSTONE PUBLISHING					
2119972	167928 - E MATERIALS	09/20/2023	10-87-481 BOOKS-GENERAL COLLECTION	155.55	
2122045	167928 - E MATERIALS	10/05/2023	10-87-481 BOOKS-GENERAL COLLECTION	398.64	
Total BLACKSTONE PUBLISHING:				554.19	
BLUE CREEK COMMUNICATIONS					
1144741	CC ARPT - RADIO EQUIP-VEHICLES	09/22/2023	24-40-252 EQUIPMENT MAINTENANCE	162.00	
Total BLUE CREEK COMMUNICATIONS:				162.00	
BLUE STAKES OF UTAH					
UT202302535	CEDARC - SEP 23 NOTIFICATIONS	09/30/2023	61-40-310 PROF & TECH SERVICES	515.89	
Total BLUE STAKES OF UTAH:				515.89	
BOWEN COLLINS & ASSOCIATES					
32360	ENG SVCS - GRND WTR EXP PROJ-T	09/11/2023	51-40-711 CAP OUTLAY-WELLS	4,382.82	
32361	ENG SVCS - COAL CREEK EWP PROJ	09/11/2023	40-41-740 CAP OUTLAY-COAL CREEK CHANNEL	10,908.37	
Total BOWEN COLLINS & ASSOCIATES:				15,291.19	
BRADY INDUSTRIES					
8166490	173359 - CC AS - JANITORIAL SUPPLI	07/12/2023	10-76-261 JANITORIAL SUPPLIES	102.74	
8248012	173359 - CC AS - JANITORIAL SUPPLI	08/18/2023	10-76-261 JANITORIAL SUPPLIES	138.48	
8311163	173359 - PARK CLEANING SUPPLIES	09/14/2023	10-83-261 JANITORIAL SUPPLIES	644.40	
8360617	173359 - PARK CLEANING SUPPLIES	10/06/2023	10-83-261 JANITORIAL SUPPLIES	337.61	
Total BRADY INDUSTRIES:				1,223.23	
BROADVOICE					
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	10-41-280 TELEPHONE	366.15	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	10-44-280 TELEPHONE	64.66	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	10-60-280 TELEPHONE	43.12	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	10-70-280 TELEPHONE	1,121.20	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	51-40-280 TELEPHONE	86.20	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	52-55-280 TELEPHONE	21.54	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	53-56-280 TELEPHONE	129.32	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	10-92-280 TELEPHONE	129.32	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	20-40-280 TELEPHONE	193.98	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	22-40-280 TELEPHONE	21.54	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	24-40-280 TELEPHONE	64.66	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	28-40-280 TELEPHONE	86.20	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	30-40-280 TELEPHONE	21.54	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	10-81-280 TELEPHONE	193.98	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	10-83-280 TELEPHONE	86.20	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	10-84-280 TELEPHONE	21.54	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	10-85-280 TELEPHONE	43.12	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	10-87-280 TELEPHONE	129.32	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	10-90-280 TELEPHONE	21.54	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	10-73-280 TELEPHONE	193.98	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	10-75-280 TELEPHONE	86.20	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	10-76-280 TELEPHONE	43.12	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	10-77-280 TELEPHONE	43.12	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	10-78-280 TELEPHONE	64.66	
579298 OCT 2023	9328 - OCT 2023 PHONE SERVICE	10/01/2023	10-79-280 TELEPHONE	43.12	
Total BROADVOICE:				3,319.33	
BUNKER SEPTIC					
9989	CCC - IRON WEST PORTABLE TOILET	09/29/2023	55-40-610 SUNDRY	65.00	
9999	CC EVNT - 2023 1/2 MARATHON TOILE	09/29/2023	30-40-223 RUNNERS SERIES	2,530.00	
Total BUNKER SEPTIC:				2,595.00	
BUSINESS SOLUTIONS GROUP					
16397	10213- 2023 TAX FORMS PR & AP	09/15/2023	10-41-240 OFFICE SUPPLIES & EXPENSE	310.67	
Total BUSINESS SOLUTIONS GROUP:				310.67	
CDS AG SERVICES					
92923	CC CH - GROUNDS / SHAVINGS	10/02/2023	10-90-262 BUILDING & GROUND MAINTENANCE	2,098.25	
Total CDS AG SERVICES:				2,098.25	
CEM AQUATICS					
14729	BULK CHEMICALS	09/22/2023	20-40-254 CHEMICALS	4,694.20	
Total CEM AQUATICS:				4,694.20	
CENGAGE LEARNING/GALE					
82623415	170454 - LBRY BOOKS	09/20/2023	10-87-481 BOOKS-GENERAL COLLECTION	83.96	
82639334	170454 - LBRY BOOKS	09/21/2023	10-87-481 BOOKS-GENERAL COLLECTION	47.98	
82639659	170454 - LBRY BOOKS	09/21/2023	10-87-481 BOOKS-GENERAL COLLECTION	41.23	
Total CENGAGE LEARNING/GALE:				173.17	
CENTRAL IRON CNTY WTR CONSERV DIST					
SEP 2023 WTR	1096001 - WTR PURCHASE Y24	09/30/2023	51-40-316 WHOLE SALE WATER PURCHASE	3,664.61	
SEP 2023 WWTP	4002574 - CC WWTP WATER SERV Y2	09/30/2023	52-55-270 UTILITIES-SEWER COLLECTION	70.43	
Total CENTRAL IRON CNTY WTR CONSERV DIST:				3,735.04	
CERTIFIED LABORATORIES DIVISION					
8398150	659425 - HYDRAULIC OIL	09/21/2023	28-40-252 EQUIPMENT MAINTENANCE	1,068.70	
Total CERTIFIED LABORATORIES DIVISION:				1,068.70	
CODALE ELECTRIC SUPPLY					
S008168895.001	32786 - CC PRKS - SCREW CVR ENCL	07/17/2023	10-83-730 CAP OUTLAY-IMPROVEMENTS	(63.95)	
S008211777.001	32786 - LBRY - LAMPS	09/26/2023	10-87-262 BUILDING & GROUND MAINTENANCE	279.40	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total CODALE ELECTRIC SUPPLY:				215.45	
CONWEST INC					
DRAW-4319001	CCC - ROOFING / PW FLEET	09/30/2023	61-40-730 CAP OUTLAY-IMPROVEMENTS	109,038.15	
Total CONWEST INC:				109,038.15	
CURTIS & SONS					
INV747729	C4202 - CCPD - PANTS/SHIRTS	09/20/2023	10-70-620 UNIFORM PURCHASE	309.51	
INV752867	C29937 - CCFD - THERMAL RELIEF VA	10/05/2023	10-73-252 EQUIPMENT MAINTENANCE	105.70	
Total CURTIS & SONS:				415.21	
DATAMARS INC					
831979	CUS12911 - MICROCHIPS (100)	09/08/2023	10-76-450 SPECIAL PUBLIC SAFETY SUPPLIES	740.04	
Total DATAMARS INC:				740.04	
DEX IMAGING LLC					
AR10121516	CCC - CANON COPY MACH CONTRAC	10/02/2023	10-41-252 EQUIPMENT MAINTENANCE	463.48	
Total DEX IMAGING LLC:				463.48	
DIV OF OCCUPATIONAL & PROF LIC					
SEP 2023 BLDG PR	CCC - BLDG SRCHG REPORT- JU,AU,	09/30/2023	10-75-612 BUILDING PERMIT SURCHARGE	4,010.07	
Total DIV OF OCCUPATIONAL & PROF LIC:				4,010.07	
DOMINION ENERGY					
SEP 2023	3511260000 - NAT GAS SEP 2023	09/22/2023	10-92-270 UTILITIES-HERITAGE CENTER	154.59	
SEP 2023	3511260000 - NAT GAS SEP 2023	09/22/2023	22-40-270 UTILITIES-CATS	19.35	
SEP 2023	3511260000 - NAT GAS SEP 2023	09/22/2023	24-40-270 UTILITIES-AIRPORT	33.89	
SEP 2023	3511260000 - NAT GAS SEP 2023	09/22/2023	28-40-270 UTILITIES	59.89	
SEP 2023	3511260000 - NAT GAS SEP 2023	09/22/2023	52-55-270 UTILITIES-SEWER COLLECTION	48.78	
SEP 2023	3511260000 - NAT GAS SEP 2023	09/22/2023	61-40-270 UTILITIES-PUBLIC WORKS FACILIT	73.00	
SEP 2023	3511260000 - NAT GAS SEP 2023	09/22/2023	10-42-270 UTILITIES	213.31	
SEP 2023	3511260000 - NAT GAS SEP 2023	09/22/2023	10-73-270 UTILITIES-FIRE	109.82	
SEP 2023	3511260000 - NAT GAS SEP 2023	09/22/2023	10-76-270 UTILITIES	95.75	
SEP 2023	3511260000 - NAT GAS SEP 2023	09/22/2023	10-83-270 UTILITIES-PARKS & CEMETERY	14.32	
