



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
SEPTEMBER 17, 2014

IMMEDIATELY FOLLOWING THE ACTION MEETING

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

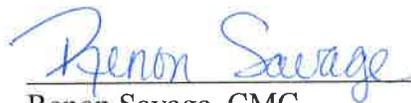
I. Business Agenda
Public

1. Consider a bond agreement with the Frontage Group, LLC – Platt & Platt Engineering /Paul Bittmenn
2. Consider a Cooperative agreement with the BLM regarding Thunderbird Gardens – Dave Jacobsen/Dan Rodgerson

Staff

3. Consider approval of a corrective deed to Sunset Ridge Village L.C. – Paul Bittmenn
4. Consider approval of a mining rights lease with Coal Creek Gravel, LLC – Paul Bittmenn
5. Consider a resolution in support of SUCOM – Danny Stewart & Rick Holman

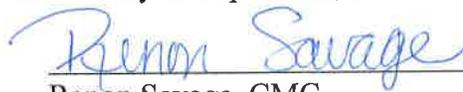
Dated this 15th day of September, 2014.



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 15th day of September, 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 - 1
DECISION PAPER

TO: Mayor and City Council

FROM: Paul Bittmenn

DATE: September 15, 2014

SUBJECT: Consider a bond agreement with the Frontage Group

DISCUSSION:

The Frontage Group owns property located in the vicinity of 1365 South Main Street. They have been through the City's Planning Commission for a minor lot subdivision to split the property into 2 parcels. The minor lot subdivision has been approved and recorded. They would like to develop the rear parcel and in order to begin the development they need to post a small bond as security to make sure the improvements to the public sidewalk are completed. They have deposited the necessary cash with the City (\$6,240.00).

Attached is a copy of the planning commission minutes and the bond agreement. Representatives with the Frontage Group have signed the bond agreement. Please consider approving the bond agreement.

CEDAR CITY PLANNING COMMISSION

MINUTES

September 2, 2014

The Cedar City Planning Commission held a Meeting on Tuesday, September 2, 2014, at 5:15 p.m., in the Cedar City Council Chambers, 10 North Main, Cedar City, Utah.

Members in attendance: Chair- Kristie McMullin, Fred Rowley, Rich Gillette, Kent Peterson, Mike Mitchell, and Mary Pearson

Members absent: - Jill Peterson - Excused

Staff in attendance: Kit Wareham, Paul Bittmenn, Larry Palmer, and Michal Adams

Others in attendance: Bob Platt

The meeting was called to order at 5:15

<u>ITEM/ REQUESTED MOTION</u>	<u>LOCATION/PROJECT</u>	<u>APPLICANT/ PRESENTER</u>
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I. Regular Items

- 1- Approval of Minutes August 19, 2014)

(Approval)

Rich moved to approve the minutes of August 19, 2014, seconded by Kent and the vote was unanimous.

- 2- Subd. - Minor Lot

1300 S Main-for LaQuinta Inn
Frontage Planned Commercial

Frontage Group
LLC/ Platt & Platt

Bob Platt presented; he said this was at the south interchange on the east side of Main Street. It is just south of the Shell station. They want to divide for the LaQuinta Inn in the rear leaving the entire front as the remainder parcel. They are doing this for financing purposes.

Fred asked about the access to this rear parcel. Bob said there was 1 shared access that will go back to the rear that is 28' wide then another access off the frontage road that is shared by the used car lot on the south. Bob pointed out a small portion that was acquired by the state for the south interchange.

Paul asked about easements for utilities to get to that rear piece. Bob said that the shared access will also be for utilities. Bob also pointed out the power line easement that was across the property is now in the rear.

Kit said as this is approval, they will need to bond for the sidewalk needed, all will go to Paul B. the attorney to get that bond agreement in place then this can be recorded.

Rich moved to approve the minor lot subdivision for the LaQuinta Inn, seconded by Fred and the vote was unanimous.

The meeting adjourned at 5:20 p.m.

Michal Adams, Administrative Assistant

**IRREVOCABLE CASH
BOND AGREEMENT FOR IMPROVEMENTS**

THIS AGREEMENT entered into this _____ day of September, 2014, by and between Cedar City, a municipal corporation of the State of Utah, herein referred to as "CITY", and Frontage Group, LLC, a Utah Limited Liability Company herein referred to as "APPLICANT", and residing at Iron County, Utah.

