

**NOTICE OF REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF ST. GEORGE,
WASHINGTON COUNTY, UTAH**

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, February 13, 2025 commencing at 4:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. Public hearing and consideration of Resolution No. 2025-005R to review and approve amendments to the Fiscal Year 2024-25 Budget.

BACKGROUND and RECOMMENDATION: State statute requires a public hearing when changes are requested to the City's budget. Staff typically bring budget openings forward to the City Council for consideration on a quarterly basis based on changes that occur during the fiscal year. Staff recommends taking public comment and approval of the resolution.

2. Consent Calendar:

a. Consider approval of a Real Property Purchase Agreement for the property at 356 North Main Street.

BACKGROUND and RECOMMENDATION: Purchase of this property is based on its local historical significance for St. George and Southern Utah. The cost is \$564,000. Funds have been donated to the City for the purchase of the property and necessary renovations to preserve its historical character and development as a historical site.

b. Consider approval of lease agreement for the property at 356 North Main Street.

BACKGROUND and RECOMMENDATION: Purchase of this property is pending Council approval. The lease agreement is for the sellers to occupy the property on an occasional basis. The property will principally be used to store seller's personal items which may have historical value to the City, and which seller may elect to donate to the City for historical purposes.

c. Consider approval to award bid to Inliner Solutions for the 2025 Sewer Relining Project.

BACKGROUND and RECOMMENDATION: Every year the Wastewater Collections crew identifies sewer mains that are failing and need to be relined. Staff recommends awarding the bid to Inliner Solutions in the amount of \$503,075.

d. Consider approval of the minutes from the meetings held on January 30, 2025 and February 6, 2025.

3. Adjourn and reconvene in a joint Work Meeting of the City Council and Planning Commission.

**** THE COUNCIL WILL MOVE TO THE
ADMINISTRATIVE CONFERENCE ROOM FOR THE
JOINT CITY COUNCIL/PLANNING COMMISSION WORK MEETING****

**NOTICE OF JOINT WORK MEETING OF THE
CITY COUNCIL AND THE PLANNING COMMISSION
OF THE CITY OF ST. GEORGE,
WASHINGTON COUNTY, UTAH**

Public Notice

Public notice is hereby given that the City Council and the Planning Commission of the City of St. George, Washington County, Utah, will hold a joint work meeting in the Administrative Conference Room at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, February 13, 2025 commencing at approximately 4:00 p.m.

The agenda for the meeting is as follows:

1. Discussion regarding the City's General Plan.
2. Adjourn and reconvene in a Work Meeting of the City Council.

**** THE COUNCIL WILL REMAIN IN THE
ADMINISTRATIVE CONFERENCE ROOM FOR THE
CITY COUNCIL WORK MEETING****

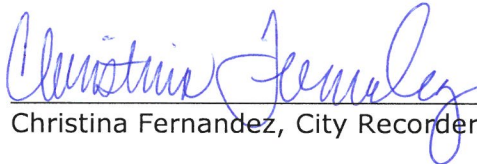
**NOTICE OF WORK MEETING OF THE
CITY COUNCIL OF THE CITY OF ST. GEORGE,
WASHINGTON COUNTY, UTAH**

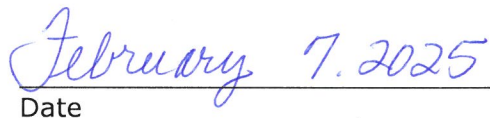
Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a work meeting in the Administrative Conference Room at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, February 13, 2025, commencing at approximately 5:00 p.m.

The agenda for the meeting is as follows:

1. **Discussion regarding revisions to the City's non-commercial hangar leasing policy.**
2. **Discussion regarding the airport tower exterior design.**
3. **Update regarding Thunder Junction Phase 2.**
4. **Reports from Mayor, Councilmembers, and City Manager.**
5. **Request a closed meeting to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**


Christina Fernandez, City Recorder


Date

REASONABLE ACCOMMODATION: The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the City Human Resources Office, 627-4674, at least 24 hours in advance if you have special needs.



Agenda Date: 02/13/2025

Agenda Item Number: 01

Subject:

Public hearing and consideration of Resolution No. 2025-005R to review and approve amendments to the Fiscal Year 2024-25 Budget.

Item at-a-glance:

Staff Contact: Robert Myers

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

Item History (background/project status/public process):

State statute requires a public hearing when changes are requested to the City's budget. Staff typically bring budget openings forward to the City Council for consideration on a quarterly basis based on changes that occur during the fiscal year. Staff recommends taking public comment and approval of the resolution.

Staff Narrative (need/purpose):

The requested amendment is for the purchase of historic property located 356 North Main Street to maintain the property for historic preservation in the amount of \$564,000. Funding for the property purchase is available from a donation received from the Church of Jesus Christ of Latter Day Saints for this purchase. Staff recommends taking public comment and approval of the resolution.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: \$564,000

Amount approved in current FY budget for item: \$0

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

Funding for the property purchase is available from a donation received from the Church of Jesus Christ of Latter Day Saints.

Description of funding source:

Funding for the property purchase is available from a donation received from the Church of Jesus Christ of Latter Day Saints.

Recommendation (Include any conditions):

Staff recommends taking public comment and approval of the resolution.

RESOLUTION NO. _____

**AMENDING THE 2024-2025 FISCAL BUDGET FOR THE
CITY OF ST. GEORGE, UTAH.**

WHEREAS, pursuant to the Uniform Fiscal Procedures Act for Utah Cities (the "Act"), the City of St. George is required to adopt an annual budget with regard to the funds of the City; and

WHEREAS, the City has complied with the provisions of the Act in adopting a budget, and setting and conducting public hearings on such budget.

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, duly called, noticed and held on the 13th day of February, 2025, upon motion duly made and seconded, it is

RESOLVED that the 2024-2025 fiscal budget for the City of St. George thereto, is hereby amended. Said amendments are attached hereto as Exhibit "A."

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 13TH DAY OF FEBRUARY, 2025.