SEP 2023	3511260000 - NAT GAS SEP 2023	09/22/2023	10-87-270 UTILITIES-LIBRARY	43.17	
SEP 2023	3511260000 - NAT GAS SEP 2023	09/22/2023	10-90-270 UTILITIES-CROSS HOLLOWES EVENTS	171.24	
Total DOMINION ENERGY:				1,037.11	
EVERYTHING EXTERIOR LLC					
42645	CCC - EXTERIOR WINDOW WASHING	10/03/2023	10-42-262 BUILDING & GROUND MAINTENANCE	685.00	
42666	CC LBRY - WINDOW WASHING	10/03/2023	10-87-262 BUILDING & GROUND MAINTENANCE	609.00	
Total EVERYTHING EXTERIOR LLC:				1,294.00	
FAMILY SUPPORT CENTER OF SW UTAH					
092723	CCC - FY2024 CONTRIBUTION	09/27/2023	10-53-666 FAMILY SUPPORT CENTER	15,000.00	
Total FAMILY SUPPORT CENTER OF SW UTAH:				15,000.00	
FASTENAL					
UTCED124504	UTCED0056 - MISC FACILITY/SHOP S	09/29/2023	53-56-480 SPECIAL DEPARTMENT SUPPLIES	584.59	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total FASTENAL:				584.59	
FIREWORKS WEST INTERNATIONALE					
NOV 25, 2023	CCC - DOWNTOWN LIGHTING FIRE W	11/25/2023	30-40-221 EVENT SPONSORSHIP	8,000.00	
Total FIREWORKS WEST INTERNATIONALE:				8,000.00	
FOREUP GOLF SOFTWARE					
07-2023-18312	CC GOLF - POS/TEE SYSTEM CRG 23/	07/01/2023	28-40-240 OFFICE SUPPLIES & EXPENSE	2,724.03	
Total FOREUP GOLF SOFTWARE:				2,724.03	
GALL'S INC					
025511826	3618471 - EQUIPMENT BELTS	08/29/2023	10-70-620 UNIFORM PURCHASE	916.15	
Total GALL'S INC:				916.15	
GEM ENGINEERING INC					
25038	CC WWTP - COMPACT TEST / 200 S S	06/30/2023	52-55-290 SEWER LINE MAINTENANCE	329.87	
25497	CC PRK - MATERIALS TEST IRON WE	08/31/2023	26-40-735 CAP OUTLAY-BURGESS RECREATION	117.00	
Total GEM ENGINEERING INC:				446.87	
GLOBAL EQUIPMENT COMPANY					
120934467	221267 - HC - PALLET RACK WIRE AD	09/02/2023	10-92-262 BUILDING & GROUND MAINTENANCE	2,135.39	
Total GLOBAL EQUIPMENT COMPANY:				2,135.39	
HEALTH EQUITY-HSA					
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	20-40-132 EMPLOYEE INSURANCE	275.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	24-40-132 EMPLOYEE INSURANCE	150.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	28-40-132 EMPLOYEE INSURANCE	280.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	30-40-132 EMPLOYEE INSURANCE	.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	51-40-132 EMPLOYEE INSURANCE	561.38	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	52-55-132 EMPLOYEE INSURANCE	420.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-83-132 EMPLOYEE INSURANCE	432.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-84-132 EMPLOYEE INSURANCE	.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-85-132 EMPLOYEE INSURANCE	46.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-87-132 EMPLOYEE INSURANCE	125.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-90-132 EMPLOYEE INSURANCE	86.15	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-92-132 EMPLOYEE INSURANCE	100.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-75-132 EMPLOYEE INSURANCE	250.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-76-132 EMPLOYEE INSURANCE	50.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-77-132 EMPLOYEE INSURANCE	25.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-78-132 EMPLOYEE INSURANCE	390.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-79-132 EMPLOYEE INSURANCE	440.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-81-132 EMPLOYEE INSURANCE	886.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-41-132 EMPLOYEE INSURANCE	385.38	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-42-132 EMPLOYEE INSURANCE	25.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-44-132 EMPLOYEE INSURANCE	150.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-60-132 EMPLOYEE INSURANCE	230.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-70-132 EMPLOYEE INSURANCE	1,617.92	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	10-73-132 EMPLOYEE INSURANCE	605.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	53-56-132 EMPLOYEE INSURANCE	430.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	54-40-132 EMPLOYEE INSURANCE	150.00	
66ITG3G - 9-29-23	CCC - 36976 HSA 9-29-23 CNTRB / 66I	09/29/2023	55-40-132 EMPLOYEE INSURANCE	110.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total HEALTH EQUITY-HSA:				8,219.83	
HIGH DESERT EXCAVATING INC					
1833	CC CRGC - TOP DRESSING SAND	09/27/2023	28-40-480 SPECIAL DEPARTMENT SUPPLIES	1,683.92	
1858	CC CRGC - TOP DRESSING SAND	09/28/2023	28-40-480 SPECIAL DEPARTMENT SUPPLIES	1,696.80	
1859	CC CRGC - TOP DRESSING SAND	09/30/2023	28-40-480 SPECIAL DEPARTMENT SUPPLIES	1,666.56	
Total HIGH DESERT EXCAVATING INC:				5,047.28	
IDEXX DISTRIBUTION INC					
3137718980	174920- LAB TESTING SUPPLIES	09/28/2023	53-56-313 TESTING	1,486.98	
Total IDEXX DISTRIBUTION INC:				1,486.98	
IMAGE PRO					
136815	2115 - BUS SCHEDULE & MAPS	10/06/2023	22-40-610 SUNDRY	432.00	
136951	433 - LETTERHEAD	10/09/2023	10-41-240 OFFICE SUPPLIES & EXPENSE	77.50	
Total IMAGE PRO:				509.50	
INTERMOUNTAIN FARMERS					
10.5.23 PANELS	730181 - ARENA / PANELS	10/05/2023	10-90-740 CAP OUTLAY-EQUIPMENT	36,263.62	
1019784471	730181 - PARK FERTILIZER & SUPPLIE	09/29/2023	10-83-480 SPECIAL DEPARTMENT SUPPLIES	1,170.84	
1019798771	730181 - PARK FERTILIZER & SUPPLIE	10/02/2023	10-83-480 SPECIAL DEPARTMENT SUPPLIES	2,090.00	
Total INTERMOUNTAIN FARMERS:				39,524.46	
IRON COUNTY AUDITOR					
SEP 2023 LANDFIL	CCC LANDFILL REM - SEP 2023	10/02/2023	55-21312 COUNTY REMITTANCE PAYABLE	38,745.15	
Total IRON COUNTY AUDITOR:				38,745.15	
IRON COUNTY CLERK					
OC,NO,DE 2023	01-2367-00 WWTP TRASH P/U Y24	10/01/2023	53-56-270 UTILITIES-SEWER PLANT	72.00	
Total IRON COUNTY CLERK:				72.00	
IRON COUNTY LANDFILL					
SEP 2023	LF-0003-LNDFL,BIOSOLIDS SEP 23	10/05/2023	10-42-270 UTILITIES	7.20	
SEP 2023	LF-0003-LNDFL,BIOSOLIDS SEP 23	10/05/2023	10-76-270 UTILITIES	7.13	
SEP 2023	LF-0003-LNDFL,BIOSOLIDS SEP 23	10/05/2023	53-56-270 UTILITIES-SEWER PLANT	2,863.74	
SEP 2023	LF-0003-LNDFL,BIOSOLIDS SEP 23	10/05/2023	53-56-270 UTILITIES-SEWER PLANT	160.82	
SEP 2023	LF-0003-LNDFL,BIOSOLIDS SEP 23	10/05/2023	10-87-270 UTILITIES-LIBRARY	14.27	
SEP 2023	LF-0003-LNDFL,BIOSOLIDS SEP 23	10/05/2023	10-90-270 UTILITIES-CROSS HOLLOWES EVENTS	17.83	
SEP 2023	LF-0003-LNDFL,BIOSOLIDS SEP 23	10/05/2023	10-92-270 UTILITIES-HERITAGE CENTER	17.83	
SEP 2023	LF-0003-LNDFL,BIOSOLIDS SEP 23	10/05/2023	24-40-270 UTILITIES-AIRPORT	24.96	
SEP 2023	LF-0003-LNDFL,BIOSOLIDS SEP 23	10/05/2023	28-40-270 UTILITIES	17.83	
SEP 2023	LF-0003-LNDFL,BIOSOLIDS SEP 23	10/05/2023	61-40-270 UTILITIES-PUBLIC WORKS FACILIT	7.13	
Total IRON COUNTY LANDFILL:				3,138.74	
IRON COUNTY TODAY					
19322	CCC - MAYORS CORNER	09/18/2023	10-41-220 PUBLIC NOTICES	550.00	
19322	EVENTS - DISPLAY ADS	09/18/2023	30-40-220 ADVERTISING	1,875.00	
Total IRON COUNTY TODAY:				2,425.00	