WITNESSETH:

WHEREAS, APPLICANT desires subdivision recordation from CITY for Frontage Planned Commercial Center, located in the vicinity of 1365 South Main Street, Cedar City, Utah; and

WHEREAS, the terms of said approval require APPLICANT to install the improvements set forth on Exhibit "A" attached hereto and hereby incorporated by reference; and

WHEREAS, CITY will not grant approval until adequate provision has been made to guarantee installation of the improvements, and warranty the improvements from any defects, which improvements and required warranty are estimated to cost \$6,240.00, and which improvements shall be installed under the direction and supervision of and in accordance with the specifications of CITY, and as described and set forth herein; and

WHEREAS, City Ordinances require APPLICANT to pay all applicable fees prior to installation of improvements set forth herein; and

WHEREAS, provision has been made by law whereby APPLICANT may, in lieu of final completion of the improvements prior to development approval file a guarantee acceptable to and in favor of CITY to secure the actual construction of the improvements in a manner satisfactory to the CITY; and

WHEREAS, the parties hereto expressly acknowledge the purpose of this bond agreement is not only to guarantee the proper installation of the improvements set forth herein, but also to eliminate the harmful effect of premature subdivision and other land developments which may leave property undeveloped and unproductive; and

WHEREAS, the parties expressly acknowledge that the benefits and protections provided by this Agreement shall enure solely to the CITY and not to third parties, including but not limited to lot purchasers, sub-contractors, laborers and suppliers.

NOW THEREFORE, in consideration of the covenants set forth herein, the parties agree as follows:

1. All data which is used by CITY to compute the cost of improvements is hereby made a part of this Cash Bond Agreement, attached hereto as Exhibit "A".

2. This Agreement further incorporates by reference the subdivision plat and all provisions required by Chapter 32 of the Cedar City Ordinance governing subdivisions.

3. APPLICANT shall complete the improvements required by this Agreement within one (1) year from the date of approval of the final plat by the City Council.

4. APPLICANT shall pay fees required prior to the issuance of any building permit for the first lot in the subdivision.

5. APPLICANT expressly acknowledges its obligation to complete and warrant the improvements is independent of any obligation of the CITY. APPLICANT agrees that its obligation to complete and warrant the improvements is not conditioned upon the commencement of actual construction work in the subdivision or development or upon the sale of any lot or part of the subdivision or development. APPLICANT further acknowledges that its obligation to complete and warrant the improvements is independent of any other remedy

available to CITY to secure proper completion of the improvements, and therefore acknowledges that APPLICANT may not assert as a defense that CITY has remedies against other entities, or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform, or preclude CITY from requiring APPLICANT'S performance under this Agreement.

6. APPLICANT hereby files as an independent guarantee with CITY for the purpose of insuring construction and installation of the improvements a cash bond in the amount of ~~\$6,240.00~~ (herein referred to as the "proceeds"). APPLICANT further agrees not to make demand for the proceeds prior to the time period stated in paragraph 3 above.

7. Final acceptance of the improvements shall be official only upon written notice to the APPLICANT from CITY expressly acknowledging final acceptance and upon delivery of lien waivers to the CITY covering all labor and material incorporated into the improvements.

8. APPLICANT shall be responsible for any substandard or defective improvements for a period of one year following final acceptance.

9. APPLICANT agrees to hold CITY, its officers, agents and employees harmless from any and all liability which may arise as a result of the installation of the improvements.

10. In the event the improvements have been installed to the satisfaction of the CITY pursuant to this Agreement and Cedar City Ordinances within the above-stated time period, CITY agrees to execute a written release of the proceeds of the cash bond.

11. In the event the improvements have not been installed to the satisfaction of the CITY pursuant to this Agreement and the Cedar City Ordinances within the above-stated time period, CITY may use and expend all of the proceeds, or such lesser amount as may be estimated by CITY to be necessary to complete the improvements required herein.

12. It is expressly understood and agreed upon that this Agreement shall not relieve

APPLICANT from the obligation to install the improvements in full. Should CITY demand payment pursuant to this Agreement, APPLICANT agrees to install any of the improvements and compensate CITY for all costs, including but not limited to construction, engineering and legal costs incurred by CITY to install any of the improvements to the extent that said costs are not adequately covered by the proceeds.

13. In the event of failure to complete improvements as required herein no further permits shall be issued, no business license shall be issued, and/or any existing permits or business license applicable to the location of the improvements shall be suspended until the improvements are completed. Upon City Council approval, a new bond may be executed to insure completion of the remaining improvements.

