Cedar City

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

Mayor
Steve Nelson

Council Members
Robert Cox
Waldo D. Galan
R. Scott Phillips
Phil E. Schmidt
Carter Wilkey

City Manager
Paul Bittmenn

CITY COUNCIL WORK MEETING
AMENDED
August 19, 2026
5:30 P.M.

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

I. Call to Order

II. Agenda Order Approval

III. Administration Agenda
- Mayor and Council Business
- Staff Comments
  - Swear in Patrol Officer II Gary Orton

IV. Business Agenda
Public
1. American Legion 2026 Utah Girls and Boys State Report. Bracken Johnson, Cambree Selby, Darrin Duncan
2. Recap on the 2026 season for the Utah Summer Games. Jon Oglesby

V. Staff
3. Consider bid from Bradshaw Chevrolet for $54,590.25 for work truck. Randy Clove
4. Consider bid from Bradshaw Chevrolet for $111,776.75 for 2 work trucks. Matt Baker
5. Consider bid from Ditch Witch of the Rockies for $53,323.55 for Hydro excavation trailer. Matt Baker
6. Consider a resolution to amend the Consolidated Fee Schedule to increase the fee for water meters. Matt Baker
7. Consider proposals for the Wastewater Treatment Plant Expansion Study. Jonathan Stathis
8. Consider disposal of city property and easement to UDOT for the South Interchange Project. Paul Bittemenn
9. Consider an upsizing reimbursement agreement with BZI Innovation Park for the 30” sewer main. Drake Howell/ Paul Bittmenn
10. Consider GSA Lease Amendment #DFC26. Tyler Galetka

VI. Closed Session
11. Reasonably imminent litigation. Randall McUne
12. Contract Negotiations. Mayor Nelson

Dated this 17th day of August 2026.

Amber Ray

Amber Ray
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 17th day of August 2026.

Amber Ray

Amber Ray
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.

Steve Nelson (435)590-5586
Robert Cox (435)559-0785 crobert@cedarcityut.gov
Waldo Galan (435)592-4116 gwaldo@cedarcityut.gov
Scott Phillips 435-701-7884 sphillips@cedarcityut.gov
Phil Schmidt 435-559-2522 sphil@cedarcityut.gov
Carter Wilkey 801-688-2992 wcarter@cedarcityut.gov

CEDAR CITY COUNCIL
AGENDA ITEM #03

INFORMATION SHEET

TO: Mayor and City Council

FROM: Randy Clove Waster Water Collections Division Superintendent

DATE: 8/5/2026

SUBJECT: Consider the bid for a Chevrolet work truck

DISCUSSION: Consider the bid from Bradshaw Chevrolet for a 2026 Chevrolet work truck in the amount of $54.590.25

The city also received a bid from Murdock Chevrolet in the amount of $54,761.00.

The Fiscal Year 2026/2027 Wastewater collection Division budget included $63,500 for the purchase of this vehicle. By purchasing the 2026 model year trucks before the manufacturer transitioned to the 2027 model year, the city was able to avoid anticipated price increases and complete the purchase under the approved budget.

These replacement vehicles will support the wastewater collections Division's daily operations, routine maintenance, and emergency response activities while ensuring reliable service to the City's wastewater collections system and remaining within the approved budget.

Bradshaw Chevrolet
Nathan Belshaw | 435-586-6595 | nathan@bradshawchevy.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (Complete)

Quote: 2026 CC Wastewater Collections CK10743 LT

Quote Worksheet

		MSRP
Base Price		$54,000.00
Dest Charge		$2,795.00
Total Options		$5,650.00
	Subtotal	**$62,445.00**
Front Floor Mats (84348119)		$165.75
Rear Floor Mats (84348198)		$80.75
Rear Wheelhouse Liners (85561532)		$148.75
Spray in Bedliner (Del Ray's)		$650.00
GM Bid Assistance		($4,900.00)
	Subtotal Pre-Tax Adjustments	**($3,854.75)**
Less Customer Discount		($4,289.00)
	Subtotal Discount	**($4,289.00)**
Trade-In		$0.00
Excluded from Sales Tax	**Subtotal Trade-In**	**$0.00**
	Taxable Price	**$54,301.25**
Sales Tax		$0.00
Doc Fee		$289.00
	Subtotal Taxes	**$289.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$54,590.25**

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 28884. Data Updated: Jul 2, 2026 1:48:00 AM UTC.

CEDAR CITY COUNCIL
AGENDA ITEM #04

INFORMATION SHEET

TO: Mayor and City Council

FROM: Matt Baker Water Division Superintendent

DATE: 8/5/2026

SUBJECT: Consider the bid for 2 Chevrolet work trucks

DISCUSSION: Consider the bid from Bradshaw Chevrolet for two (2) 2026 Chevrolet work trucks in the amount of $111,776.75.

The city also received a bid from Murdock Chevrolet in the amount of $114,167.00.

The Fiscal Year 2026/2027 Water Division budget included $130,000.00 for the purchase of these vehicles. By purchasing the 2026 model year trucks before the manufacturer transitioned to the 2027 model year, the city was able to avoid anticipated price increases and complete the purchase under the approved budget.

These replacement vehicles will support the Water Division's daily operations, routine maintenance, and emergency response activities while ensuring reliable service to the City's water system and remaining within the approved budget.