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JACK'S TIRE & OIL					
23-0451432-014	CEDC1G - RETREAD TIRES	09/26/2023	10-78-930 INVENTORY	4,865.12	
23-0452291-014	CEDC1G - CASING CREDIT	09/26/2023	10-78-930 INVENTORY	(45.00)	
Total JACK'S TIRE & OIL:				<u>4,820.12</u>	
JENKINS OIL COMPANY					
0585965	216 - GAS / OIL ARENA	10/02/2023	10-90-251 GAS & OIL	1,334.68	
Total JENKINS OIL COMPANY:				<u>1,334.68</u>	
JONES PAINT & GLASS INC					
CC10084047CR	C3050-CC - CCAQ PAINT CREDIT	01/10/2023	20-40-262 BUILDING & GROUND MAINTENANCE	(143.40)	
CC10091347	C3050-CC - CCFD PAINT	09/22/2023	10-73-262 BUILDING & GROUND MAINTENANCE	571.78	
Total JONES PAINT & GLASS INC:				<u>428.38</u>	
LES OLSON COMPANY					
EA1318399	08-CEDCI - CCPD COPIER MAINT 23/2	09/15/2023	10-70-312 COMPUTER & TECH SERVICES	773.74	
Total LES OLSON COMPANY:				<u>773.74</u>	
LEXISNEXIS					
3094706083	424VCP2H3 - SUBSCRIPTION Y24	09/30/2023	10-44-210 SUBSCRIPTIONS & MEMBERSHIPS	308.00	
Total LEXISNEXIS:				<u>308.00</u>	
MARSHALL & EVANS ELECTRIC					
8741	CC STR - LIGHT/POWER BLUE STAKE	09/27/2023	10-79-260 MAINTENANCE-STREET LIGHTS	70.00	
Total MARSHALL & EVANS ELECTRIC:				<u>70.00</u>	
MICROMARKETING LLC ATTN: AR					
933327	15980-CHILDREN'S BOOKS	09/19/2023	10-87-483 BOOKS-CHILDREN	75.55	
933967	15980-YOUNG ADULT BOOKS	09/26/2023	10-87-482 BOOKS-YOUNG ADULT	43.98	
933985	15980-CHILDREN'S BOOKS	09/26/2023	10-87-483 BOOKS-CHILDREN	222.04	
934381	15980-CHILDREN'S BOOKS	09/28/2023	10-87-483 BOOKS-CHILDREN	62.06	
934766	15980-CHILDREN'S BOOKS	10/03/2023	10-87-483 BOOKS-CHILDREN	17.99	
934864	15980-CHILDREN'S BOOKS	10/03/2023	10-87-483 BOOKS-CHILDREN	52.17	
Total MICROMARKETING LLC ATTN: AR:				<u>473.79</u>	
MIDWEST VETERINARY SUPPLY INC					
20432648-000	49748 - VACCINES	09/20/2023	10-76-450 SPECIAL PUBLIC SAFETY SUPPLIES	1,606.81	
20432648-050	49748 - PROBIOTICS	09/21/2023	10-76-450 SPECIAL PUBLIC SAFETY SUPPLIES	113.94	
Total MIDWEST VETERINARY SUPPLY INC:				<u>1,720.75</u>	
MILE HIGH TURF GRASS, LLC					
10837	CC GOLF - CORING TINE	09/18/2023	28-40-480 SPECIAL DEPARTMENT SUPPLIES	870.79	
Total MILE HIGH TURF GRASS, LLC:				<u>870.79</u>	
MODERN MARKETING					
MMI152969	MPD84720 - CAN HOLDERS	09/07/2023	10-70-640 LIQUOR ENFORCEMENT	1,550.99	
MMI152995	MPD84720 - SUNGLASSES	09/08/2023	10-70-640 LIQUOR ENFORCEMENT	1,866.99	