14. City may use the proceeds to hire a contractor on behalf of APPLICANT to complete the improvements. APPLICANT expressly grants to CITY and any contractor hired by CITY on behalf of APPLICANT, its successors and/or assigns, the right of access to the project property to complete the improvements.

15. Should any improvements prove to be substandard or defective within the one-year warranty period set forth above, CITY shall notify the APPLICANT in writing of such substandard or defective improvements. APPLICANT shall then have fifteen (15) days from said notice in which to commence repair of the improvements, and a reasonable amount of time as determined by CITY which shall be specified in the notice to complete repair of the improvements.

16. Should CITY exercise its option to install, complete or remedy any defect in the improvements, APPLICANT shall be responsible for the payment of the premium for any insurance policy covering any liability, damage, loss, judgment or personal injury to any person

or property, including but not limited to damage to APPLICANT or its property as a result of the work of any contractor hired by CITY on behalf of APPLICANT, its successors and/or assigns. The minimum dollar amount and the scope of coverage of the insurance policy shall be determined by CITY. APPLICANT shall indemnify and hold harmless CITY, its officers, employees and agents for any liability which exceeds the insurance policy limit. APPLICANT further agrees that CITY, at its option, may collect and expend the proceeds to make the premium payment should APPLICANT fail to pay said premium at the time of APPLICANT'S default as determined by CITY. Should APPLICANT fail to pay the same, no permit, approval or business license shall be issued by CITY, and any existing permit, approval or business license shall be suspended until the premium is paid and a bond is in place to pay subsequent payments on any such improvements or repairs. APPLICANT further agrees to indemnify and hold harmless CITY, its officers, agents and employees, from any damage or loss suffered or any judgment resulting from the work of any contractor hired by CITY on behalf of APPLICANT.

17. Should CITY exercise its option to install, complete, or remedy any defects in the improvements, APPLICANT shall indemnify and hold harmless CITY for any liability which exceeds the bond amount for the payment of any mechanic's or materialman's liens as a result of any work of any contractor (including sub-contractors and materialmen of any contractor) hired by CITY on behalf of APPLICANT, or which may arise due to a defect in the payment bond.

18. In addition to those events previously described herein, the following shall be considered events of default, the occurrence of which shall entitle CITY to invoke any and all remedies outlined in this Agreement (1) APPLICANT'S abandonment of the project which shall include APPLICANT'S failure to perform work for 180 consecutive days; (2) APPLICANT'S insolvency, appointment of a receiver, or filing a voluntary or involuntary petition in bankruptcy;

(3) the commencement of a foreclosure proceeding against the project property; or (4) the project property being conveyed in lieu of foreclosure.

19. Time is of the essence. In case either party shall fail to perform the obligations on its part to be performed at the time fixed for the performance, the other party may declare such party in default of its obligations herein and pursue any and all remedies it may have, either in equity or at law.

21. Whenever the term APPLICANT is used herein, it shall also refer to APPLICANT'S successors and/or assigns.

22. This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall further be governed by City Ordinances in effect at the time of execution of this Agreement.

23. The making and execution of this Agreement has been induced by no representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter herein. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

24. If any portion of this Agreement is declared invalid by a Court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

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Applicant's signature page.

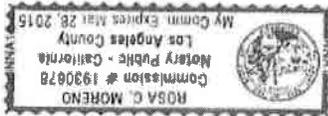
DATED this 4th day of September, 2014.

APPLICANT:

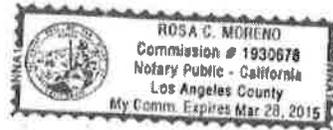
By: Amrutbhai M. Patel
Amrutbhai M. Patel, Member-Manager
Frontage Group, LLC

STATE OF California)
COUNTY OF Los Angeles)

On this 4th day of September, 2014, personally appeared before me, Amrutbhai M. Patel who duly acknowledged to me that he signed the above and foregoing document.



Rosa C. Moreno
NOTARY PUBLIC



City's signature page.

Dated this _____ day of September, 2014.