Bradshaw Chevrolet
Nathan Belshaw | 435-586-6595 | nathan@bradshawchevy.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (Complete)

Quote: 2026 CC Water CK10743 LT New

Quote Worksheet

		MSRP
Base Price		$54,000.00
Dest Charge		$2,795.00
Total Options		$5,195.00
	Subtotal	**$61,990.00**
Front Mats (84348119)		$165.75
Rear Mats (84348198)		$80.75
Rear Wheelhouse Liners (85561532)		$148.75
Spray in Bedliner (Del; Rays)		$650.00
GM Bid Assistance		($4,900.00)
	Subtotal Pre-Tax Adjustments	**($3,854.75)**
Less Customer Discount		($4,289.00)
	Subtotal Discount	**($4,289.00)**
Trade-In		$0.00
Excluded from Sales Tax	**Subtotal Trade-In**	**$0.00**
	Taxable Price	**$53,846.25**
Sales Tax		$0.00
Doc Fee		$289.00
	Subtotal Taxes	**$289.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$54,135.25**

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Data Version: 28884. Data Updated: Jul 2, 2026 1:48:00 AM UTC.

Bradshaw Chevrolet
Nathan Belshaw | 435-586-6595 | nathan@bradshawchevy.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✓ Complete)

Quote: 2026 CC Water CK20743 LT New

Quote Worksheet

		MSRP
Base Price		$56,400.00
Dest Charge		$2,795.00
Total Options		$6,100.00
	Subtotal	**$65,295.00**
GM Bid Assistance		($3,400.00)
Front Floor Mats (84348118)		$165.75
Rear Floor Mats (84348198)		$80.75
	Subtotal Pre-Tax Adjustments	**($3,153.50)**
Less Customer Discount		($4,789.00)
	Subtotal Discount	**($4,789.00)**
Trade-In		$0.00
Excluded from Sales Tax	**Subtotal Trade-In**	**$0.00**
	Taxable Price	**$57,352.50**
Sales Tax		$0.00
Doc Fee		$289.00
	Subtotal Taxes	**$289.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$57,641.50**

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 28884. Data Updated: Jul 2, 2026 1:48:00 AM UTC.

CEDAR CITY COUNCIL
AGENDA ITEM #05

INFORMATION SHEET

TO: Mayor and City Council

FROM: Matt Baker Water Division Superintendent

DATE: 8/5/2026

SUBJECT: Consider the bid for a Ditch Witch Hydro Ex Trailer

DISCUSSION: Consider the bid from Ditch Witch of the Rockies in the amount of $53,323.55 for the purchase of one (1) Ditch Witch HX20G Hydro Excavation Trailer.

The Fiscal Year 2026/2027 Water Division budget included $55,000.00 for the purchase of this equipment. The submitted bid is under the approved budget.

The hydro excavation trailer will improve the Water Division's ability to safely locate and expose underground utilities, reduce the risk of damage to existing infrastructure, minimize restoration costs, and increase the efficiency of maintenance, repair, and emergency response operations.

Quotation

The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Information

Quotation No.	20240684
Document Date	07/29/2026
Customer No.	516864
Dealership	DITCH WITCH OF THE ROCKIES SALT LAKE CITY
PO	34396
Created by	Jon McLarty

Sold-to Party Address

CITY OF CEDAR CITY
MEMBER #195845
716 N AIRPORT ROAD
CEDAR CITY UT 84720

Global Account Price Quote
Quote Valid until : 09/02/2026

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	HX20G - HX20G With the following configuration: Debris Tank 300 Gallon Controls Right Hand Traffic Options Hose Rack Options Rear Work Lights Options Traffic Cone Storage Options Spare Tire Options Spare Tire Mount Options Uptime Kit Hydraulic Oil Standard Color Standard			43,026.45
1EA	190-10280 - HX20G UPTIME KIT			418.71
1EA	205-10044 - T/W (ST235/85R16)			236.59
1EA	190-10259 - WIRED ASSET TRACKER			385.02
1EA	025-10004 - VT7 TRAILER			6,449.08
1EA	HX20G-PREP - HX20G-PREP			
1EA	190-10271 - VT7 SPARE TIRE CARRIER			187.70

Confidentiality Notice:
This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.

Quotation

The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617

Information

Quotation No.	20240684
Document Date	07/29/2026
Customer No.	516864
Dealership	DITCH WITCH OF THE ROCKIES SALT LAKE CITY
PO	34396
Created by	Jon McLarty

Sold-to Party Address

CITY OF CEDAR CITY
MEMBER #195845
716 N AIRPORT ROAD
CEDAR CITY UT 84720

Global Account Price Quote
Quote Valid until : 09/02/2026

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
		Corporate Account Price		50,703.55
		Total Freight		2,300.00
		Installation Charge		320.00
		Total Amount		$ 53,323.55

Confidentiality Notice:
This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.

CEDAR CITY COUNCIL
AGENDA ITEM #06

INFORMATION SHEET

TO: Mayor and City Council

FROM: Matt Baker Water Division Superintendent

DATE: 8/5/2026

SUBJECT: Consider water meter fee increase

DISCUSSION: Neptune has implemented price increases due to higher material and manufacturing costs, as well as increased shipping and freight expenses. Adjusting the meter pricing will allow the city to recover the actual cost of the water meters.