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Total MODERN MARKETING:				3,417.98	
MODERN WARRIORS					
POS 106579	CCPD - GUN/SCOPES	10/03/2023	10-70-452 FIREARM SUPPLIES	2,629.00	
Total MODERN WARRIORS:				2,629.00	
MOSDELL SANITATION INC					
SEP 2023 AQUATIC	0692 - DUMP FEE AQUATICS Y24	09/30/2023	20-40-262 BUILDING & GROUND MAINTENANCE	111.00	
SEP 2023 PRK/CM	1077 - DUMP FEE PARKS/CMTRY Y24	09/30/2023	10-83-262 BUILDING & GROUND MAINTENANCE	1,094.54	
Total MOSDELL SANITATION INC:				1,205.54	
MOUNTAIN STATES CONTRACTING					
B23-23056-0934	CC STR - TRACK INSP 3RD QTR 2023	09/30/2023	10-79-265 MAINTENANCE-RAILROAD	675.00	
Total MOUNTAIN STATES CONTRACTING:				675.00	
MOUNTAIN TOWING AND RECOVERY					
AUG 14-SEP 11 202	CC STR - CAR TOWING CHIPPING 8/1	10/02/2023	10-79-269 MAINTENANCE-CHIP SEALING	1,641.75	
Total MOUNTAIN TOWING AND RECOVERY:				1,641.75	
MOUNTAIN WEST COMPUTERS					
79791	CC AS - TONER	07/28/2023	10-76-240 OFFICE SUPPLIES & EXPENSE	145.00	
80407	CCFD - ACCESS POINT	09/25/2023	10-73-240 OFFICE SUPPLIES & EXPENSE	238.00	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	10-41-312 COMPUTER & TECH SERVICES	270.00	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	10-44-312 COMPUTER & TECH SERVICES	37.50	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	28-40-312 COMPUTER & TECH SERVICES	61.50	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	30-40-312 COMPUTER & TECH SERVICES	12.50	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	51-40-312 COMPUTER & TECH SERVICES	57.00	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	52-55-312 COMPUTER & TECH SERVICES	25.00	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	53-56-312 COMPUTER & TECH SERVICES	83.00	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	10-87-312 COMPUTER & TECH SERVICES	69.50	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	10-90-312 COMPUTER & TECH SERVICE	12.50	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	10-92-312 COMPUTER & TECH SERVICES	50.00	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	20-40-312 COMPUTER & TECH SERVICES	37.50	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	22-40-312 COMPUTER & TECH SERVICES	12.50	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	24-40-312 COMPUTER & TECH SERVICES	50.00	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	10-78-312 COMPUTER & TECH SERVICES	25.00	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	10-79-312 COMPUTER & TECH SERVICES	33.00	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	10-81-312 COMPUTER & TECH SERVICES	125.00	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	10-83-312 COMPUTER & TECH SERVICES	81.00	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	10-84-312 COMPUTER & TECH SERVICES	12.50	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	10-85-312 COMPUTER & TECH SERVICES	25.00	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	10-60-312 COMPUTER & TECH SERVICES	45.50	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	10-70-312 COMPUTER & TECH SERVICES	497.00	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	10-73-312 COMPUTER & TECH SERVICES	148.00	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	10-75-312 COMPUTER & TECH SERVICES	62.50	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	10-76-312 COMPUTER & TECH SERVICES	28.50	
80473	CCC - OCT 23 0365,EXCHANGE	09/30/2023	10-77-312 COMPUTER & TECH SERVICES	33.00	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	24-40-312 COMPUTER & TECH SERVICES	109.85	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	28-40-312 COMPUTER & TECH SERVICES	164.77	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	30-40-312 COMPUTER & TECH SERVICES	27.46	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	51-40-312 COMPUTER & TECH SERVICES	164.77	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	52-55-312 COMPUTER & TECH SERVICES	54.92	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	53-56-312 COMPUTER & TECH SERVICES	192.23	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	10-85-312 COMPUTER & TECH SERVICES	54.92	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	10-87-312 COMPUTER & TECH SERVICES	192.23	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	10-90-312 COMPUTER & TECH SERVICE	27.46	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	10-92-312 COMPUTER & TECH SERVICES	109.85	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	20-40-312 COMPUTER & TECH SERVICES	82.39	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	22-40-312 COMPUTER & TECH SERVICES	27.46	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	10-77-312 COMPUTER & TECH SERVICES	82.39	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	10-78-312 COMPUTER & TECH SERVICES	54.92	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	10-79-312 COMPUTER & TECH SERVICES	82.39	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	10-81-312 COMPUTER & TECH SERVICES	274.62	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	10-83-312 COMPUTER & TECH SERVICES	247.16	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	10-84-312 COMPUTER & TECH SERVICES	27.46	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	10-44-312 COMPUTER & TECH SERVICES	82.39	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	10-60-312 COMPUTER & TECH SERVICES	109.85	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	10-70-312 COMPUTER & TECH SERVICES	1,428.03	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	10-73-312 COMPUTER & TECH SERVICES	384.47	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	10-75-312 COMPUTER & TECH SERVICES	137.31	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	10-76-312 COMPUTER & TECH SERVICES	82.39	
80474	CCC - OCT 23 IT SUPPORT	09/30/2023	10-41-312 COMPUTER & TECH SERVICES	631.64	
80538	CCC - DESKTOP COMPUTER / RENON	10/06/2023	10-41-240 OFFICE SUPPLIES & EXPENSE	903.00	
Total MOUNTAIN WEST COMPUTERS:				8,013.83	
MOUNTAINLAND SUPPLY LLC					
S105570502.001	9372 - DRINKING FOUNTAIN / PICKLE	09/12/2023	10-83-730 CAP OUTLAY-IMPROVEMENTS	8,443.69	
Total MOUNTAINLAND SUPPLY LLC:				8,443.69	
MUNICIPALH2O.COM					
12783	CC WWTP - EPA COMPLIANCE SERV	10/01/2023	53-56-310 PROF & TECH SERVICES	350.00	
Total MUNICIPALH2O.COM:				350.00	
NUCO2					
74503296	446694 - BULK CO2 POOL Y24	09/29/2023	20-40-254 CHEMICALS	257.70	
Total NUCO2:				257.70	
OVERDRIVE INC					
01506CO2333197	1506-1027 - LBRY CHILDREN'S BOOKS	09/26/2023	10-87-483 BOOKS-CHILDREN	482.22	
01506CO23335729	1506-1027 - GENERAL COLLECTIONS	09/27/2023	10-87-481 BOOKS-GENERAL COLLECTION	154.49	
Total OVERDRIVE INC:				636.71	
PEAK ASPHALT LLC					
8-546937	CEDAR716 - LMCRS-2H CHIP OIL	08/20/2023	10-79-269 MAINTENANCE-CHIP SEALING	25,899.85	
8-546942	CEDAR716 - LMCRS-2H CHIP OIL	08/21/2023	10-79-269 MAINTENANCE-CHIP SEALING	26,298.00	
8-546943	CEDAR716 - LMCRS-2H CHIP OIL	08/20/2023	10-79-269 MAINTENANCE-CHIP SEALING	26,378.05	
8-546944	CEDAR716 - LMCRS-2H CHIP OIL	08/19/2023	10-79-269 MAINTENANCE-CHIP SEALING	27,572.95	
Total PEAK ASPHALT LLC:				106,148.85	
PINETOP ENGINEERING					
4926	CCC - TRAFFIC LIGHT MAINT / SEP 23	09/30/2023	10-79-261 MAINTENANCE-TRAFFIC LIGHTS	4,889.99	
Total PINETOP ENGINEERING:				4,889.99	