CITY:

MAILE L. WILSON, MAYOR

ATTEST:

RENON SAVAGE, CITY RECORDER

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

This is to certify that on the _____ day of September, 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

Exhibit "A"

Irrevocable Cash Bond Agreement

IMPROVEMENT COST ESTIMATE

Date: April 15, 2013
 Client: Oregon State University, Corvallis, OR 97331
 Location: Forestry Group, L.L.
 Project: OSU & P&L, Inc.
 Report # 444444

ITEM	UNIT	TOTAL QUANTITY	TOTAL AMOUNT	REMARKS	REMARKS	REMARKS	REMARKS	REMARKS	REMARKS
1. 2x4 Pine Studs	LF	100.00	100.00						
2. 2x6 Pine Studs	LF	100.00	100.00						
3. 2x8 Pine Studs	LF	100.00	100.00						
4. 2x10 Pine Studs	LF	100.00	100.00						
5. 2x12 Pine Studs	LF	100.00	100.00						
6. 2x14 Pine Studs	LF	100.00	100.00						
7. 2x16 Pine Studs	LF	100.00	100.00						
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141. 2x284 Pine Studs	LF	100.00	100.00						



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Color Country District Office

Cedar City Field Office

176 East DL Sargent Drive

Cedar City, UT 84721

Telephone (435) 865-3000

www.blm.gov/ut/st/en/fo/cedar_city.html

In Reply Refer To:

8300

UTC01000

MEMORANDUM OF UNDERSTANDING

BETWEEN: Cedar City and Bureau of Land Management (BLM), Cedar City Field Office.

AUTHORITY: The basis for this Memorandum of Understanding (MOU) is found in support or stimulation of a public purpose authorized by the following Federal statute(s):

1. Federal Land Policy and Management Act of 1976, 43 USC Section 1737 (b) and (c).
2. Cedar Beaver Garfield Antimony Land Use Plan Signed October 1986.

PURPOSE: The purpose of this MOU is to provide a basic outline for the construction of the Thunderbird Gardens Trailhead, Red Hill Trailhead, connector trails to trailheads, facilities, fences, and maintenance of sites, trails and access in support of the Hurricane Cliffs trails system. It is necessary to construct these trailheads to secure access points for the trails network, and to increase the recreation opportunities on BLM and Cedar City property, for the people of the United States.

Statement of Agreement

Cedar City

Cedar City will benefit from this MOU through a possible increase in tourism, additional recreational opportunities for local and non-local residents, and improve the health of the community both physically and mentally. Trail systems are also an attractive selling point for people that are making a choice to relocate individually or as a business.

Cedar City will:

1. Meet on an Ad Hoc basis with representatives of the BLM to discuss and agree on guidelines for project development to meet the purposes of this MOU.
2. Identify and comply with all applicable local, state, and federal laws and regulations as they relate to this project.
3. Communicate with the BLM before any work will be done on the trailheads and trails.

4. Enforce city ordinance SECTION 27-2. "Discharging Firearms" within the Thunderbird Gardens area
5. Assist with monitoring of the sites for vandalism, shooting, dumping, and any other illegal activity.
6. Provide a dump truck to haul material to the trailheads and debris away from the trailheads during construction.
7. Monitor the Thunderbird Gardens area with law enforcement.
8. Maintenance of the access road into Thunderbird Gardens Trailhead from the end of the paved road to the trailhead. The road would need to be maintained in a manner that would allow access for low-clearance vehicles.
9. Install and maintain the trailhead sign on Main Street provided by the BLM. Install No Shooting and No Dumping signs in the vicinity of Thunderbird Gardens area and water control dams above the golf course.
10. Nothing in this agreement shall bind future Cedar City Councils to funding projects in relationship to this agreement.

Cedar City would work with the BLM on the construction of the trailhead on 0.7 acres of land in the Thunderbird Gardens area and 0.5 acres near the Red Hill area.

BLM CEDAR CITY FIELD OFFICE

The BLM proposes to improve the non-motorized single-track trail opportunity east of Cedar City on the Hurricane Cliffs. These improvements would assist with controlling unauthorized trail building, and offer a trail experience with sustainable non-motorized single-track trails. These trails that are near Cedar City would coincide with the Cedar City master trail plan and link where possible with existing and future Cedar City trailheads. The trails would make a large network that would allow for non-motorized recreation opportunities from Fiddlers Canyon to Shurtz Canyon. The trail network would be diverse with a variety of trail styles and difficulty levels.

The BLM will:

1. Meet on an Ad Hoc basis with representatives of Cedar City to discuss and agree on guidelines (i.e. long-term trailheads, future improvements and trail access) for project development.
2. Communicate with the city before any modification/work will be completed on the trailheads and trails.