The Water Division recommends adjusting the water meter pricing to reflect the increased cost of purchasing Neptune water meters.

CEDAR CITY CORPORATION
Proposed Fee or Rate Increase
FY 2026-27

Fee Title	Old Amount	Proposed Amount	Justification
1” Neptune Meter	$695	$735	Cost increase from Neptune meters on material, manufacturing, shipping and freight
1 ½” Neptune Meter	$1145	$1,295	
2” Neptune Meter	$1300	$1,550	
3” Neptune Meter	$3585 + Materials	$4,100	
4” Neptune Meter	$4550 + Materials	$5,260	
6” Neptune Meter	$7315 + Materials	$8,405	
8” Neptune Meter	$11,015 + Materials	$12,170	
10” Neptune Meter	$12,725	$14,725	
12” Neptune Meter	$14,770	$16,995	
Strainer			
2”	$690	$900	
3”	$1,120	$1355	
4”	$2,045	$2715	
6”	$2,815	$3700	
8”	$4,633	$5935	

METERWORKS

1199 W 850 N
Centerville, UT 84014
www.neptunetg.com
Meter Company: NEPTUNE TECHNOLOGY GROUP

No. of Pages: 1

Date: 07/01/26

Prices Valid Until:

PRICE QUOTATION

Customer

Company: Cedar City
Address:
Attn: Matt Baker
Phone: (435) 590-1942
Email:

Project

Job/City: Mach-10
Bid Number: N/A
Bid Date: N/A

Quantity	Product Description	Unit Price	Total
	Neptune Mach-10 Meters		
1	1" Mach-10 Meter w/ R900i Register and 6' Antenna	$ 735.00	
1	1.5" Mach-10 Meter w/ R900i Register and 20' Antenna Lay Lengths it comes in: (Standard 13", but also 10" for Turbine Meters)	$ 1295.00	
1	2" Mach-10 Meter w/ R900i Register and 20' Wire Lay Lengths it comes in: (Standard 17", but also 10" for Turbine Meters, and 15 1/4" for Compound Meters)	$ 1550.00	
	Neptune Mach-10 Large Meters		
1	3" Mach-10 Meter **12"** Lay Length w/ R900i Register and 20' Antenna 12" Lay Length is to replace a **3" Turbine Meter**.	$ 4,100.00	
1	4" Mach-10 Meter **14"** Lay Length w/ R900i Register and 20' Antenna 14" Lay Length is to replace a **4" Turbine Meter.**	$ 5,260.00	
1	6" Mach-10 Meter **18"** Lay Length w/ R900i Register and 20' Antenna 18" Lay Length is to replace a **6" Turbine Meter.**	$ 8,405.00	
1	8" Mach-10 Meter **20"** Lay Length w/ R900i Register and 20' Antenna	$ 12,170.00	
1	10" Mach-10 Meter **26"** Lay Length w/ R900i Register and 20' Antenna	$ 14,725.00	
1	12" Mach-10 Meter **19 7/10"** Lay Length w/R900i Register and 20' Antenna	$ 16,995.00	
		TOTAL	

Notes

If you have any questions, please give me a call.

FOB
TERMS NET 30
DELIVERY

METERWORKS

Name Ken Sheffield
Title Sales Representative
Address 1199 West 850 North
Centerville, UT 84014
Phone (801) 309-6612
Email ken.sheffield@meterworks.net

WE APPRECIATE THE OPPORTUNITY TO PROVIDE PRICING ON THE PRODUCTS LISTED AND LOOK FORWARD TO SERVING YOU

METERWORKS

1199 W 850 N
Centerville, UT 84014
www.neptunetg.com
Meter Company: NEPTUNE TECHNOLOGY GROUP

No. of Pages: 1

Date: 08/05/26

Prices Valid Until:

PRICE QUOTATION

Customer

Company: Cedar City
Address:
Attn: Matt Baker
Phone:
Email: mbaker@cedarcityut.gov

Project

Job/City:
Bid Number: N/A
Bid Date: N/A

Quantity	Product Description	Unit Price	Total
1	2" Bronze Strainer	$ 900.00	
1	3" Bronze Strainer	$ 1355.00	
1	4" Bronze Strainer	$ 2715.00	
1	6" Bronze Strainer	$ 3700.00	
1	8" Bronze Strainer	$ 5,935.00	
		TOTAL	$ -

Notes

If you have any questions, please give me a call.

FOB
TERMS *NET 30*
DELIVERY

METERWORKS

Name Elise Steiner
Title Office Manager
Address 1199 West 850 North
Centerville, UT 84014
Phone (801) 292-7900
Email elise.steiner@meterworks.net

WE APPRECIATE THE OPPORTUNITY TO PROVIDE PRICING ON THE PRODUCTS LISTED AND LOOK FORWARD TO SERVING YOU

CEDAR CITY RESOLUTION NO. 26-0624-1

A RESOLUTION OF THE CEDAR CITY COUNCIL AMENDING THE CEDAR CITY FEE SCHEDULE

WHEREAS, Cedar City maintains a fee schedule showing fees the City charges for various services; and

WHEREAS, the Utah Department of Environmental Quality (DEQ), Division of Drinking Water, has imposed new state-mandated drinking water fees that will be charged to all public water systems, including Cedar City; and

WHEREAS, City staff have recommended a change in the fee schedule regarding the culinary water base rate fee as reflected in exhibit #1, solely to cover the new state-mandated fee; and

WHEREAS, the City Council has reviewed the proposed changes to the fee schedule during an open and public meeting and finds that the proposed fee changes are reasonable and necessary.