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POLYDYNE INC					
1775200	108711 - POLYMER EMULSION Y24	09/28/2023	53-56-254 CHEMICALS	13,069.29	
Total POLYDYNE INC:				13,069.29	
PRECISION EXCAVATING LLC					
5.5	CCC - COLLEGE AVE WTRLINE REPLA	10/06/2023	51-40-731 CAP OUTLAY-LINE REPLACEMENT	88,422.30	
7	CCC - I-15 STRM DRN IMPROVEMENT	10/06/2023	10-79-738 CAP OUTLAY-STORMWATER	12,445.00	
Total PRECISION EXCAVATING LLC:				100,867.30	
PRESTON'S SHREDDING					
54041101123	CCC - FY24 SHREDDING	10/11/2023	10-41-240 OFFICE SUPPLIES & EXPENSE	80.00	
Total PRESTON'S SHREDDING:				80.00	
REHRIG PACIFIC COMPANY					
50334850	204758 - GARBAGE CANS	08/21/2023	55-40-481 GARBAGE CANS	46,144.64	
Total REHRIG PACIFIC COMPANY:				46,144.64	
ROCKY MTN INFORMATION NETWORK					
24374	UTPD003 - RMIN MEMBERSHIP 23/24	07/12/2023	10-70-210 SUBSCRIPTIONS & MEMBERSHIPS	100.00	
Total ROCKY MTN INFORMATION NETWORK:				100.00	
ROCKY RIDGE ROLL-OFFS INC					
90303	CC ARENA - GARBAGE DISPOSAL	09/29/2023	10-90-262 BUILDING & GROUND MAINTENANCE	230.00	
90531	CC GOLF - GARBAGE DISPOSAL	10/01/2023	28-40-262 BUILDING & GROUND MAINTENANCE	249.00	
Total ROCKY RIDGE ROLL-OFFS INC:				479.00	
ROOTS 2 LEAVES LLC					
1628	CC STR - TREE TRIMMING AROUND S	10/06/2023	10-79-263 MAINTENANCE-STREETS	807.50	
Total ROOTS 2 LEAVES LLC:				807.50	
RUSH TRUCK CENTERS					
3033988133	187984 - STEERING GEAR	08/31/2023	10-78-930 INVENTORY	1,683.50	
3034295794	187984 - STEERING GEAR CORE	09/25/2023	10-78-930 INVENTORY	(598.50)	
Total RUSH TRUCK CENTERS:				1,085.00	
SCHINDLER ELEVATOR CORPORATION					
7153787267	702303 - CCHT - ELEVATOR SERVICE	09/08/2023	10-92-252 EQUIPMENT MAINTENANCE	396.19	
9170254618	702303 - CCC ELEVATOR MAINT ARPT	09/30/2023	24-40-262 BUILDING & GROUND MAINTENANCE	107.12	
9170254618	702303 - CCC ELEVATOR MAINT AQT	09/30/2023	20-40-262 BUILDING & GROUND MAINTENANCE	107.12	
9170254618	702303 - CCC ELEVATOR MAINT CO Y	09/30/2023	10-42-262 BUILDING & GROUND MAINTENANCE	107.12	
9170254618	702303 - CCC ELEVATOR MAINT HC Y	09/30/2023	10-92-262 BUILDING & GROUND MAINTENANCE	322.39	
9170254618	702303 - CCC ELEVATOR MAINT PRK	09/30/2023	56-41-262 BUILDING & GROUND MAINTENANCE	213.21	
Total SCHINDLER ELEVATOR CORPORATION:				1,253.15	
SCHOLZEN PRODUCTS COMPANY					
6773616-01	100592 - MISC SUPPLIES FLEET	09/28/2023	10-78-930 INVENTORY	139.20	
Total SCHOLZEN PRODUCTS COMPANY:				139.20	