ST. GEORGE CITY:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Ryan N Dooley, City Attorney

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____



GENERAL FUND ADJUSTMENTS

			<u>Debit</u>	<u>Credit</u>
1	41-38800	ED Capital Project Fund - Approp. Fund Balance (Donation received in FY 2024)		564,000
	41-4100-7200	ED Capital Project Fund - Building Purchases	564,000	
<p>Staff requests to amend the budget for the purchase of historic property located at 356 North Main Street for historic preservation. Funding for this request is available from a donation received from the Church of Jesus Christ of Latter Day Saints for this purchase.</p>				



Agenda Date: 02/13/2025

Agenda Item Number: 2a

Subject:

Consider approval of a Real Property Purchase Agreement for the property at 356 North Main Street.

Item at-a-glance:

Staff Contact: Shawn Guzman

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

Item History (background/project status/public process):

Purchase of this property is based on its local historical significance for St. George and Southern Utah. The cost is \$564,000. Funds have been donated to the City for the purchase of the property and necessary renovations to preserve its historical character and development as a historical site.

Staff Narrative (need/purpose):

Purchase of this property is based on its local historical significance for St. George and Southern Utah. The cost is \$564,000. Funds have been donated to the City for the purchase of the property and necessary renovations to preserve its historical character and development as a historical site.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.



AGREEMENT TO PURCHASE REAL PROPERTY

The City of St. George, a Utah municipal corporation, (the “City”), and the Carla H. Brooks Revocable Trust, Under Agreement Dated January 7, 2014, (“Seller”), hereby enter this Agreement to Purchase Real Property (“Agreement”) effective this _____ day of _____, 2025. (the “Effective Date”). City and Seller are also referred to as a “Party” or collectively as the “Parties”.

RECITALS

- A. Seller owns real property located within the City with a situs address of 356 North Main Street, St. George, Utah, and identified as Washington County Tax Parcel SG-1653-A-1-C-1.
- B. The City desires to acquire the Parcel as more fully described in its entirety in **Exhibit A** which is attached hereto (the “Property”).
- C. Seller has expressed her desire to sell and has represented to the City that she is willing and able to transfer the Property to the City free and clear of all liens and encumbrances and free and clear of all personal property.
- D. The Parties have negotiated in good faith the purchase of the Property by the City (the “Purchase”), have identified terms believed to be acceptable to the Parties, and now desire to memorialize the terms in this Agreement as a final written expression of their agreement.

TERMS

In consideration of the foregoing recitals and covenants, obligations, terms, and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Parties agree as follows:

1. Property. Seller agrees to sell and convey to the City by Warranty Deed (**Exhibit B**) the Property as described in **Exhibit A**. The sale and conveyance also includes all of Seller’s right, title and interest in all improvements to the Property (the “Improvements”) and all appurtenances to the Property including, but not limited to Seller’s interest in any and all easements, rights-of-

way, water rights, well rights, water shares, ditches or canals, on or adjacent to the Property, and in any and all easements, rights-of-way, rights, leases, permits, title, privileges, entitlements, and licenses relating to or benefiting the Property unless expressly excluded pursuant to this Agreement (collectively the “Appurtenances”).

2. Consideration. On the terms and conditions stated herein, and in consideration for the sale of the Property:

2.1 Purchase Price. City shall pay Seller the purchase price of five hundred sixty four thousand dollars (\$564,000.00) for the Property which sum is considered by the Parties to be the fair market value of the Property (“Purchase Price”).

2.2 Price Adjustment. Any issue or material defect discovered during inspection will be addressed before closing. Depending on the severity of any problem found, the purchase price may or may not be adjusted based on the cost of fixing the problem. Any changes to price must be agreed upon between Buyer and Seller.

3. Escrow and Escrow Agent. The purchase contemplated by this Agreement shall be escrowed (the “Escrow”), closed, and settled at the offices of Southern Utah Title, 157 E. Riverside Drive, Suite 1B, St. George, UT 84770 (“Escrow Agent”). This Agreement together with other written instructions as may be provided by the Parties to the Escrow Agent, shall constitute its escrow instructions to the Escrow Agent.

3.1 Earnest Money. Not more than five (5) business days after the Effective Date, City shall open escrow by the deposit of one-thousand dollars (\$1,000.00) as earnest money (the “Earnest Money”) with Escrow Agent who shall ensure that the Earnest Money is held by Escrow Agent in a federally insured interest-bearing account until closing. All interest earned while on deposit with Escrow Agent shall accrue to the benefit of the City. This deposit is fully refundable within 90 days of deposit if City determines in writing to Seller that it does not wish to proceed with the purchase.

3.2 Title Insurance. Upon deposit of the Earnest Money, Sellers shall cooperate with the City to cause the Escrow Agent to issue a commitment for a Standard Homeowner’s Policy (the “Title Commitment”) in the full amount of the Purchase Price, issued by Escrow Agent, showing all matters affecting title to the Property, including all exceptions, easements, restrictions, rights-of-way, covenants, reservations and other conditions or encumbrances, together with legible copies of all recorded documents creating such title exceptions (the “Title Documents”). Sellers shall also deliver to the City copies of all written leases, tenancies, occupancy agreements, rental agreements and other similar agreements affecting the Property and a full written description of any such agreements which are not written.

3.3 Closing of Escrow and Closing Conditions. The closing of Escrow shall be subject to City approval of all Closing Conditions (the “Closing Conditions”)

which are set forth below. City shall have no obligation to complete the Purchase unless and until each of the Closing Conditions are met to the satisfaction of the City, as determined by the City in the City's sole and absolute discretion. If the Closing Conditions are accepted by the City, City shall notify Seller and Escrow Agent in writing and shall deposit the amount of the Purchase Price, less the Deposit and all accrued interest, with Escrow Agent. Upon receipt of the City's notice and receipt of the balance of the Purchase Price, Escrow Agent shall promptly proceed to record the Conveyance Documents and post the Purchase Price, less any obligations attributable to Seller, for delivery to Seller.