NOW THEREFORE be it resolved by the City Council of Cedar City, State of Utah, that Cedar City's fee schedule is amended as set forth in exhibit #1.

NOW THEREFORE BE IT FURTHER RESOLVED by the City Council of Cedar City, State of Utah, that this resolution shall become effective immediately upon passage.

NOW THEREFORE BE IT FURTHER RESOLVED by the City Council of Cedar City, State of Utah, that City staff is authorized to make such changes of a non-substantive nature to the City's fee schedule as are reasonably necessary to facilitate the foregoing amendment.

Council Vote:

Phillips - Aye
Cox - Aye
Wilkey - Aye
Schmidt - Aye
Galan - Aye

Dated this _____ day of July, 2026.

_____
STEVE NELSON
MAYOR

[SEAL]
ATTEST:

_____
AMBER RAY
RECORDER

Exhibit #1

Cedar City Resolution No. 26-0624-1

CEDAR CITY RESOLUTION NO. 26-0826

A RESOLUTION OF THE CEDAR CITY COUNCIL AMENDING THE CEDAR CITY FEE SCHEDULE

WHEREAS, Cedar City maintains a fee schedule showing fees the City charges for various services; and

WHEREAS, the supplier of the water meters used by the City, Neptune, has increased the prices on the meters; and

WHEREAS, City staff have recommended a change in the fee schedule, as reflected in exhibit #1, solely to cover the increased meter cost; and

WHEREAS, the City Council has reviewed the proposed changes to the fee schedule during an open and public meeting and finds that the proposed fee changes are reasonable and necessary.

NOW THEREFORE be it resolved by the City Council of Cedar City, State of Utah, that Cedar City's fee schedule is amended as set forth in exhibit #1.

NOW THEREFORE BE IT FURTHER RESOLVED by the City Council of Cedar City, State of Utah, that this resolution shall become effective immediately upon passage.

NOW THEREFORE BE IT FURTHER RESOLVED by the City Council of Cedar City, State of Utah, that City staff is authorized to make such changes of a non-substantive nature to the City's fee schedule as are reasonably necessary to facilitate the foregoing amendment.

Council Vote:

Phillips -
Cox -
Wilkey -
Schmidt -
Galan -

Dated this _____ day of August, 2026.

_____
STEVE NELSON
MAYOR

[SEAL]
ATTEST:

_____
AMBER RAY
RECORDER

Exhibit #1

Cedar City Resolution No. 26-0826

CEDAR CITY
CITY COUNCIL AGENDA ITEM #07
STAFF INFORMATION SHEET

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: August 19, 2026

Subject: **Consider proposals for the Wastewater Treatment Plant Expansion Study.**

Discussion: The Cedar City Regional Wastewater Treatment Facility is starting to reach its current capacity. Significant residential, commercial, and industrial growth over the past several years in Cedar City and the surrounding area has led to increases in both the flowrate and loading at the treatment plant. In order to start the process of looking at expanding the treatment plant, this study will consider options for adding infrastructure to increase the plant capacity. The study will also include the preparation of a master plan for the treatment plant over a 40-year planning horizon.

Consultants were notified of this project via email, newspaper advertisement, and on the City's website. The Request for Proposals (RFP) was requested by 10 consultants, 1 contractor, and 3 plan rooms.

Cedar City received two (2) proposals for the Wastewater Treatment Plant Expansion Study. Based on the scoring of the proposals, Stantec received the highest score. The proposals were evaluated based on a 100-point scoring system.

If the proposal is awarded it would be on condition that the Consultant provide the required executed insurance documents, immigration status verification, and that the Mayor be authorized to sign the agreement with the Consultant.

The table on the next page shows a ranking of the proposals based on the average evaluation score. The table also lists the proposed fee and where each Consultant has office locations. Stantec listed another firm as a team member as shown in the following table.

Proposal Scoring Summary
Wastewater Treatment Plant Expansion Study

			Stantec (St. George and Salt Lake City) **Teamed with:** **Hansen, Allen & Luce – growth and culinary flow projections**	**Carollo (St. George and Salt Lake City)**
	Proposed Fee =		**$159,083.00**	**$68,000.00**
1	Introductory Letter	**5**	4.4	4.4
2	Project Team	**20**	14.6	11.8
3	Consultant's Capability	**15**	12.8	8.8
4	Project Understanding	**10**	9.4	7.2
5	Work Plan	**15**	13.6	7.6
6	Schedule Control	**20**	18.0	14.0
7	Project Cost & Fees	**10**	4.0	9.8
8	Required City Services	**5**	4.8	4.4
	Point Totals	**100**	**81.6**	**68.0**

The following table provides information regarding the funding for the project.

Project Funding
Expansion Study
Account #53-56-310

Funding -	Funding	Expenses	Balance
Expansion Study (Account #53-56-310)	$130,000		
Engineering Expenses -			
Expansion Study – Consultant Fees		($159,083)	
Miscellaneous/Contingency/Sampling		($8,000)	
Totals -	**$130,000**	**($167,083)**	**($37,083)**

The proposed cost of the proposal exceeds the budget amount. One option to cover the overage would be to do a budget revision to move funds from the Effluent Type 1 Filtration System project. That project was carried over into the FY27 budget, and it came in quite a bit under budget since there is currently $3,556,929 remaining. Another option would be to utilize funds from the Wastewater Treatment Plant enterprise fund balance. With either option, there would need to be a budget revision done to move the funds into the capital project account for the Expansion Study project.