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SECURITY ESCROW & TITLE AGENCY LLC					
5855	CC ENG - FILE 16145-00001 TITLE SEA	10/02/2023	10-81-310 PROF & TECH SERVICES	2,550.00	
Total SECURITY ESCROW & TITLE AGENCY LLC:				2,550.00	
SHAKESPEAR SALES & SERVICE					
00369	CC STRT - ICE MACH REPAIR	09/27/2023	10-79-252 EQUIPMENT MAINTENANCE	332.04	
Total SHAKESPEAR SALES & SERVICE:				332.04	
SKAGGS PUBLIC SAFETY EQUIPMENT					
450_A_184391_1	103035 - CCPD - TRAINING ROUNDS	09/15/2023	10-70-452 FIREARM SUPPLIES	949.19	
450_A_188526_1	270427 - CCFD - HATS	09/19/2023	10-73-451 UNIFORM ALLOWANCE	1,113.05	
450_A_189535_2	103035 - CCPD - NAME PLATES	09/01/2023	10-70-620 UNIFORM PURCHASE	14.00	
450_A_189535_3	103035 - CCPD - PANTS	09/05/2023	10-70-620 UNIFORM PURCHASE	112.00	
450_A_189535_4	103035 - CCPD - SHIRTS	09/12/2023	10-70-620 UNIFORM PURCHASE	221.40	
450_A_190606_1	103035 - CCPD - SHIRTS	08/29/2023	10-70-620 UNIFORM PURCHASE	84.35	
450_A_190606_2	103035 - CCPD - SHIRTS	09/26/2023	10-70-620 UNIFORM PURCHASE	100.60	
450_A_190606_3	103035 - CCPD - SHIRTS	09/28/2023	10-70-620 UNIFORM PURCHASE	90.60	
450_A_190606_4	103035 - CCPD - SHIRTS	09/29/2023	10-70-620 UNIFORM PURCHASE	191.20	
450_A_192130_1	103035 - CCPD - PANTS	09/11/2023	10-70-620 UNIFORM PURCHASE	867.65	
450_A_192517_1	270427 - CCFD - PANTS	09/27/2023	10-73-451 UNIFORM ALLOWANCE	1,797.20	
450_A_195321_1	270427 - CCFD - UNIFORMS	09/27/2023	10-73-451 UNIFORM ALLOWANCE	252.79	
Total SKAGGS PUBLIC SAFETY EQUIPMENT:				5,794.03	
SMITH HARTVIGSEN					
60219	CC EC DEV - DOWNTOWN CRA	08/31/2023	10-60-614 ECONOMIC INCENTIVE OBLIGATIONS	3,332.00	
Total SMITH HARTVIGSEN:				3,332.00	
SOUTH CENTRAL COMMUNICATIONS					
OCT 2023	9192600 - SEP 2023 INTERNET	10/01/2023	10-41-280 TELEPHONE	81.31	
OCT 2023	9192600 - SEP 2023 INTERNET	10/01/2023	10-70-280 TELEPHONE	25.00	
OCT 2023	9192600 - SEP 2023 INTERNET	10/01/2023	10-77-280 TELEPHONE	43.73	
OCT 2023	9192600 - SEP 2023 INTERNET	10/01/2023	10-83-280 TELEPHONE	21.86	
OCT 2023	9192600 - SEP 2023 INTERNET	10/01/2023	10-90-280 TELEPHONE	21.86	
OCT 2023	9192600 - SEP 2023 INTERNET	10/01/2023	10-92-280 TELEPHONE	70.00	
OCT 2023	9192600 - SEP 2023 INTERNET	10/01/2023	28-40-280 TELEPHONE	31.24	
OCT 2023	9192600 - SEP 2023 INTERNET	10/01/2023	51-40-280 TELEPHONE	125.00	
OCT 2023	9192600 - SEP 2023 INTERNET	10/01/2023	52-55-280 TELEPHONE	125.00	
OCT 2023	9192600 - SEP 2023 INTERNET	10/01/2023	53-56-280 TELEPHONE	125.00	
Total SOUTH CENTRAL COMMUNICATIONS:				670.00	
SPECTRUM					
0005827396	101023 - FD ARCHITECT BID AD	09/25/2023	10-73-220 PUBLIC NOTICES	46.74	
0005827758	101023 - CCC NOTICE OF PUBLIC HE	09/19/2023	10-41-220 PUBLIC NOTICES	21.23	
0005827771	101023 - CCDA NOTICE OF PUBLIC HE	09/19/2023	10-41-220 PUBLIC NOTICES	23.10	
0005832169	10231170 - ENG EASEMENT PROCUR	09/24/2023	10-81-220 PUBLIC NOTICES	39.31	
Total SPECTRUM:				130.38	
SPENCER ASPHALT MAINTENANCE					
3860	CC STR - CRACK SEAL / SEAL COAT A	10/09/2023	10-79-263 MAINTENANCE-STREETS	11,091.15	
Total SPENCER ASPHALT MAINTENANCE:				11,091.15	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
STATE OF UTAH - DEPT OF PUB SAFETY					
24C0000006	CCPD - FY24 DISPATCH SERVICES	09/06/2023	10-70-311 DISPATCH SERVICE	281,435.00	
24H0000205	CCEVNTS - SAFETY SHIFT 9/9/23 CCH	09/27/2023	30-40-223 RUNNERS SERIES	680.00	
Total STATE OF UTAH - DEPT OF PUB SAFETY:				282,115.00	
STATE OF UTAH FUEL NETWORK					
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	10-42-251 GAS & OIL	72.70	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	52-55-251 GAS & OIL	2,398.94	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	53-56-251 GAS & OIL	1,160.00	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	54-40-251 GAS & OIL	2,719.76	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	55-40-251 GAS & OIL	7,350.59	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	10-90-251 GAS & OIL	262.03	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	22-40-251 GAS & OIL	3,338.45	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	24-40-251 GAS & OIL	592.96	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	28-40-251 GAS & OIL	103.34	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	30-40-251 GAS & OIL	376.64	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	51-40-251 GAS & OIL	3,995.37	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	10-78-251 GAS & OIL	195.28	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	10-79-251 GAS & OIL	16,191.10	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	10-81-251 GAS & OIL	281.75	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	10-83-251 GAS & OIL	2,412.93	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	10-84-251 GAS & OIL	69.53	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	10-85-251 GAS & OIL	221.56	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	10-60-251 GAS & OIL	24.46	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	10-70-251 GAS & OIL	13,439.55	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	10-73-251 GAS & OIL	2,651.78	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	10-75-251 GAS & OIL	637.80	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	10-76-251 GAS & OIL	676.48	
F2403E00796	CCC - SEP 2023 VEHICLE FUEL	10/03/2023	61-40-251 GAS & OIL	950.40	
Total STATE OF UTAH FUEL NETWORK:				60,123.40	
STOTZ EQUIPMENT CO LLC					
P56011	CEDAR022 - JOINTS & BEARINGS / JO	09/05/2023	24-40-252 EQUIPMENT MAINTENANCE	515.99	
P56580	CEDAR022 - UNIVERSAL DRIVE / JOH	09/22/2023	24-40-252 EQUIPMENT MAINTENANCE	761.72	
Total STOTZ EQUIPMENT CO LLC:				1,277.71	
SUNROC CORPORATION					
41266187	CEDCI - ROAD CHIPS	08/23/2023	10-79-269 MAINTENANCE-CHIP SEALING	14,931.12	
41266188	CEDCI - CYCLONE SAND	08/23/2023	54-40-253 INFRASTRUCTURE MAINTENANCE	373.44	
Total SUNROC CORPORATION:				15,304.56	
SUPER SEER CORPORATION					
76251	CCPD - MOTORCYCLE HELMETS	10/04/2023	10-70-640 LIQUOR ENFORCEMENT	1,082.80	
Total SUPER SEER CORPORATION:				1,082.80	
SYMBOL ARTS					
0469165	00-CED005 - OFFICER BADGES	07/25/2023	10-70-622 PATCHES & BADGES	555.00	
Total SYMBOL ARTS:				555.00	
TACTEC					
17196	CC CATS - RADIO SERV 23/24	09/30/2023	22-40-252 EQUIPMENT MAINTENANCE	160.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total TACTEC:				160.00	
TALISA MYERS					
7	CCC - ECON DEV - MAIN ST DIRECTO	09/28/2023	10-60-950 STATE GRANT-MAINSTREET PROGRAM	228.75	
Total TALISA MYERS:				228.75	
TANGO TANGO INC					
2167	CCPD - RADIO INTEGRATION	08/01/2023	10-70-312 COMPUTER & TECH SERVICES	7,380.00	
Total TANGO TANGO INC:				7,380.00	
THE KEY MAKER LOCKSMITH SERVICE					
35133	CC CH - PADLOCKS FOR STALLS	10/06/2023	10-90-740 CAP OUTLAY-EQUIPMENT	4,960.00	
Total THE KEY MAKER LOCKSMITH SERVICE:				4,960.00	
THE PARTRIDGE PSYCHOLOGICAL GROUP					
5416	CCPD - PRE-EMP EVAL H.HIGGS	09/11/2023	10-70-310 PROF & TECH SERVICES	426.00	
Total THE PARTRIDGE PSYCHOLOGICAL GROUP:				426.00	
TONGS FIRE EXTINGUISHER SALES AND SERV					
6396	CCPD - FIRE EXT RECHARGE	09/18/2023	10-70-252 EQUIPMENT MAINTENANCE	171.25	
Total TONGS FIRE EXTINGUISHER SALES AND SERV:				171.25	
TURF EQUIPMENT CO.					
3009294-00	3316 - GREENS AERATOR #415193216	09/12/2023	28-40-740 CAP OUTLAY-EQUIPMENT	34,280.74	
Total TURF EQUIPMENT CO.:				34,280.74	
TYTAN SECURITY					
R 72531	TY6807 - AQUATIC SECURITY Y24	10/24/2023	20-40-280 TELEPHONE	59.98	
Total TYTAN SECURITY:				59.98	
ULINE					
168649095	12529473 - FLAMABLE LIQ CABINET	09/19/2023	10-73-262 BUILDING & GROUND MAINTENANCE	1,448.09	
Total ULINE:				1,448.09	
UNIFIRST CORPORATION					
2310009331	1895629 - UNIFORM SERVICE	09/28/2023	10-83-451 UNIFORM SERVICE	70.70	
2310009831	1895629 - UNIFORM SERVICE	10/05/2023	10-83-451 UNIFORM SERVICE	70.70	
Total UNIFIRST CORPORATION:				141.40	
UTAH DEPT OF GOVERNMENT OPERATIONS					
A.MONTES-PORRA	RETURNING WATER FUNDS A.MONTE	10/11/2023	01-11750 CASH CLEARING-UTILITIES	319.50	
B.BEATTY 10.3.23	RETURNING WATER FUNDS B.BEATT	10/03/2023	01-11750 CASH CLEARING-UTILITIES	336.00	
Total UTAH DEPT OF GOVERNMENT OPERATIONS:				655.50	
UTAH HIGHWAY PATROL					
2023 INSPECTION	CC FLT - INSPECTION CERT N.KAMIN	09/22/2023	10-78-230 TRAVEL & TRAINING	4.50	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total UTAH HIGHWAY PATROL:				4.50	
VISA					
8.28.23 ALA CHELL	3701 CCVISA - EVENTS - CCHM CATE	08/28/2023	30-40-223 RUNNERS SERIES	3,144.00	
8.28.23 HOTELS.C	3701 CCVISA - CCC ULCT REGISTRATI	08/28/2023	10-41-230 TRAVEL & TRAINING	143.42	
8.28.23 HOTELS.C	3701 CCVISA - CCC ULCT REGISTRATI	08/28/2023	10-41-230 TRAVEL & TRAINING	143.42	
8.28.23 HOTELS.C	3701 CCVISA - CCC ULCT REGISTRATI	08/28/2023	10-41-230 TRAVEL & TRAINING	143.42	
8.28.23 HOTELS.C	3701 CCVISA - CCC ULCT REGISTRATI	08/28/2023	10-41-230 TRAVEL & TRAINING	143.42	
8.28.23 SO UTAH R	3701 CCVISA - EVENTS - MOONWALK	08/28/2023	30-40-223 RUNNERS SERIES	1,000.00	
8.29.23 SILCA	3701 CCVISA - EVENTS - HALF MARAT	08/29/2023	30-40-223 RUNNERS SERIES	1,639.95	
8.29.23 STRATEGY	3701 CCVISA - EVENTS - CHRISTMAS	08/29/2023	30-40-222 EVENT RECRUITMENT	1,295.00	
8.30.23 4IMPRINT	3701 CCVISA - EVENTS - SUPPLIES 4I	08/30/2023	30-40-220 ADVERTISING	3,464.47	
8.30.23 LINS	3701 CCVISA - PD - GIFT CARDS FOR	08/30/2023	10-70-611 EMPLOYEE RECOGNITION	3,583.30	
9.11.23 TRAVELER	3701 CCVISA - PW - POL 660-5481L80A	09/11/2023	56-41-510 INSURANCE & SURETY BONDS	250.00	
9.13.23 BODY REVI	3701 CCVISA - EVENTS - CCHM WINN	09/13/2023	30-40-223 RUNNERS SERIES	898.00	
9.13.23 GRADIENT	3701 CCVISA - EVENTS - HALF MARAT	09/13/2023	30-40-223 RUNNERS SERIES	3,718.00	
9.14.23 LUXE BALL	3701 CCVISA - EVENTS - HALF MARAT	09/14/2023	30-40-223 RUNNERS SERIES	955.00	
9.22.23 ALA CHELL	3701 CCVISA - EVENTS - HALF MARAT	09/22/2023	30-40-223 RUNNERS SERIES	5,144.00	
9.22.23 MI AMOR	3701 CCVISA - EVENTS - HALF MARAT	09/22/2023	30-40-223 RUNNERS SERIES	1,521.00	
9.4.23 HOTELS.CO	3701 CCVISA - CCC ULCT REGISTRATI	09/04/2023	10-41-230 TRAVEL & TRAINING	(8.21)	
9.4.23 HOTELS.CO	3701 CCVISA - CCC ULCT REGISTRATI	09/04/2023	10-41-230 TRAVEL & TRAINING	(8.21)	
9.4.23 HOTELS.CO	3701 CCVISA - CCC ULCT REGISTRATI	09/04/2023	10-41-230 TRAVEL & TRAINING	(143.42)	
9.4.23 HOTELS.CO	3701 CCVISA - CCC ULCT REGISTRATI	09/04/2023	10-41-230 TRAVEL & TRAINING	(143.42)	
9.6.23 STAPEL SIG	3701 CCVISA - EVENTS - HALF MARAT	09/06/2023	30-40-223 RUNNERS SERIES	122.00	
9.6.23 SWIG	3701 CCVISA - EVENTS - CCHM WINN	09/06/2023	30-40-223 RUNNERS SERIES	70.95	
9.6.23 TJ MAXX	3701 CCVISA - EVENTS - HALF MARAT	09/06/2023	30-40-223 RUNNERS SERIES	192.81	
9.6.23 UHAUL	3701 CCVISA - EVENTS - HALF MARAT	09/06/2023	30-40-223 RUNNERS SERIES	518.87	
9.6.23 UHAUL.	3701 CCVISA - EVENTS - HALF MARAT	09/06/2023	30-40-223 RUNNERS SERIES	690.66	
9.7.23 JOANN STO	3701 CCVISA - EVENTS - HALF MARAT	09/07/2023	30-40-223 RUNNERS SERIES	70.62	
9.7.23 LINS	3701 CCVISA - EVENTS - CCHM WINN	09/07/2023	30-40-223 RUNNERS SERIES	1,119.29	
9.7.23 SKYWARE L	3701 CCVISA - ARPT - RWX INSPECTI	09/07/2023	24-40-310 PROF & TECH SERVICES	2,400.00	
9.8.23 LINS	3701 CCVISA - EVENTS - HALF MARAT	09/08/2023	30-40-223 RUNNERS SERIES	80.58	
9.8.23 LINS.	3701 CCVISA - EVENTS - CCHM WINN	09/08/2023	30-40-223 RUNNERS SERIES	81.90	
9.8.23 LITTLE CAE	3701 CCVISA - EVENTS - HALF MARAT	09/08/2023	30-40-223 RUNNERS SERIES	59.62	
9.8.23 LITTLE CAE	3701 CCVISA - EVENTS - HALF MARAT	09/08/2023	30-40-223 RUNNERS SERIES	61.01	
9.8.23 SUU SHERR	3701 CCVISA - EVENTS - HALF MARAT	09/08/2023	30-40-223 RUNNERS SERIES	462.00	
9.8.23 TS GRATEF	3701 CCVISA - EVENTS - HALF MARAT	09/08/2023	30-40-223 RUNNERS SERIES	238.97	
Total VISA:				33,052.42	
WAXIE SANITARY SUPPLY					
82030182	129252 - CLEANING SUPL AQUATICS	10/10/2023	20-40-261 JANITORIAL SUPPLIES	716.79	
Total WAXIE SANITARY SUPPLY:				716.79	
WOOLSEY LAND SURVEYING PC					
1967	CC ENG - DRONE IMAGE/SURVEY - C	09/29/2023	10-79-736 CAP OUTLAY-CODY STREET IMPROVE	3,500.00	
Total WOOLSEY LAND SURVEYING PC:				3,500.00	
Grand Totals:				1,120,623.42	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Dated:	_____				
Mayor:	_____				
City Council:	_____				