3. Assist with monitoring of the site for vandalism, shooting, dumping, and any other illegal activity.
4. Acquire permission before constructing trails on city property.
5. Coordinate with the International Mountain Biking Association (IMBA) on the development of the trail network with site design and survey.
6. Provide a sign identifying the location of the trailhead that will be installed on Main Street by the city.
7. Install trail entrances (bike cattle guards or walk-overs) to prevent motorized vehicle use on trails designated for non-motorized use.
8. Install trail signage on city property.
9. Provide engineering of trailheads and all needed construction equipment (except dump truck) for the installation of trailheads and trails.
10. Construct all trails including sections of trail located on city property which provide connectivity to trailheads and the trail network located on city and BLM land.
11. Maintain the trailhead and trail network including segments on city property.
12. Provide trash cans at the trailheads and remove trash from the trailheads.
13. Install interpretive kiosks.
14. Produce a map of trail network that will be placed on kiosks at trailheads.
15. Install and furnish materials for the post and rail fence/ boulders to delineate trailhead parking.
16. Purchase gravel/road-base type material for the trailheads and portions of the access road to Thunderbird Gardens.
17. Leave all current motorized routes open on BLM administered lands for future use of motorized travel to and from Thunderbird Gardens (routes currently open to motorized travel include an ATV trail to Ghost Flats and a route between Thunderbird Gardens and Hwy 14)

It is Mutually Agreed Upon and Understood as Follows:

1. This MOU may be revised, as necessary, by the issuance of a written amendment, consented to, signed, and dated by both parties.
2. Either party may terminate this MOU by providing 30 days written notice.
3. All improvements placed on Cedar City Property at the direction of either party shall thereupon become the property of Cedar City and shall remain in place for the use of the public into perpetuity.
4. The BLM reserves the right to conduct all reasonable and necessary inspections of the Trailheads to ensure that the project meets all applicable federal, state and local laws and regulations, and conforms to the terms of the Statement of Agreement.
5. Both parties will agree upon a final design of the trailheads and trails before construction.
6. Both Parties will agree upon location of trails on city property and use type (i.e, mountain bikes only, non-motorized, equestrian or mixed use) before installation.

Future Improvements of Trailhead

Cedar City and the BLM will work together in the future to improve the trailhead as use increases and facilities are needed to accommodate users. Funding for labor and materials for improvements will be determined and agreed upon through a modification of this MOU on an as need basis.

1. Installation of drainage features such as culverts and rip rap to help maintain the access road especially the drainage crossing above the water retention basins.
2. Installation of shade structures
3. Installation of amenities (fire ring, grill, picnic table, benches, bike rack, etc.)
4. Installation of a Restroom
5. Installation of drinking water
6. Maintenance of restroom building (toilet paper, cleaning, graffiti removal, etc.)

APPROVALS:

Accepted for Cedar City by:

date

Accepted for the BLM by:

date

DRAFT

DRAFT

CEDAR CITY COUNCIL
AGENDA ITEMS V - 3
DECISION PAPER

TO: Mayor and City Council
FROM: Paul Bittmenn
DATE: September 15, 2014
SUBJECT: Consider approval of a corrective deed.

DISCUSSION:

Sunset Ridge Village L.C. is a company that developed the Sunset Ridge Subdivision on the south end of Cedar City. The subdivision is located in the vicinity of 700 West and Greenslake Drive. Lots #6 and #7 in phase 2 of the subdivision are up against the hillside and with the slopes of the hillside there is not enough relatively flat property upon which to construct a residential unit.

In 2001 lots #6 and #7 in phase 2 were deeded to the City. The City was not aware these lots were deeded to the City. The City found out these lots were titled in the City's name when the NBC television show 3 wishes produced an episode here in 2005. 3 wishes wanted to build a park on lots #6 and #7, the City did not want a park in that location, and the decision was made to dispose of the property. The property was deeded over to the home owner's association.

Sunset Ridge Village L.C. recently did some re-finance work and brought a possible error to staff's attention. When the property was deeded to the Sunset Ridge Village Homeowner's Association in 2005 it was deeded to the wrong entity. Sunset Ridge Village L.C. claims to be the proper entity that should own the property. Sunset Ridge Village L.C. is the same entity that deeded the property to the City in 2001 and is the entity that maintains an ownership interest in the Sunset Ridge Subdivision.