Please consider whether to award this project to one of the consultants for the Wastewater Treatment Plant Expansion Study. Thank you for your consideration.

CEDAR CITY COUNCIL
AGENDA ITEMS - #08
DECISION PAPER

TO: Mayor and City Council

FROM: City Manager

DATE: August 14, 2026

SUBJECT: Sale of right of way and property to UDOT

UDOT is seeking to purchase an easement from Cedar City over one property and purchase the title to another property. Both transactions are for the south interchange project. Details are below. For both transactions UDOT is offering a bonus of up to $5,000 each if we sign the sales agreements within 30 days. If you have any questions, please let me know. Please consider selling the easement and property to UDOT.

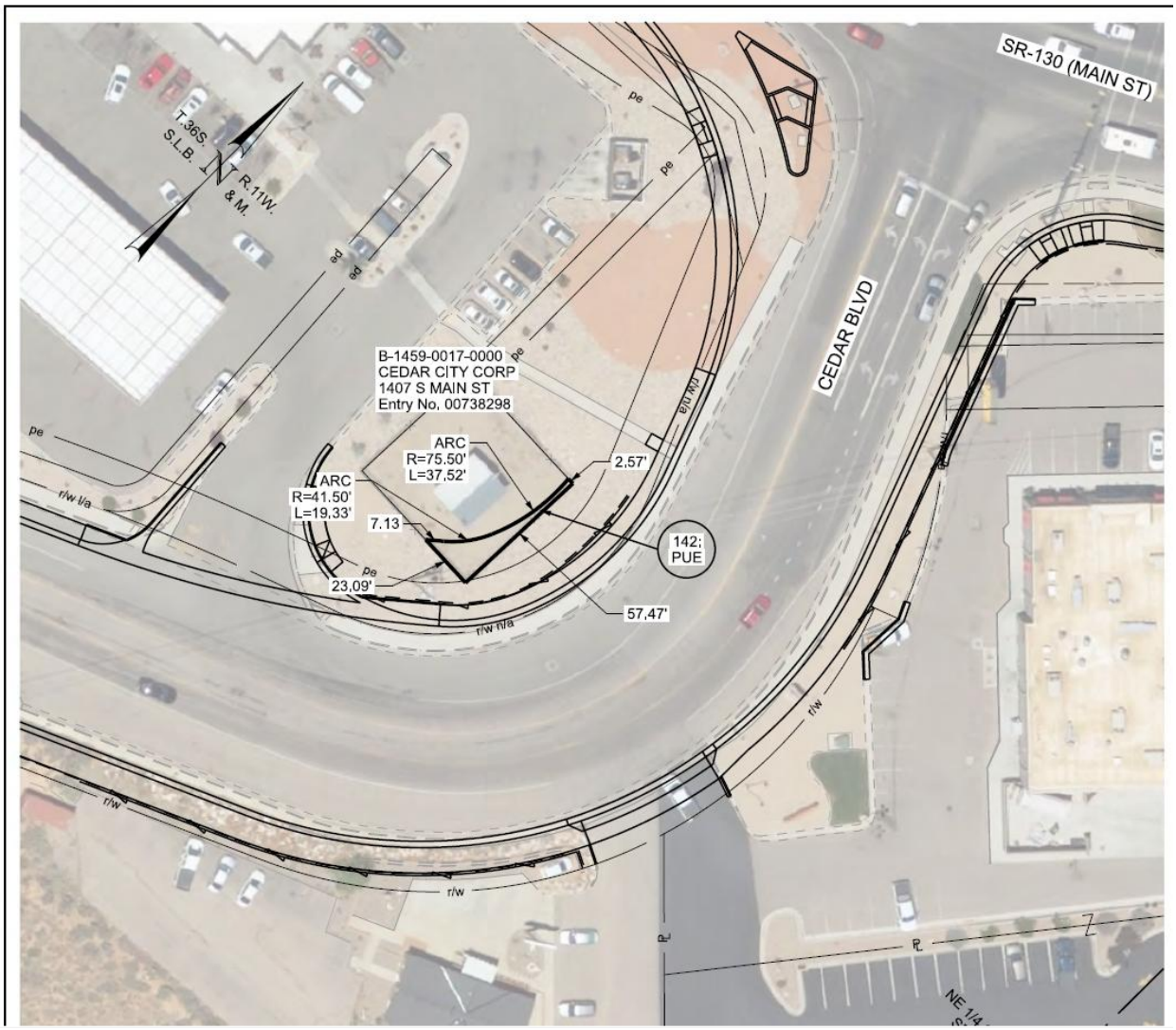
Right of way acquisition.

The first transaction involves UDOT purchasing an easement across our property located at 1407 South Main Street. This is our water pump station located next to Maverick on South Main Street. The easement is 398 square feet and they are offering $9,400.00. Exhibit A contains a map showing the proposed easement, a summary of UDOT's appraisal (the entire appraisal is over 60 pages long, is available upon request), Offer, and land sales agreement. Engineering and public works have looked at the proposed easement. It does not conflict with our interests and is not harming our operations. We may have to relocate some fencing. Legal has reviewed the proposed agreements.