- 3.3.1 Physical Condition. The City shall approve of the physical condition and circumstances of the Property. To facilitate the City's approval, within 20 calendar days of the Effective Date Seller shall disclose to the City all documents in Seller's possession, or issues of which Seller is aware, affecting the physical condition of the property, including but not limited to patent or latent defects, soils, and the presence of any hazardous materials. Further, Seller hereby grants to the City and the City's agents and consultants a license to enter upon the Property for the purpose of conducting, at the City's sole expense, the City's review of the Property. Seller shall reasonably cooperate with the City in the inspection of the Property; provided however that Seller shall not be required to incur any expenses with regard to the City's inspection. The City shall indemnify, defend, and hold Seller harmless for any expenses or claims resulting from the City's entry onto the Property. The City shall not engage in any testing which will damage the Property in any way without further written consent from Seller.
- 3.3.2 Title. The City shall approve of the condition of title and all encumbrances affecting title to the Property. To facilitate the City's approval, within 20 calendar days of the Effective Date Seller shall disclose to the City all documents in Seller's possession, or issues of which Seller is aware, affecting title to the property, including any security interests, leases, notices of claim, etc. Further, Escrow Agent shall issue to the City a commitment of title insurance showing all encumbrances shown on public records. If the City disproves of the any encumbrances affecting title to the Property which may be removed through the payment of funds, including but not limited to taxes not yet due but appearing as a lien on title to the Property, the City may elect to proceed to complete the Purchase and may, at the City's sole discretion, direct Escrow Agent to pay from the Purchase Price any amounts necessary to secure the release of any such encumbrances.
- 3.3.3 Legislative Approval. The St. George City Council as the legislative and governing body of the City shall approve this Agreement, in the City Council's sole and absolute discretion.

3.3.4 Failure of Closing Conditions. If any Closing Condition is not fulfilled, the City may terminate this Agreement at any time by notifying Seller and Escrow Agent in writing, upon which notice this Agreement shall be null and void and neither Party shall have any further obligation or liability pursuant to this Agreement. Upon termination pursuant to this section, Escrow Agent shall return all documents and funds received from either Party to the submitting Party.

3.3.5 City Obligations. The City shall be responsible for closing costs, it being understood that there will not be any recording fee. The City shall also be responsible for any expenses incurred by the City related to this transaction, attorney's fees for the City's attorney, if any, and any commission to the City's broker, if any.

3.3.6 Seller Obligations. Seller shall pay the cost of the owner's policy of title insurance obtained by the City. Seller shall also be responsible for any expenses incurred by Seller related to this transaction, including any attorney's fees for Seller's attorney, if any, any commission to Seller's broker, if any, and the payment of any taxes or fees related to the Property accruing on or before the date Warranty Deed is recorded. Further, Seller hereby consents to the payment from the Purchase Price any and all amounts necessary to obtain releases of any encumbrances or liens affecting title to the Property including taxes not yet due but appearing as a lien on title to the Property.

3.3.7 Settlement Date. Settlement shall take place on or before January 31, 2025.

3.4 Conveyance: Seller shall convey to the City, all rights and title to the Property free and clear of all liens and encumbrances, by delivering a duly executed and notarized Warranty Deed to Escrow Agent.

4. Juanita Brooks Historical Preservation Society, Inc. ("JBHPS"). Buyer agrees to enter into a rental lease agreement with the JBHPS for the purposes of organizing, archiving, and collecting items for the JBHPS, for up to five years from the date of conveyance, subject to all terms in the lease agreement. JBHPS will not transfer the lease agreement to any other person(s) or party. JBHPS will be responsible for monthly costs to include utilities, water, sewer, solid waste disposal, phone, cable, and internet. JBHPS shall obtain personal property insurance. JBHPS shall pay any required property taxes.

5. Representations and Warranties. Seller hereby represents and warrants to the City as follows:

5.1 Authority. Seller has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Seller of this

Agreement, and the performance by Seller of its obligations hereunder, have been duly and validly authorized by all necessary action on behalf of Seller. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid, and binding obligation of Seller enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, or other similar law relating to or affecting the rights of creditors generally, or by general equitable principles.

- 5.2 No Conflicts. The execution and delivery of this Agreement and the consummation or the compliance herewith of the transaction contemplated hereby will not: (i) result in any breach of any of the terms or conditions of, or constitute a default under, the organizational documents of Seller, or any material contract by which Seller is bound; (ii) result in any violation of any governmental, law, rule, regulation, judgment, writ, degree, injunction or order applicable to the Property; (iii) require notice to or the consent, authorization, approval, or order of any governmental authority, or (iv) result in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or Agreement, except to the extent otherwise disclosed in this Agreement.
- 5.3 Foreign Status. Seller is not a “foreign person” as defined under Section 1445(f) of the Internal Revenue Code.
- 5.4 Legal Proceedings. There are no claims, actions, suits, or proceedings pending or threatened against the Property or Seller that would reasonably be expected to result in the issuance of a writ, judgment, order, or decree restraining, enjoining or otherwise prohibiting or making illegal, the consummation of any of the transactions contemplated by this Agreement.
- 5.5 Condemnation. Other than that provided by the City, Seller has not received written notice of any existing or pending, condemnation or similar proceedings against or involving the Property or any plan, study, or effort to rezone the Property or to widen, modify, regrade, or realign any street or highway that borders the Property.
- 5.6 Patriot Act Compliance. Neither Seller nor its affiliates is in violation of any laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the “Executive Order”) (collectively, the “Anti-Money Laundering and Anti-Terrorism Laws”). Neither Seller nor its affiliates is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of

State, or other U.S. government agencies, all as may be amended from time to time. Neither Seller nor its affiliates or any of its brokers or other agents in any capacity in connection with the sale of the Property (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller, nor any person or entity controlling or controlled by Seller, is a country, territory, individual or entity named on any of the lists maintained by the United States Department of Commerce (Denied Persons and Entities), the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons), and the lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties) (collectively, “Government Lists”), and the monies used by Seller in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

- 5.7 Environmental Condition. Seller has not treated, recycled, stored, disposed of, arranged for, or permitted the disposal of, transported, handled, or released any substance, including Hazardous Materials (as defined below), or operated the Property in violation of Environmental Laws (as defined below) in a manner that would trigger an enforcement action thereunder. “Hazardous Materials” means any gasoline, petroleum, or petroleum products or by-products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls, and any other chemicals, materials, wastes, or substances designated, classified, or regulated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law. “Environmental Laws” means any and all federal, state, local, or municipal laws (including common law), rules, orders, regulations, statutes, ordinances, codes, decrees, or other requirements as now or may at any time hereafter be in effect, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of the environment or human health or safety.
- 5.8 Solvency. Seller has not (i) made a general assignment for the benefit of its creditors, (ii) admitted in writing its inability to pay its debts as they mature, (iii) had an attachment, execution or other judicial seizure of any property interest which remains in effect, or (iv) taken, failed to take, or submitted to any action indicating a general inability to meet its financial obligations as they accrue. There is not pending any case, proceeding or other action seeking reorganization,

arrangement, adjustment, liquidation, dissolution or recomposition of Seller or any of its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking appointment of a receiver, trustee, custodian, or other similar official for any of them or for all or any substantial part of its or their property.