City Recorder: Rendon Savage
City Treasurer: Rhean Carlson

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

CEDAR CITY COUNCIL

AGENDA ITEMS – 5

TO: Mayor and City Council
FROM: City Attorney
DATE: October 23, 2023
SUBJECT: Amended Development Agreement for 900 W project with The Dixie & Anne Leavitt Foundation.
DISCUSSION:

I've updated two things since the last meeting. First, I added a specific reference to the recording information on the first Development Agreement, which I'm told is, if not always a requirement, at least a good idea when amending a recorded document. Second, I added the "approximately 6-foot language" we discussed in the last meeting. The remainder is the same as before.

Please consider approving the attached resolution and Amended Development Agreement.

Council Vote
Harris -
Lom -
Phillips -
Willing -
Riddle -

CEDAR CITY RESOLUTION NO. 23-1025

**A RESOLUTION APPROVING THE AMENDED DEVELOPMENT AGREEMENT
WITH THE DIXIE & ANNE LEAVITT FAMILY FOUNDATION FOR
APPROXIMATELY 3.35 ACRES LOCATED AT APPROXIMATELY 222 S, 234 S, AND
256 S 900 W 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 Amended Development Agreement; and

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

Area	Use	Acres	Current Zone
B-1115-0008-0000	Residential	0.26	SHD
B-1115-0013-0000	Residential	0.26	SHD
B-1115-0002-0000	Residential	2.83	SHD

WHEREAS, the Amended Development Agreement outlines the responsibilities for each party and adds the additional requirement/allowance to build a masonry wall ten feet from the property line, immediately behind the required landscaping; and

WHEREAS, attached hereto and incorporated herein as exhibit A is the Amended 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 Amended Development Agreement provided in Exhibit A is approved by Cedar City.

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

This resolution shall take effect immediately upon passage.

Dated this ___ day of October, 2023.

GARTH O. GREEN
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

EXHIBIT A

**Cedar City's Amended Development Agreement with
The Dixie & Anne Leavitt Family Foundation**

AMENDED DEVELOPMENT AGREEMENT

This Amended 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 The Dixie & Anne Leavitt Family Foundation, a Utah limited liability company, hereafter referred to as “Developer.” The Developer is the owner of approximately 3.35 acres of property located in Cedar City in the vicinity of 222 S, 234 S, and 256 S 900 W (the “Project”). The City and Developer are collectively referred to in this Agreement as the “Parties.” This Amended Development Agreement replaces and supersedes the previous Development Agreement approved by the Cedar City Council on September 13, 2023, and recorded on October 2, 2023 (Book: 1656, Page: 1153).

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-1115-0008-0000 (0.26 acres), B-1115-0013-0000 (0.26 acres), and B-1115-0002-0000 (2.83 acres) located on or about 222 S, 234 S, and 256 S 900 W, Cedar City, Utah, with the legal description of the individual lots and map being contained in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”).