Land Purchase.

The second transaction involves UDOT purchasing property from Cedar City. This property is located on the west side of I-15 roughly between Less Schwab Tire and Chipotle Grill. The consists of 30.063 square feet, is configured in a triangular shape, fronting UDOT property on the east and private property on the west. Based on the configuration of the property it is very unlikely that it can be developed and therefore is looked at as an insignificant parcel and the City can dispose of it by vote of the City Council. UDOT is offering $721,600 for this property. Exhibit B is a map showing the property, a summary of UDOT's appraisal (the entire appraisal is over 60 pages long and is available upon request), Offer, and land sales agreement. Public works and engineering have had the opportunity to look at the property proposed for sale. The proposed sale would not harm our interests. Legal has reviewed the proposed agreements.

Exhibit A
Easement documentation



Van Drimmelen & Associates, Inc.
REAL ESTATE APPRAISERS & CONSULTANTS

APPRAISAL OF
A Public Utility Easement

WITHIN PROPERTY OWNED BY
Cedar City Corporation
Contact: Paul Bittmen (Ph: 435-233-0056 / Email: paulb@cedarcityut.gov)

LOCATED AT
1407 South Main Street,
Cedar City, Utah 84720

PROJECT IDENTIFICATION
Project No. F-I15-2(94)56
PIN No. 21678 / Project Parcel No. I15-2:142

PREPARED FOR
UTAH DEPARTMENT OF TRANSPORTATION
ATTN: Ms. Cali Bastow, MBA, SR/WA
Utah Department of Transportation
Right of Way Lead Agent
c/o Kimley-Horn and Associates

PREPARED BY
Eric Van Drimmelen, MAI
Certified General Appraiser
File No. 770ev526

EFFECTIVE DATE OF VALUATION
May 14, 2026

DATE OF THE REPORT
June 26, 2026

P.O. Box 711089, Salt Lake City, Utah 84171 ▫ 801-483-3000 ▫ www.ValueUtah.com

Van Drimmelen & Associates, Inc.
REAL ESTATE APPRAISERS & CONSULTANTS

June 26, 2026

Project No. F-I15-2(94)56
Pin No. 21678 / Parcel No. I15-2:142

Ms. Cali Bastow, MBA, SR/WA
Utah Department of Transportation
Right of Way Lead Agent
c/o Kimley-Horn and Associates
1850 Ashton Boulevard, Ste. 150
Lehi, Utah 84048

Re: An appraisal report of a public utility easement within property located at 1407 South Main Street, Cedar City, Utah. Project No.: F-I15-2(94)56; Project Pin No.: 21678; Parcel No.: I15-2:142. Appraisal Report File #770ev526.

Dear Ms. Bastow:

At the request of Kimley-Horn, on behalf of the Utah Department of Transportation (UDOT), I have prepared the attached appraisal report on the above referenced property. The purpose of the appraisal is to provide an opinion of market value, as of the specified date of valuation, for the proposed acquisition of the property rights specified. The public utility easement, described herein, is to be acquired by UDOT incident to the widening of Cross Hollow Road, South Main Street, Royal Hunte Drive, Providence Center Drive, Interstate Drive and Cedar Boulevard (Old Highway 91), known as Project No. F-I15-2(94)56.

As demonstrated within the attached appraisal report, I am of the opinion that the ***Market Value – As Is*** of the fee simple interest (as defined in the attached Report and subject to the definitions, certifications, assumptions, and limiting conditions set forth), of the public utility easement, as of May 14, 2026, is:

NINE THOUSAND FOUR HUNDRED DOLLARS
($9,400)

The subject Larger Parcel comprises Iron County Parcel Number B-1459-0017-0000. The property is owned by Cedar City Corporation. The subject property is currently improved with a public utility pump station building, rock landscaping and 6 foot security chain-link fencing. After reviewing the project and proposed easement, it is concluded that the shed and associated utilities it houses are not adversely impacted by the project and are not germane to the valuation of the proposed easement. Accordingly, only the land and site improvements directly affected by the easement are appraised herein.

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Public Utility Easement

The public utility easement (PUE) is identified as Project Parcel No. 142:PUE. The PUE is for "the use and installation of public utility facilities as provided in Utah Code Section 54-3-27 (the "PUE Statute"). The Easement is non-exclusive and may be used by all public utilities according to the terms of the PUE statute." Please refer to the maps and right of way documents in the addenda for further clarification. According to the right of way instruments provided, the total area of the PUE is 398 square feet, or 0.009 acre.

Property Owner Representative:

The property is owned by Cedar City Corporation. The property owner representative is Paul Bittmen (Ph: 435-233-0056 / Email: paulb@cedarcityut.gov), City Manager. Mr. Bittmen was contacted via telephone regarding the proposed project. He also was provided copies of the right-of-way instruments through email. Mr. Bittmen did not feel it necessary to meet at the property and gave me permission to inspect the property. No major concerns were expressed.

Other:

Definitions of market value and the fee simple estate are included in the attached document. An appraisal is performed in accordance with Standards Rule 1 as defined by the Uniform Standards of Professional Practice (USPAP). The attached report is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of USPAP.