- 5.8 Untrue Statements. To the knowledge of Seller, none of the representations and warranties in this Section contains any untrue statement of material fact or omits to state a material fact necessary, in light of the circumstances under which it was made, to make any such representation not misleading in any material respect.

6. Default, Remedies and Termination. It shall constitute an event of default of this Agreement if any Party fails to timely deliver any of its performances at the times indicated under this Agreement. The defaulting Party shall be liable to pay any escrow cancellation charges as a result of an event of default. In no event shall either Party be entitled to recover lost profits or appreciation or other consequential damages as a result of an event of default. Each Party shall be responsible for timely notifying the defaulting Party in writing of the event of default and the non-defaulting Party's election of the remedy provided below:

- 6.1 Default by Seller. In the event Seller defaults under this Agreement, the City's exclusive remedies shall be to either: (i) terminate this Agreement retaining and recouping all payments made; or (ii) pursue an action for specific performance against Seller.
- 6.2 Default by the City. In the event City defaults under this Agreement, Seller's exclusive remedy shall be to terminate this Agreement and receive \$1,000.00 as liquidated damages.

7. Interpretation. Captions and headings are used for reference only and must not be used in construing or interpreting this Agreement. All recitals set forth at the beginning of this Agreement are, by this reference, fully incorporated into this Agreement and the facts recited therein shall be deemed conclusive for any purpose. All exhibits referred to in this Agreement are deemed fully incorporated herein, whether or not actually attached. As used herein (i) the singular include the plural (and vice versa) and the masculine or neuter gender include the feminine gender (and vice versa) as the context may require; (ii) locative adverbs such as "herein", "hereto", and "hereunder" refer to this Agreement in its entirety and not to any specific section or paragraph; (iii) the terms "include", "including", and similar terms must be construed as though followed immediately by the phrase "but not limited to;" and (iv) the terms "Party" and "Parties" refer only to a named Party or Parties to this Agreement unless the context requires otherwise. All Parties have jointly participated in the negotiation and drafting of this Agreement upon advice of their own, independent counsel or had the opportunity to do so, and this Agreement must be construed fairly and equally as to all Parties as if drafted jointly by them. If there is any conflict between the terms of this Agreement and any other related documents, including any exhibits identified herein, the terms of this Agreement shall prevail.

8. Acknowledgement of Public Disclosure Laws. Seller hereby acknowledges that the City is subject to the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor, that pursuant thereto all materials submitted by Seller pursuant to this Agreement may be subject to disclosure as government records, and that the City has no duty or obligation to withhold any such materials from disclosure in any manner.
9. Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the named Parties and to their respective heirs, representatives, successors and permitted assigns. This Agreement is intended for the exclusive benefit of the Parties and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party.
10. Brokers. The Parties acknowledge that there are no brokerage commissions associated with transactions contemplated by this Agreement. In the event any real estate broker claims a right to any commission or fee by virtue of dealing with one of the Parties hereto, then the Party who is alleged to have retained such broker shall and hereby does fully indemnify and hold the other Party harmless from such claim. Such indemnification obligation shall survive any termination or cancellation of this Agreement.
11. Exhibits Incorporated. All Exhibits to this Agreement are expressly incorporated by reference herein as is fully set forth herein.
12. Entire Agreement. The Parties intend that this Agreement is the full and final expression of their agreement and constitutes their entire understanding regarding this subject matter. This Agreement supersedes any previous or contemporaneous negotiations or communications of any kind between the Parties and contains all of the terms agreed upon between the Parties. No Party relied on any other term, warranty, and/or covenant as an inducement to enter this Agreement.
13. Amendment. The Parties shall not amend or modify this Agreement in any way unless in writing signed by the Parties.
14. Further Action. Each Party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under this Agreement in order to carry out the intent of the Parties in consummating this transaction.
15. Time of the Essence. Time is of the essence in each and every term and provision of this Agreement. All references to days herein shall be deemed to refer to calendar days unless otherwise specified. In the event that the final date for performance of any act required by this Agreement falls on a Saturday, Sunday, or legal holiday, such act may be performed on the next day which is not a Saturday, Sunday, or legal holiday.
16. Waiver. Neither the failure of either Party to insist upon the timely or full performance of any of the terms and conditions of this Agreement, nor the waiver of any breach of any of the terms and conditions of this Agreement, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

17. Severability. If any court of competent jurisdiction declares any portion of this Agreement unenforceable, the Parties shall deem such portion as severed from this Agreement, and shall deem the remaining parts of this Agreement, including without limitation the remaining parts of the paragraph of which the unenforceable portion was a part, in full force and effect as though such unenforceable portion had never been part of this Agreement. The Parties shall replace any such unenforceable portion with an enforceable provision which will achieve, to the extent possible, the purposes of the unenforceable portion.

18. Forum and Law. This Agreement shall be governed by the laws of the state of Utah without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced relating to this Agreement shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.

19. Notices, Requests, and Communications. Unless otherwise provided in this Agreement, all notices, requests, and communications required by this Agreement shall be in writing and may be delivered electronically to the individuals provided below or by any of the following means: (a) certified or registered mail, postage prepaid, return receipt requested, in which case the written document shall be deemed delivered upon the earlier of actual receipt or three business days after the postmark date, (b) recognized commercial overnight courier, in which case the written document shall be deemed delivered one business day after acceptance for next business-day delivery by the courier, or (c) personal delivery, in which case the written document shall be deemed delivered when received. The addresses to which the written documents shall be delivered are as follows:

If delivered to the City: City of St. George
Attn: City Manager
175 E. 200 N.
St. George, UT 84770

with a copy to: St. George City Attorney
175 E. 200 N.
St. George, UT 84770
legal@sgcity.org

If delivered to Seller: Sharla Sue Moody, Successor Trustee of
the Carla H. Brooks Revocable Trust,
Under Agreement Dated January 7,
2014, (“Seller”)
2570 W. 12340 S.
Riverton, UT 84065

Any Party shall deliver notice of change of address in the manner described in this section. Said change in address or individual in this Section shall not constitute an amendment to this Agreement. Rejection or other refusal to accept a notice or the inability to deliver a notice because of a changed address of which no notice was given will be deemed to constitute receipt of the notice sent.