Attached are the following documents: (1) a copy of the deed from Sunset Ridge Village, L.C from 2001; (2) a copy of the 2005 resolution authorizing the disposal of lots #6 and #7; (3) a copy of the quit claim deed from the City to the Homeowner's Association; and a copy of the proposed corrective quit claim deed from the City to Sunset Ridge Village L.C..

Please consider approving the execution of the corrective quitclaim deed.

When Recorded Return To:

Cedar City Corporation
10 North Main
Cedar City, Utah 84720

Space Above for Recorder's Use Only

SPECIAL WARRANTY DEED

Sunset Ridge Village II, L.C., a Utah Limited Liability Company, GRANTOR
of St. George, County of Washington, State of Utah, hereby

CONVEY and WARRANT against all claiming by, through or under to

Cedar City Corporation
of cedar City, State of Utah

For the sum of TEN AND NO/100 (and other good and valuable considerations) DOLLARS

the following described tract of land in Iron County, State of Utah, to-wit:

All of Lots 6 and 7, SUNSET RIDGE SUBDIVISION, PHASE II, according to the Official Plat thereof, recorded in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all coal and other minerals, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

SUBJECT TO Easements, Right-of-Way, Restrictions and Reservations of record and those enforceable in law and equity, and taxes for the current year and thereafter.

WITNESS the hands of said grantors, this 30th day of November, A.D. 2001

Signed in the presence of

FIRST AMERICAN TITLE COMPANY
ACCOMMODATION RECORDING ONLY
NOT EXAMINED

Sunset Ridge Village II, L.C., a Utah Limited
Liability Company
BY: Adams Construction and Management
Company, Inc.

David W. Adams
BY: DAVID W. ADAMS, PRESIDENT

STATE OF UTAH }
COUNTY OF IRON } ss.

00441658 Ek00777 Pa00409-00409

PAISY CHITLER - IRON COUNTY RECORDER
2001 NOV 30 15:03 PM FEE \$1.00 BY PTC
REQUEST: CEDAR CITY CORPORATION/1ST AM

On the 30th day of ~~NOVEMBER~~ A.D. 2001, personally appeared before me DAVID W. ADAMS who being by me duly sworn did say that he the said DAVID W. ADAMS is the President of Adams Construction and Management Company, Inc., as the Managing Member of Sunset Ridge Village II, L.C., executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its bylaws (or by authority of a resolution of its board of directors) and said DAVID W. ADAMS, duly acknowledged to me that said corporation executed the same for and in behalf of Sunset Ridge Village II, L.C., a Utah Limited Liability Company

[Signature]
Notary Public



**CEDAR CITY COUNCIL
RESOLUTION NO. 05-1012**

**A RESOLUTION OF THE CEDAR CITY COUNCIL DISPOSING OF LOTS 6 AND 7,
SUNSET RIDGE ESTATES SUBDIVISION PHASE II**

WHEREAS, Sunset Ridge Estates Subdivision, phase II is a platted and recorded subdivision within the boundaries of Cedar City, Utah; and

WHEREAS, lots 6 and 7 of the Sunset Ridge Estates Subdivision, phase II are situated at the base of a steep hill; and

WHEREAS, the steepness of the hill leaves a flat area that is not wide enough to suit home construction; and

WHEREAS, in 2001, the developer recorded a special warranty deed giving title to lots 6 and 7 of the Sunset Ridge Estates Subdivision, phase II. Said deed is attached hereto and incorporated herein as exhibit #1; and

WHEREAS, the city of Cedar City did not request that the lots be given to the City; and

WHEREAS, the city of Cedar City did not accept the dedication of the lots; and

WHEREAS, the city of Cedar City did not know that the lots had been given to the city until the summer of 2005; and

WHEREAS, the lots have been improved into a small neighborhood park, at no expense to the city; and

WHEREAS, the city does not want to maintain and operate such a small park; and

WHEREAS, there is an established home owners association in the Sunset Ridge Village subdivision; and

WHEREAS, giving the property back to the homeowners association would allow them to maintain the park as a benefit for their housing development; and

WHEREAS, the Cedar City Planning Commission has given a positive recommendation to deed lots 6 and 7 back to the Sunset Ridge Village homeowners association.

NOW, THEREFORE, BE IT RESOLVED by the Cedar City Council that staff is directed to record a deed in the office of the Iron County Recorder giving lots 6 and 7 back to the Sunset Ridge Village subdivision homeowner's association.