This appraisal report conforms with and is subject to the Uniform Standards of Professional appraisal Practice (USPAP) of the Appraisal Foundation, the Uniform Act, C.F.R. 24.103, the Utah Relocation Assistance Act, Utah Code Section 57-12, Utah State Code Title 78B, the Code of Professional Ethics, UDOT appraisal requirements/scope of work agreement, applicable Uniform Appraisal Standards for Federal Land Acquisitions and FTA Circular 5010.1E.

This report has been prepared for your use. As is customary in assignments of this nature, neither my name, my company name, nor the material submitted may be included in any prospectus, in newspaper publicity, or as part of any printed material; or used in offerings or representations with the sale of securities or participation interests to the public. No parts of this written report, including my name/company name or any value conclusions and/or explanations may be disseminated online or in other medium intended for general public consumption without prior written permission. The use of this appraisal report, by the client or by a third party, will mean acceptance of all assumptions and limiting conditions contained in the Letter of Transmittal, Preface, and attached report. The appraiser is not responsible for unauthorized use of this report.

The value given is subject to the general assumptions and limiting conditions, and specific extraordinary assumptions stated below and/or in the attached report and outlined in the addendum. It is important that the reader of this report review and understand all general and specific assumptions and limiting conditions.

Extraordinary Assumptions

Referencing the Uniform Standards of Professional Appraisal Practice, an *extraordinary assumption* is "an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions." Reliance on the extraordinary assumptions could have impacted assignment results. The following extraordinary assumptions have been relied upon in the valuation analysis herein:

1. An extraordinary assumption is made that the information received from the client, county, and city that was relied upon to formulate an opinion of value is correct and reliable.
2. At the time of inspection, the proposed locations for the PUE had not been staked. Accordingly, it is assumed, as an extraordinary assumption, that the location of the easement and the inventory of affected site improvements as stated herein are accurate.

Hypothetical Condition

Referencing the Uniform Standards of Professional Appraisal Practice, a *hypothetical condition* is "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis." The following hypothetical condition has been relied upon in the valuation analysis herein:

1. According to the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (P.L. 91-646) 42.11(c)(1), under eminent domain appraisal, "the appraiser shall disregard any decrease or increase in the fair market value of real property, prior to the date of valuation, caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project other than that due to physical deterioration within the reasonable control of the owner." As project influence is to be disregarded in the before condition, a hypothetical condition is made that there is no proposed project in the before condition.

This letter must remain attached to the report in order for the value opinion set forth to be considered valid. The effective date of value is May 14, 2026. The date of the report is June 26, 2026.

Your attention is invited to the attached appraisal report, which outlines the data collected and the methods used to formulate an opinion of the market value of the subject property and the public utility easement.

Respectfully submitted,

Eric Van Drimmelen, MAI

Utah State Certified General Appraiser
Certificate #5463327-CG00, Expires 5-31-28

Enc.

UDOT ePM Summary

UTAH DEPARTMENT OF TRANSPORTATION - I-15; SOUTH CEDAR INTERCHANGE & WIDENING									
Project No.: F-I15-2(94)56; Pin No.: 21678									
Land Acquisitions	Parcel #	Owner(s)	Fee Acquisition (SF)	Easement (SF)	$/Unit	Factor	Factor	Sub-Total	TOTAL($)
	142:PUE	Cedar City Corporation		398	$34.00	1.00	0.50	$6,766	
									$6,766
Site Improvements Acquired	Parcel #	Improvements Acquired	Quantity	Unit	Unit Price	Deprec.	Adj. $/Unit	Totals	TOTAL($)
									$0
Cost To Cure	Parcel #	Cost-to-Cure	Quantity	Unit	Unit Price	Factor	Adj. $/Unit	Totals	TOTAL($)
	142:PUE	Rock Landscaping	398	SF	$4.00	1.00	$4.00	$1,592	
		Contingencies/Misc.	1	Total	$1,000	1.00	$1,000	$1,000	
									$2,592
Construction Items	Parcel #	Construction Items (Not Included for Compensation)	Quantity	Unit	Unit Price	Factor	Adj. $/Unit	Totals	TOTAL($)
		Replace Fencing Impacted							
									$0
Damages	Parcel #	Damages						Totals	TOTAL($)
		None						$0	
									$0
Special Benefits	Parcel #	Special Benefits			Unit Price	Factor	Factor	Totals	TOTAL($)
		None						$0	
									$0
Total Award		Total Award							
		Total							$9,358
		Total, Rounded Off/Up +	$42						**$9,400**

Utah Department of Transportation
Right of Way Division
Statement of Just Compensation

Project No: F-I15-2(94)56 Parcel No.(s): 142:PUE

Pin No: 21678 Job/Proj No: 56491 Project Location: I-15; South Cedar Interchange & Widening
County of Property: IRON Tax ID / Sidwell No: B-1459-0017-0000
Property Address: 1407 South Main Street, CEDAR CITY, UT 84720
Owner's Address: PO Box 249, Cedar City, UT 84720
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Cedar City Corporation
Grantee: Utah Department of Transportation (UDOT)/The Department

The following information is the basis for the amount estimated by Utah Department of Transportation to be just compensation.