20. Execution. By executing this Agreement below, the executing individuals acknowledge that (1) they have read this Agreement, (2) they understand its terms, (3) they have had the opportunity to have this Agreement reviewed by independent counsel, (4) they have the full and complete authority to execute this Agreement on their own behalf or on the behalf of any entity which they represent, and (5) they intend to bind themselves or the entity which they represent, if any, to the terms of this Agreement in full. The failure of any executing individual to date their signature will not affect the validity of this Agreement.

21. Counterparts. This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.

IN WITNESS of their intention to be bound by the above terms, the Parties hereby execute this Agreement as follows:

//SIGNATURE PAGE FOLLOWS//

CITY OF ST. GEORGE

Date

By: _____
Michele Randall, Mayor

Attested:

By: _____
Christina Fernandez, City Recorder

Approved:

By: _____
Alicia Carlton, Assistant City Attorney

City Council Approval by Motion on the ____th day of _____, 2025 with a favorable vote of 5 vote(s) in favor and 0 vote(s) opposed.

Sharla Sue Moody, Successor Trustee of the Carla H. Brooks Revocable Trust, Under Agreement Dated January 7, 2014

Date

By: _____
Sharla Sue Moody, Successor Trustee

EXHIBIT B

WHEN RECORDED MAIL DEED TO:

City of St. George
Attn: City Attorney
175 E 200 N
St. George, Utah 84770
Tax ID.: SG-1653-A-1-C-1

WARRANTY DEED

The Carla H. Brooks Revocable Trust, Under Agreement Dated January 7, 2014, Grantor, hereby quitclaims to CITY OF ST. GEORGE, a municipal corporation of the State of Utah, Grantee, for the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, all of its right, title and interest in the below described tracts of land located in Washington County, Utah:

PROPERTY DESCRIPTION: SEE EXHIBIT A ATTACHED

Washington County Tax Parcel No. SG-1653-A-1-C-1

Together with all improvements and appurtenances, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand of said Grantor this _____ day of _____, 2025

The Carla H. Brooks Revocable Trust, Under Agreement Dated January 7, 2014

By: _____ (Authorized Representative)
Title: _____

State of _____)
)ss.
County of _____)

On this ____ day of _____, 2025, _____ personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed in this instrument and executed the same in my presence on behalf of the The Carla H. Brooks Revocable Trust, Under Agreement Dated January 7, 2014, by Sharla Sue Moody, Successor Trustee.

Witness my hand and official seal.

SEAL:

NOTARY PUBLIC

Residing in _____ My Commission Expires: _____

Exhibit A
SG-1653-A-1-C

BEGINNING at a point South 235.00 feet along the Block Line from the Northwest Corner of Lot 5, Block 6, Plat "D", ST. GEORGE CITY SURVEY, said point of beginning being in the Center of an Existing Cement Wall and being referred to in a certain Compact and Agreement between William Brooks and his wife, Juanita L. Brooks, and Edward P. Brooks and his wife, Jane B. Brooks, dated 7/16/69, recorded as Entry #137806, in Book 86, Page 284, Records of Washington County, Utah, and FROM SAID POINT OF BEGINNING, running thence North $89^{\circ}44'$ East 150.00 feet along said Cement Wall and an extension of said wall; thence South 85.00 feet; thence South $89^{\circ}44'$ West 150.00 feet, to the West Line of Lot 4 in said Block 6; thence North 85.00 feet along the Block Line to the point of beginning, being a part of Lots 4 and 5 in said Block 6.

Agenda Date: 02/13/2025

Agenda Item Number: 2b

Subject:

Consider approval of lease agreement for the property at 356 North Main Street.

Item at-a-glance:

Staff Contact: Shawn Guzman

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

Item History (background/project status/public process):

Purchase of this property is pending Council approval. The lease agreement is for the sellers to occupy the property on an occasional basis. The property will principally be used to store seller's personal items which may have historical value to the City, and which seller may elect to donate to the City for historical purposes.

Staff Narrative (need/purpose):

Purchase of this property is pending Council approval. The lease agreement is for the sellers to occupy the property on an occasional basis. The property will principally be used to store seller's personal items which may have historical value to the City, and which seller may elect to donate to the City for historical purposes.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT ("Lease") is made and entered into this _____ day of _____, 2025, by and between the City of St. George (hereinafter called "Landlord") and Juanita Brooks Historical Preservation Society ("JBHPS") (hereinafter called "Tenant"). Landlord and Tenant may hereafter be referred to as the "Parties."

RECITALS

A. WHEREAS Landlord is the owner of real property located at 356 N. Main Street, St. George, State of Utah (the "Property"), identified as Washington County Parcel No. SG-1653-A-1-C-1;

B. WHEREAS Tenant desires to lease the Property from Landlord, to be known as the "Leased Premises";

C. WHEREAS Landlord desires to lease to Tenant the Leased Premises; and

D. WHEREAS the Parties desire to enter into a lease agreement defining their respective rights, duties, obligations, and liabilities relating to the Leased Premises.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

The foregoing Recitals are fully incorporated into and made a part of this Agreement.

Section 1. DESCRIPTION OF LEASED PREMISES: Landlord leases as Landlord to Tenant, and Tenant takes as Tenant from Landlord, all of the Leased Premises, commonly identified as Washington County Parcel No. SG-1653-A-1-C-1, for the exclusive use of all of that property, subject to Tenant's authorized use consistent with the terms herein.

Section 2. LEASE DATE AND TERM: The term of this Lease shall be one (1) year commencing on March 1, 2025 (the "Commencement Date"), and ending on February 28, 2026. Use of the word "term" in this Lease shall include the initial term and any renewals or extensions thereof, unless the context requires otherwise.

(a) **Possession.** Possession of the Leased Premises is delivered to Tenant effective with the execution of this Lease.

Section 3. BASE RENT:

a) **Base Rent.** Tenant shall pay to Landlord the sum of five-hundred dollars (\$500.00) per month. The Base Rent amount is subject to increase at Landlord's discretion, not more than once each calendar year. Any rent increases shall be in writing, and shall be effective on the first day of the month following thirty (30) day notice to Tenant.

b) **Security Deposit.** Landlord shall not charge and Tenant shall not pay a security deposit.