D. Parties acknowledge that the Project property is currently zoned in the following areas as follows:

Area	Use	Acres	Current Zone
B-1115-0008-0000	Residential	0.26	R-2-2
B-1115-0013-0000	Residential	0.26	R-2-2
B-1115-0002-0000	Residential	2.83	R-1 & R-2-2

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, and to outline when various City infrastructure improvements are to be constructed and dedicated to the City.

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 No. _____, 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 Descriptions of Properties
- 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 City's ordinances. In addition, Developer hereby agrees to satisfy all conditions imposed by the Cedar City Council, namely:

- i. No building or structure will be constructed within thirty-five feet (35') of the project boundaries on the south and east sides of the project.

- ii. Developer is required to install and maintain gates in the expected cinder block wall on the south side of the project for the use of the residents of the properties abutting the south side of the project. Unless another size or location is mutually agreed upon by Developer and the affected property owner(s), the gates will be installed approximately where the current gates are located and of the same approximate size and not where existing structures on the neighboring properties would obstruct the use of any part of the gate. Developer will maintain unobstructed access on the project side of the gates, allowing for continued use as has previously been allowed.
- iii. Prior to installing the landscaping, Developer is required to consult with the abutting neighbors to receive their input.
- iv. Developer shall install an approximately 6-foot masonry wall on the east side of the project, immediately behind the required 10-foot landscaping except at installed street entrances/exits with appropriate adjustments for appropriate sight distances near those entrances/exits. This condition is otherwise contrary to City Ordinance but is specifically authorized by this agreement pursuant to the requirements of UCA § 10-9a-532(2)(a)(iii).

B. Project Density and Lot Arrangement. The Parties acknowledge that the exact configuration of the final layout of the Project may vary from that described in Council meeting due to road changes in the vicinity, market forces, and other factors that are unforeseeable. Developer may transfer the location of the residential dwelling units between and among the discussed buildings so long as (a) no transfer shall allow the Project to exceed the maximum residential dwelling units as set forth in this Agreement, if any, and (b) all residential dwelling lots satisfy the minimum zoning requirements as specified in the SHD zone.

IV. Vested Rights and Reserved Legislative Powers.

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

Area	Use	Acres	New Zone
B-1115-0008-0000	Residential	0.26	SHD
B-1115-0013-0000	Residential	0.26	SHD
B-1115-0002-0000	Residential	2.83	SHD

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 allowed by ordinance, except as specified in 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), 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 forty (40) 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 forty (40) year term limit.

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: The Dixie & Anne Leavitt Family Foundation
176 West 725 South
P.O. Box 1027
Cedar City, UT 84721

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:

The Dixie & Anne Leavitt Family Foundation

By: _____

Mark O. Leavitt

STATE OF UTAH

:ss.

COUNTY OF _____)

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

By: _____

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 he 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

EXHIBIT B

Cedar City Resolution No. 23-1025

Exhibit C

Preliminary Layout Plan

CEDAR CITY COUNCIL

AGENDA ITEMS – *LP*

DECISION PAPER

TO: Mayor and City Council
FROM: City Attorney
DATE: October 23, 2023
SUBJECT: Request to vacate public utility easement at approximately 1930 North Fiddler's Canyon Road (Fiddler's Canyon Hills Subdivision).

DISCUSSION:

Please find an updated ordinance on this item. The original legal description I was given was for the new easement's location rather than the legal description of the current easement to be vacated. All else remains the same.

Please consider whether to pass this ordinance vacating the current public utility easement and accepting the alternative public utility easement.

CEDAR CITY ORDINANCE NO. 1025-23__

**AN ORDINANCE OF THE CEDAR CITY COUNCIL VACATING
PUBLIC UTILITY EASEMENT LOCATED AT
APPROXIMATELY 1930 NORTH FIDDLER'S CANYON ROAD**

WHEREAS, this public utility easement (PUE) is located at approximately 1930 North Fiddler's Canyon Road in Cedar City, Utah; and

WHEREAS, the PUE is located within the property lines of the Petitioner and is more particularly described in the below legal description; and

WHEREAS, the Petitioner of the PUE vacation needs the PUE moved to a new location for its subdivision, Fiddler's Canyon Hills; and

WHEREAS, an adequate replacement PUE will be provided with the subdivision; and

WHEREAS, Cedar City staff from the departments of Public Works, Engineering and Legal have reviewed the proposal and find the requested PUE vacation appropriate; and

WHEREAS, the Petitioner will record a PUE on the property to replace the current PUE;

WHEREAS, the local utility providers have been notified and had no issues with the proposal to move the PUE; and

WHEREAS, the Cedar City Planning Commission has reviewed the proposal and provided a positive recommendation; and

WHEREAS, prior to holding a public hearing before the Cedar City Council public notice has been published in accordance with the applicable provisions of the Utah Municipal Land Use Development and Management Act; and

WHEREAS, after receiving public input during the public hearing, if any, the Cedar City Council determines, in accordance with UCA §10-9a-609.5, that good cause exists to vacate the public utility easement as contained in the below legal description, and that no material injury to any person or the public interest will occur by the proposed vacation of the public utility easement.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah that the public utility easement is hereby vacated, contingent upon the proper recording of the replacement PUE and the movement of all utilities at the petitioner's expense, as more particularly described as follows:

EXISTING PUBLIC RIGHT OF WAY TO BE VACATED

BEGINNING AT A POINT N00°18'30"W, 1422.23 FEET ALONG THE SECTION LINE AND WEST, 496.26 FEET FROM THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S56°19'16"W, 18.93 FEET TO A CUSP OF A 315.45 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIAL POINT BEARS N85°04'03"W); THENCE 36.40 FEET ALONG THE LENGTH OF SAID CURVE THROUGH AN INCLUDED ANGLE OF 13°09'46"; THENCE N84°53'31"E, 127.99 FEET; THENCE S56°09'07"W, 31.20 FEET; THENCE S84°53'31"W, 85.18 FEET TO A POINT ON A 330.45 FOOT NON-TANGENT CURVE TO THE RIGHT (RADIAL POINT BEARS S84°30'49"W); THENCE 48.28 FEET ALONG THE LENGTH OF SAID CURVE THROUGH AN INCLUDED ANGLE OF 8°22'14" TO THE POINT OF BEGINNING.

CONTAINS 2,503 SQ FT

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

This ordinance, Cedar City Ordinance No. 1025-23-__ shall become effective immediately upon passage and publication as required by State Law.

Dated this _____ day of October, 2023.

Garth O. Green
Mayor

[Seal]
Attest

Renon Savage
Recorder



BROWN CONSULTING ENGINEERS

Civil Engineering • Land Surveying • Land Planning
736 South 900 East, Suite B105, St. George, UT 84790
Office 435-628-4700, www.browncivil.com

FIDDLERS CANYON HILLS WATER LINE EASEMENT VACATION DESCRIPTION AFFECTS DOC# 354923; (BK 542, PG 81)

BEGINNING AT A POINT N00°18'30"W, 1422.23 FEET ALONG THE SECTION LINE AND WEST, 496.26 FEET FROM THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S56°19'16"W, 18.93 FEET TO A CUSP OF A 315.45 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIAL POINT BEARS N85°04'03"W); THENCE 36.40 FEET ALONG THE LENGTH OF SAID CURVE THROUGH AN INCLUDED ANGLE OF 13°09'46"; THENCE N84°53'31"E, 127.99 FEET; THENCE S56°09'07"W, 31.20 FEET; THENCE S84°53'31"W, 85.18 FEET TO A POINT ON A 330.45 FOOT NON-TANGENT CURVE TO THE RIGHT (RADIAL POINT BEARS S84°30'49"W); THENCE 48.28 FEET ALONG THE LENGTH OF SAID CURVE THROUGH AN INCLUDED ANGLE OF 8°22'14" TO THE POINT OF BEGINNING.

CONTAINS 2,503 SQ FT