This resolution assigned No 05-1012, shall take effect upon passage. This resolution was

0514345 Bk00998 Po01368-01570
PATSY CUTLER - IRON COUNTY RECORDER
2005 OCT 19 14:54 PM FEE \$.00 BY PTC
REQUEST: CEDAR CITY CORPORATION/CLT

made, voted, and passed by the Cedar City Council at its meeting on the 12th day of
October, 2005, by the following members:

AYES: 5

NAYS: _____

ABSTAINED: _____

DATED this 18th day of October, 2005.

BY: Gerald R. Sherratt
GERALD R. SHERRATT
MAYOR



ATTEST:

Bonnie Moritz
BONNIE MORITZ
RECORDER

2

00514345 Bk00996 Pa01549

WITHIN RECORDED, MAIL TO:
Cedar City Corporation
P. O. Box 249
Cedar City, UT 84721

00514346 BK00998 Pa01571-0571

Quit-Claim Deed

PATSY CUTLER - IRON COUNTY RECORDER
2005 OCT 19 15:01 PM FEE \$11.00 BY PTC
REQUEST: CEDAR LAND TITLE INC.

CEDAR CITY CORPORATION, (Grantor) hereby QUIT-CLAIM to
SUNSET RIDGE VILLAGE II HOMEOWNERS ASSOCIATION, (Grantee) for
the sum of One and 00/100 -----, Dollars, and other good and valuable
considerations the following described parcel of land located in Cedar City, Iron County, Utah:

PROPERTY DESCRIPTION

All of Lots 6 & 7, Sunset Ridge Subdivision, Phase II, according to the Official Plat thereof,
recorded in the Office of the County Recorder of Said County.

WITNESS, the hand of said Grantor, this 18th day of October, A.D. 2009.

Gerald R. Sherratt
(Signature)

Gerald R. Sherratt Mayor
(Type Name) (Title)

(Signature)

(Type Name) (Title)

(Signature)

(Type Name) (Title)

STATE OF UTAH)
)ss.
COUNTY OF IRON)

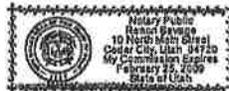
On the date first above written personally appeared before me, Gerald R. Sherratt
the signer, of the within and
foregoing instrument, who acknowledged to me that he executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Benon Savage
Notary Public

Stamp

My Commission Expires: 2/25/2009



C:\SUBD\CCC to Sunset Homeowners Deed.doc

CEDAR CITY RESOLUTION NO. 14 _____

A RESOLUTION OF THE CEDAR CITY COUNCIL ENCOURAGING INTERMOUNTAIN HEALTH CARE TO ENTER INTO SUCH AGREEMENTS WITH ROCKY VISTA UNIVERSITY AND PROGRAM ACCREDITORS AS MAY BE NECESSARY TO FACILITATE THE ESTABLISHMENT OF SOUTHERN UTAH COLLEGE OF OSTEOPATHIC MEDICINE IN CEDAR CITY, UTAH. AND A SPECIAL REQUEST TO THE GOVERNOR, ECONOMIC DEVELOPMENT OFFICIALS, LEGISLATORS, AND OTHER LEADERS IN EDUCATION, BUSINESS AND INDUSTRY.

WHEREAS, education is the most valued of the core industries of this community and has been a principal area of focus throughout its history - a focus which has resulted in Cedar City being known widely as a university city - a destination of opportunity for both students and faculty who seek to learn and work at its institution of higher learning – Southern Utah University (“SUU”), and that such endeavors which bolster SUU are very important to this Council, and

WHEREAS, one such endeavor occurred several years ago when the leadership of SUU undertook the innovative and visionary step to reach out to Rocky Vista University (“RVU”), a private College of Osteopathic Medicine for the training of Osteopathic Physicians in Parker, Colorado to introduce the prospect of locating a medical school in Cedar City near the SUU campus; and

WHEREAS, RVU is now planning on establishing a branch campus in Cedar City, Utah adjacent to the campus of Southern Utah University which will be known as Southern Utah College of Osteopathic Medicine (“SUCOM”); and

WHEREAS, representatives of RVU believe that SUCOM will be constructed at a cost estimated to be in excess of \$25 million and, at full enrollment, the osteopathic medical program is estimated to include 500 students with a significant annual economic contribution to the community; and

WHEREAS, the RVU is prepared immediately to acquire property for the SUCOM medical school campus at a location adjacent to the SUU campus at approximately 200 South 300 West; and