Section 4. RENEWAL OPTIONS: This lease shall automatically renew at the end of the initial term, for successive one year terms thereafter unless otherwise terminated in conformity with the terms of this Lease.

Section 5. AUTHORIZED USE:

(a) Tenant shall use the Premises for the purpose(s), and for no other purpose(s): organizing, archiving, and collecting items for the Juanita Brooks Historical Preservation Society, which may involve remaining on the Premises overnight to conduct said activities.

(b) Tenant shall only allow the following individuals, who are JBHPS Board Members, to access the Leased Premises and/or remain overnight for the authorized purposes herein: Sharla Moody, Paul Moody, Rhett Moody, Bart Brooks, and Daren Brooks.

(c) Sharla Moody, in her role as JBHPS Director, may allow other JBHPS Board Members to access the property for the authorized purposes herein. This permission is restricted to access without overnights, and shall be in writing specifying the date and time period of said access.

(d) No use of the Leased Premises or Property will be permitted which will result in (i) waste on the Leased Premises or Property, (ii) a public or private nuisance that may disturb the quiet enjoyment of other tenants occupying any part of the Property, (iii) improper, unlawful, or objectionable use, including sale, storage, or preparation, of food, alcoholic beverages, or materials generating an odor on the Property, (iv) noises or vibrations that may disturb other tenants, or (v) storage or placement of contaminants (contaminant being defined to mean (a.) waste, (b.) toxin, (c.) pollutant, (d.) hazardous substance, as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended by 42 U.S.C. 9601, Seq., in applicable State and local statutes, (e.) any hazardous waste as defined in the Resource Conservation and Recovery Act as amended, in applicable State statutes and local ordinances, (f.) toxic substances, (g.) special waste, (h.) petroleum or petroleum-derived substances or waste, (i.) hazardous or toxic materials, and (j.) by way of inclusion and not limitation, used fuel, Freon and antifreeze or (k.) any constituent of any of the above contaminants). Tenant shall comply with all Federal, state, and local regulations, statutes, and ordinances pertaining to use and occupancy of the Leased Premises. Tenant shall not permit the Leased Premises to be occupied for any purpose deemed a violation of zoning regulations, disreputable or extra hazardous, or otherwise in violation of law including restrictions, covenants, laws, ordinances, rules or regulations.

Section 6. NO SMOKING AND NO ANIMALS: Smoking and animals (except for service animals or as may be required under Federal or state law or Tenant's personal pets) are not permitted on the Leased Premises. Tenant shall not permit or allow smoking in the Leased Premises and shall take reasonable steps to prevent smoking in the Leased Premises.

Section 7. REPAIR AND MAINTENANCE:

(a) Landlord agrees to maintain and make all necessary repairs to the interior of the Leased Premises. Tenant shall be responsible for all repairs resulting from damage, abuse, or neglect by its Tenant or Tenant's invitees or guests.

(b) Except for damage caused by Tenant, Landlord shall make all repairs to the exterior shell structure of the building, including repairs to the roof, exterior walls, floor joists, and foundation. Landlord shall make all repairs to the sidewalks, parking surface areas, and common space. Landlord shall be responsible for all heating and air-conditioning equipment repair costs. Landlord shall be responsible for the repair and maintenance of interior-wall electrical and interior-wall plumbing systems, as well as the portions of such systems outside the building. Landlord shall maintain the exterior of the building and adjacent areas in good condition and maintain all of the property in good condition. Landlord shall be responsible for outdoor pest control.

Section 8. INSURANCE:

(a) **Insurance Companies.** It is agreed that all policies of insurance to be maintained in force by the respective parties hereto shall be obtained from good and solvent insurance companies that are duly authorized to do business in the State of Utah, policy or policies shall be issued by an insurance company or companies with an AM Best rating of not less than A-.

(b) **Tenant to Obtain Personal Property Insurance.** Tenant shall maintain in force at all times during the term of this Lease a policy or policies of renter's insurance sufficient to insure Tenant's equipment and any property held in care, custody, and control by Tenant against the perils of fire, water, theft, damage, and loss.

(c) **Casualty and Renter's Insurance.** Landlord shall maintain in force at all times during the term of this Lease a policy or policies of all risks property and casualty insurance to the extent of at least One Hundred percent (100%) of the insurable value of the Leased Premises. Tenant shall not permit any act, sale, or storage of materials on the premise that may be prohibited under any insurance policy of Landlord or Tenant. Tenant shall promptly comply with and execute all municipal rules, orders, and regulations for prevention of fires, at its own expense.

(d) **Tenant's Waiver of Casualty Insurance Proceeds.** In the event the Leased Premises shall be damaged or destroyed by fire or other casualty so insured against, Tenant shall claim no interest in any insurance settlement arising out of any such loss where premiums are paid by Landlord or where Landlord is named as the sole beneficiary, and it will execute all documents required by Landlord or the insurance company or companies that may be necessary for use in connection with settlement of any such loss.

Section 9. UTILITIES: Tenant shall maintain and pay for the following utilities to the Leased Premises: electricity, natural gas, water, sewer, and solid waste disposal. Tenant shall pay for all of Tenant's telephone, internet, cable, indoor pest control, and other services.

Section 10. LANDLORD'S REPRESENTATIONS AND WARRANTIES: Landlord represents and warrants to Tenant:

(a) Landlord is the owner of the Leased Premises and has the right to make this Lease. However, Tenant agrees to accept the Leased Premises "as is," and Landlord makes no warranty as to the condition of the Premises or their suitability for any particular purpose.

(b) Tenant, on paying the rent herein reserved and on the performance of all of the terms and conditions of this Lease on its part to be performed, shall at all times during the term

hereof peacefully and quietly hold and enjoy the Leased Premises, subject to Section 3(c) of the Lease.

Section 11. TENANT'S REPRESENTATIONS AND WARRANTIES: Tenant represents and warrants to Landlord:

(a) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity, as indicated.

Section 12. LEASE SUBORDINATE TO ENCUMBRANCES: This Lease is subject and subordinate to any mortgages, trust deeds, easements or other encumbrances or rights now existing, or that may be hereafter placed against the Leased Premises, and to all advances made or that may be made on account of any such encumbrances, to the full extent of the principal sums secured thereby and interest thereon.

Section 13. SIGNS, AWNINGS, and MARQUEES INSTALLED BY TENANT: Tenant shall not construct or place signs, awnings, marquees, or other structures attached to or projecting from the exterior of the Leased Premises without the prior written consent of Landlord. Any signs, awnings, marquees desired by Tenant and at Tenant's sole expense shall be professionally prepared and installed. All signs erected by Tenant shall be in accordance with any applicable statutes, ordinances, codes, rules, and regulations of any governmental authority, or by any association rules or CC&Rs. Tenant shall maintain such signs and keep the same in a good state of repair. Upon vacating the Leased Premises, Tenant agrees, at its expense, to remove all signs and to repair any and all damages caused by said removal. All work shall be completed in a good workmanlike manner.

Section 14. KEYS & LOCKS: Tenant, upon the termination of its tenancy hereunder, shall deliver to the Landlord all the keys to any building, office, and toilet room, which shall have been furnished to the Tenant. Landlord shall have and be provided with a copy of keys to access all doors and offices within the Leased Premises during the lease term.

Section 15. LANDLORD'S RIGHT TO INSPECT OR REPAIR: Tenant shall permit inspection of the Leased Premises during reasonable business hours by Landlord or Landlord's agents or representatives for the purpose of ascertaining the condition of the Leased Premises and to permit Landlord to make such repairs, with reasonable advance notice, as may be required to be made by Landlord under the terms of this Lease or to preserve and maintain the Property or Leased Premises in a safe condition.

Section 16. ASSIGNMENT AND SUBLEASE: Tenant shall not assign or sublet this Lease or any part of the Leased Premises.

Section 17. EFFECT OF DAMAGE OR DESTRUCTION OF LEASED PREMISES:
(a) If the Leased Premises or any part thereof shall be damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease, Landlord shall, only in the event of an insured loss, repair, restore, rebuild, or replace the Leased Premises or portions destroyed or damaged, so that the Leased Premises is substantially the same as it was prior to such destruction or damage, subject to delays due to adjustment of insurance claims, strikes and other causes beyond the Landlord's control.

(b) Landlord and Tenant hereby release each other from responsibility for loss or damage occurring on or to the Leased Premises, of which they are a part or to the contents thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies. Each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

Section 18. RIGHT OF ACCESS: Tenant, its employees, agents, assigns, guests, invitees, and clients shall have the right to use any common parking area and all common space on the Property, subject to reasonable rules and regulations which Landlord may establish from time-to-time, including, but not limited to the allocation of parking spaces.

Section 19. AUCTION, FIRE OR BANKRUPTCY SALE: Tenant shall not conduct any auction nor permit any fire or bankruptcy sale to be held on the Property.

Section 20. FORCED ENTRY: Tenant shall be responsible for any damage to the Property as a result of forced entry into the Leased Premises or burglary thereof.

Section 21. TENANT BREACH OR DEFAULT: Tenant shall be in breach of this Lease and shall be considered in default under this Lease if:

(a) Tenant fails to perform or comply with any other covenant or condition of this Lease and such failure continues for a period of thirty (30) days after receipt of written notice thereof from Landlord, in which 15-days Tenant has not commenced action to cure and fails to diligently and expeditiously cure said default;

(b) Tenant abandons or vacates the Leased Premises; or

(c) If the Property or Leased Premises shall be used in violation of any law or regulation, without being cured as provided above.

Section 22. REMEDIES UPON TENANT DEFAULT: In the event of any default hereunder (or threatened default in the case of subparagraph b, of this Section), the rights of Landlord shall be as follows:

(a) Landlord may elect, but shall not be obligated, to make any payment required of Tenant herein or comply with any agreement, term or condition required hereby to be performed by Tenant, and Landlord shall have the right, but not the obligation, to enter the Leased Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied. However, any expenditure hereunder by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.

(b) Landlord shall have the right of injunction to restrain Tenant and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.

(c) Landlord shall have the right to cancel and terminate this Lease, as well as all of the right, title and interest of Tenant hereunder, by giving to Tenant not less than thirty (30) days notice

of the cancellation and termination and the right to cure. On expiration of the time fixed in the notice, this Lease and the right, title and interest of Tenant hereunder shall terminate in the same manner and with the same force and effect, except as to Tenant's liability for sums accrued prior to the date of termination, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

(d) Landlord may recover from Tenant all damages proximately resulting from any default or breach, including, but not limited to, the cost of recovering the Leased Premises, or altering or remodeling the same for re-letting, the cost of remedying any violation of this Lease, or the cost of exercising any of the remedies provided herein or by law, and may further recover the unpaid rent reserved under this Lease, the total amount of which shall be due and payable.

(e) Landlord may exercise any and all other rights and remedies allowed by law and the rights and remedies given to Landlord in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others herein, by law, or by equity, provided.

Section 23. TERMINATION WITHOUT CAUSE: City may, at its option, terminate this Lease for any purpose including removal of the residence, and shall provide Seller with at least ninety (90) days written notice. Tenant may terminate this Lease by providing at least ninety (90) days written notice to Landlord.

Section 24. WAIVER OF COVENANTS: The pursuit by Landlord of any of the remedies provided for in any section of this Lease shall not constitute a waiver of any of the remedies available to Landlord in any other section or under the law or equity. A waiver by Landlord of any breach of this Lease shall not constitute a waiver of any other breach. Forbearance or omission by Landlord in enforcing any of its remedies upon Tenant's breach shall not constitute a waiver of any of its remedies.

Section 25. INDEMNIFICATION AND NON-LIABILITY OF LANDLORD: Tenant shall at all times keep the Leased Premises, and all property contained therein, in good condition, order, and repair, and during the term hereof shall hold Landlord harmless from any and all personal or property damage claims and liabilities, including insurance deductibles. Landlord shall not be liable for damages due to the supply or failure to supply of gas, electricity, heat, water, sewer, telephone or other such services as such may be occasioned from time to time by the public utility providing such service, or by temporary supply curtailment, or due to necessary repair and maintenance. Landlord shall not be liable in any manner for any loss, injury, or damage incurred by Tenant, including those from acts of theft, burglary, fire, acts of God, riot, strike, war, vandalism committed by either identified or unidentified parties, except for personal acts of Landlord where the acts are committed against Tenant, or the agents, employees, or guests of Tenant. Tenant shall be responsible for arranging, and all expenditures relating to, any security precautions that Tenant deems necessary for the safety of the personnel, guests, or property of Tenant located on the Leased Premises.