WHEREAS, representatives of RVU believe that all of the significant resources for establishment of SUCOM are largely in place and that RVU is prepared to finance the project and, subject to programmatic and regional accreditation approval, intends to admit its first class of incoming medical students in the fall of 2016; and

WHEREAS, representatives of RVU state that a significant remaining hurdle is the attainment of accreditation through the Commission on Osteopathic College Accreditation, where a principal component of such accreditation is the establishment of post-graduate medical education programs at residency-eligible hospitals; and

WHEREAS, Intermountain Healthcare (“IHC”) which owns and operates Valley View Medical Center in Cedar City, also owns and operates the Dixie Regional Medical Center (DRMC), a 245 bed hospital located on two campuses in nearby St. George, Utah, serving as the major referral center for northwest Arizona, southeastern Nevada and southern Utah, and where DRMC would be an ideal location for the establishment of a residency program; and

WHEREAS, RVU is willing to cover the costs and work cooperatively with IHC to evaluate the establishment of such a program at DRMC, including subsequent American Osteopathic Association residency accreditation application(s), as it has already done at similar medical centers in Colorado; and

WHEREAS, the Council recognizes: (a) the tremendous economic impact offered by a medical school in Cedar City and; (b) a very unique higher-education distinction that would by its proximity create considerable opportunities for student and faculty recruitment at SUU and; (c) such a program would significantly elevate the perception and prominence of SUU in the region and among its peer institutions and would further serve the needs of health care and health care education both locally and nationally and; **(d) all of the above at no cost to the State of Utah, Cedar City, SUU, and county government or the taxpayers; and**

WHEREAS, the Council recognizes that a medical school is routinely viewed in higher education as the most prestigious school of graduate - level education and as such considers the establishment of the Southern Utah College of Osteopathic Medicine to be a new and unique opportunity which could, as set forth above, have a tremendous benefit on the community including the potential of being one of the most profound, long-term developments for Cedar City and its future – similar to the attainment of university status at SUU in 1991; and

WHEREAS, IHC is a well-respected health care system and a not-for-profit corporate citizen of the State of Utah, which continues to emphasize its support and participation in matters helpful to the Cedar City community and also receives considerable revenue from area residents for its various health care enterprises while at the same time enjoying benefits of numerous city services including the use of the roads, law enforcement, emergency services, and other community functions paid for largely by the taxpayers of Cedar City; and

WHEREAS, the Council anticipates that IHC will exercise good corporate citizenship in its dealings on this matter of the establishment of SUCOM and will conscientiously and reasonably support initiatives that are particularly important to the City where actions by IHC can be helpful or be instrumental. In this regard, the Council relies on the statement of Valley View Medical Center Administrator Jason Wilson in his presentation to the Council on Wednesday, August 13, 2014 and as reported in the Cedar City News on August 15, 2014 where he said, “As a community hospital, we have an accountability to this community and want to be responsive to the needs of the community.”

NOW THEREFORE, BE IT RESOLVED, by the City Council of Cedar City, Iron County, State of Utah, that IHC does the following:

1. Begin exploration of avenues to evaluate, develop and announce their support in establishing a graduate medical education residency program at DRMC (and including Valley View Medical Center in the program if feasible) in cooperation with and in conjunction with RVU; and

2. Provide such correspondence and participation as shall be reasonably required by RVU in its application to the Commission on Osteopathic College Accreditation for the establishment of graduate medical education programs at DRMC at least three years following the matriculation of the inaugural class of students at SUCOM ; and

3. Willingly and openly endorse and champion RVU's Southern Utah College of Osteopathic Medicine and support it publically and privately in all respects, so as to give SUCOM every reasonable prospect of achieving accreditation and opening for admission of its first class of medical students to be educated in Cedar City, Utah as soon as reasonably possible.

NOW THEREFORE, BE IT FURTHER RESOLVED, by the City Council of Cedar City, Iron County, State of Utah, that the Governor of Utah, economic development officials, legislators and other leaders in education, business and industry throughout the state recognize the benefit of this opportunity for Cedar City and further express encouragement, appreciation and support to IHC for participating in this visionary venture.

CONCLUSORY STATEMENT, all of the foregoing having been stated, we reiterate our respect, admiration, and appreciation for IHC and all of the good that it does in our community, for the state, and throughout the region.

This Resolution, Cedar City Resolution No, 14 _____, was passed by the City Council of Cedar City upon the following vote:

AYES: _____

NAYS: _____

ABSTAIN: _____