Section 26. GOVERNING LAW AND VENUE: Any action or judicial proceeding involving this Lease shall be governed under Utah law, both as pertains to substantive and procedural issues.

Section 27. FAILURE TO PERFORM COVENANT: Any failure on the part of either party to perform any obligation hereunder, shall be excused if such failure, or delay is caused by any strike, lockout, governmental restriction or any similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues.

Section 28. LEASE BINDING ON SUCCESSORS: The covenants and agreements contained in this Lease shall be binding upon the parties hereto and on their respective successors, heirs, executors, administrators, and legal representatives. If Landlord sells or transfers the Property or Leased Premises, then Landlord, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Lease.

Section 29. CONSTRUCTION OF LEASE: Words of any gender used in this Lease shall be held to include either gender, and words in the singular number shall be held to include the plural when the context requires.

Section 30. HEADINGS: The paragraph headings included herein are for reference purposes only and shall not in any way modify or limit the statements contained in any paragraph or provision of this Agreement.

Section 31. MANNER OF GIVING NOTICES: All notices, demands, or other writings in this Lease, provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be sent either by registered or certified mail, postage prepaid and return receipt requested, or by a reputable and reliable overnight courier, to the party to be notified at the following address set forth for that party, or, after the execution of this Lease, at such other address as may be designated by either party in writing:

If to Landlord, at the following address:

City of St. George
Attn: City Attorney
175 East 200 North
St. George UT 84770
Phone: 435.627.4600

If to Tenant, at the following address:

Juanita Brooks Historical Preservation Society
2570 W. 12340 S.
Riverton, UT 84065
Phone: 801.633.2403

Every notice shall be deemed to have been given on the date it shall be deposited in the United States mail in the manner prescribed herein or on the date it shall be placed for delivery with a reputable and reliable overnight courier. Nothing herein shall preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process, which shall be deemed given at the time of service.

Section 32. SURRENDER OF PREMISES: Tenant shall, on the last day of the initial term, or any renewal, or on earlier termination or forfeiture of the Lease, peaceably and quietly surrender and deliver the Leased Premises (free of subtenancies) to Landlord, all in good repair, broom-clean, normal wear and tear excepted. Any trade fixtures, equipment, wiring and conduit or personal property belonging to Tenant, if not removed upon termination, shall, at Landlord's election, be deemed abandoned and become property of the Landlord without compensation, credit or offset therefore.

Section 32. SEVERABILITY: In case any one or more of the provisions of this Lease or any application thereof shall be invalid, illegal or unenforceable in any respect with any law of the

State of Utah, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Section 34. HOLDOVER: Should the Landlord permit Tenant to holdover the Leased Premises or any part thereof, after the expiration of the term of this Lease and after any possible additional terms, then and unless otherwise agreed in writing, such holding over shall constitute a tenancy from month-to-month only, and shall in no event be construed as a renewal of this Lease, unless proper and timely notice has been given as required by this Lease. In the event of a holdover, all provisions of this Lease not inconsistent with a tenancy from month-to-month shall remain in full force and effect. During the month-to-month tenancy, Tenant agrees to give Landlord thirty (30) days prior written notice of its intent to vacate the Leased Premises. Tenant agrees to vacate the Leased Premises upon thirty (30) days prior written notice from Landlord.

Section 35. DOCUMENTATION: The parties hereto agree to execute such additional documentation as may be necessary or desirable to carry out the intent of this Lease.

Section 36. ELECTRONIC DOCUMENTS: Facsimile transmission, Email or other electronic transmission of any signed original documents, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. All documents may be executed in counterparts.

Section 37. ENTIRE AGREEMENT: This Lease constitutes the entire agreement and understanding between the parties hereto and supersedes all prior discussions, understandings and agreements, oral or written, between the parties with respect to this Lease. There are no representations or warranties, express or implied, between the Landlord and Tenant with respect to the subject matter of this Lease, except those specified in this Lease.

Section 38. ATTORNMEN. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Leased Premises, or in the event of any deed or transfer in lieu of foreclosure, attorn to the new owner of Landlord's interest in the Leased Premises and recognize such new owner as Landlord under this Lease.

Section 39. AMENDMENT: This Lease may not be altered or amended except by a subsequent written agreement executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in St. George, Washington County, Utah, on the day and year first above written.

Landlord: City of St. George

Tenant: Juanita Brooks Historical Preservation Society

Michele Randall, Mayor

Sharla Sue Moody, Director

Attest:

Approved as to form:

Christina Fernandez, City Recorder

Alicia Carlton, Assistant City Attorney



Agenda Date: 02/13/2025

Agenda Item Number: 2C

Subject:

Consider approval to award bid to Inliner Solutions for the 2025 Sewer Relining Project.

Item at-a-glance:

Staff Contact: John Cazier

Applicant Name: City of St. George

Reference Number: 24-176

Address/Location:

Various Locations Throughout the City

Item History (background/project status/public process):

Every year the Wastewater Collections crew identifies sewer mains that are failing and need to be relined.

Staff Narrative (need/purpose):

There are many old concrete sewer mains in town that have corroded over time. The lining process installs a new liner in the old main and extends the useable life of the pipe.

Name of Legal Dept approver: Alicia Galvany-Carlton

Budget Impact:

Cost for the agenda item: \$503,075

Amount approved in current FY budget for item: \$750,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

This was approved in the 2025 budget

Description of funding source:

2025 City budget

Recommendation (Include any conditions):

Award the bid to Inliner Solutions



NOTICE OF AWARD

To: Inliner Solutions

Project: St George Sewer Main Relining 2025

Inquiry No.: **24-176**

The CITY has considered the PROPOSAL submitted by you for the above described project in response to its Advertisement for PROPOSALS and Information for CONTRACTORS.

You are hereby notified that your PROPOSAL has been accepted in the amount of \$ 503,075.00 on the condition that you execute the Agreement and obtain the performance BOND, the payment BOND, and the certificate of insurance within ten (10) calendar days from the date this NOTICE is delivered to you.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this 20 day of Feb, 2025.

City of St. George
CITY

By _____

Name Michele Randall

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____,

this the _____ day of _____, 20____.

Name _____

Title _____