Parcel No.	Type of Interest Acquired	Size	Units	Price Per Unit	Property %	Use	County
142:PUE	Land	398	SQFT	$34	100	Commercial	IRON

VALUE OF THE TAKING							Factor		Value
142:PUE	--------->	398	SQFT	$34	100	x	.5	=	$6,766.00
IMPROVEMENTS									
142:PUE	Cost-to-Cure:Replacement								$2,592.00
OTHER COSTS									
142:PUE	Rounding								$42.00
								NET AMOUNT:	**$9,400.00**

Utah Department of Transportation declares that this offer is the amount that has been established by UDOT as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

DATE: 7/30/2026

Tammy Evans

Tammy E Evans (Consultant) / Acquisition Agent

OFFER TO PURCHASE RIGHT OF WAY

Pin: 21678 **Project No**: F-I15-2(94)56
Owner Name: Cedar City Corporation
Property Address: 1407 South Main Street, CEDAR CITY, UT 84720
Parcel No: 142:PUE
Authority No: 56491 **Tax Id:** B-1459-0017-0000
Project Location: I-15; South Cedar Interchange & Widening

The Utah Department of Transportation hereby makes you an offer of $9,400.00 as Just Compensation for the easement(s).

This is the approved value for the easement(s) described in the Project shown above.

Utah Department of Transportation declares that this offer has been established by the Department as Just Compensation and is in accordance with applicable State laws and requirements. Just Compensation is defined as the fair market value of the property acquired. This amount is based on the land, improvements, and any fixtures considered to be real property.

The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, and other related transportation uses.
This letter is not a contract to purchase your property. It is merely an offer to purchase the easement rights we need for $9,400.00. Along with this Offer attached are the Statement of Just Compensation and the Agency's Brochure. Your signature is for the purpose of verifying that you have actually received these items. Signing this document does not prejudice your right to have the final amount determined through Condemnation proceedings in the event you do not accept this Offer. Information regarding your rights is explained in the agency's brochure.

Information about the acquiring process and procedures is included in the Agency's Brochure, which has been given to you. Other information regarding your rights as a property owner was also given to you with this offer. If you have questions regarding this offer or information given to you, please contact me, Tammy E Evans (Consultant). I can be reached at 385-429-6652.

Receipt: Please sign below to indicate you have received the following documents:
- Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
- Offer to Purchase & Offer Letter
- Statement of Just Compensation
- Right of Way Contract
- Deed(s) and/or Easement(s)
- Map and legal description

Date: _____ *By:* _____
Signature of Grantor/Owner

Date: _____ *By:* _____
Signature of Grantor/Owner

Date: 7/30/2026 *By:* Tammy Evans
Tammy E Evans (Consultant) / Acquisition Agent

Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: F-I15-2(94)56 Parcel No.(s): 142:PUE

Pin No: 21678 Job/Proj No: 56491 Project Location: I-15; South Cedar Interchange & Widening
County of Property: IRON Tax ID(s) / Sidwell No: B-1459-0017-0000
Property Address: 1407 South Main Street, CEDAR CITY, UT 84720
Owner's Address: PO Box 249, Cedar City, UT 84720
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Cedar City Corporation

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Cedar City Corporation ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,[1] and UDOT and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 142:PUE, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts $9,400 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **Grantor(s) acknowledge receiving payment for the following cost to cure items: rock landscaping (398 SF) for $1,592as wellascontingencies/misc for $1,000 for a total of $2,592 which is included in the purchase price.**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and UDOT have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or UDOT under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

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1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: F-I15-2(94)56 Parcel No.(s): 142:PUE

Pin No: 21678 Job/Proj No: 56491 Project Location: I-15; South Cedar Interchange & Widening
County of Property: IRON Tax ID(s) / Sidwell No: B-1459-0017-0000
Property Address: 1407 South Main Street, CEDAR CITY, UT 84720
Owner's Address: PO Box 249, Cedar City, UT 84720
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Cedar City Corporation

4.2 Fees/Costs.
(a) Escrow Fees. UDOT agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If UDOT elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold UDOT harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to UDOT in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: F-I15-2(94)56 Parcel No.(s): 142:PUE

Pin No: 21678 Job/Proj No: 56491 Project Location: I-15; South Cedar Interchange & Widening
County of Property: IRON Tax ID(s) / Sidwell No: B-1459-0017-0000
Property Address: 1407 South Main Street, CEDAR CITY, UT 84720
Owner's Address: PO Box 249, Cedar City, UT 84720
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Cedar City Corporation

SIGNATURE PAGE TO
UTAH DEPARTMENT OF TRANSPORTATION
REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Tammy Evans, through Kimley-Horn & Associates, Inc., is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

_____ _____

100% Print Name: Cedar City Corporation Date

UTAH DEPARTMENT OF TRANSPORTATION

_____ _____

Ross Crowe Date
UDOT Director of Right of Way

Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: F-I15-2(94)56 Parcel No.(s): 142:PUE

Pin No: 21678 Job/Proj No: 56491 Project Location: I-15; South Cedar Interchange & Widening
County of Property: IRON Tax ID(s) / Sidwell No: B-1459-0017-0000
Property Address: 1407 South Main Street, CEDAR CITY, UT 84720
Owner's Address: PO Box 249, Cedar City, UT 84720
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Cedar City Corporation

Exhibit A
(Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Public Utility Easement

(CORPORATION)
Iron County

Tax ID No. B-1459-0017-0000
Pin No. 21678
Project No. F-I15-2(94)56
Parcel No. I15-2:142:PUE

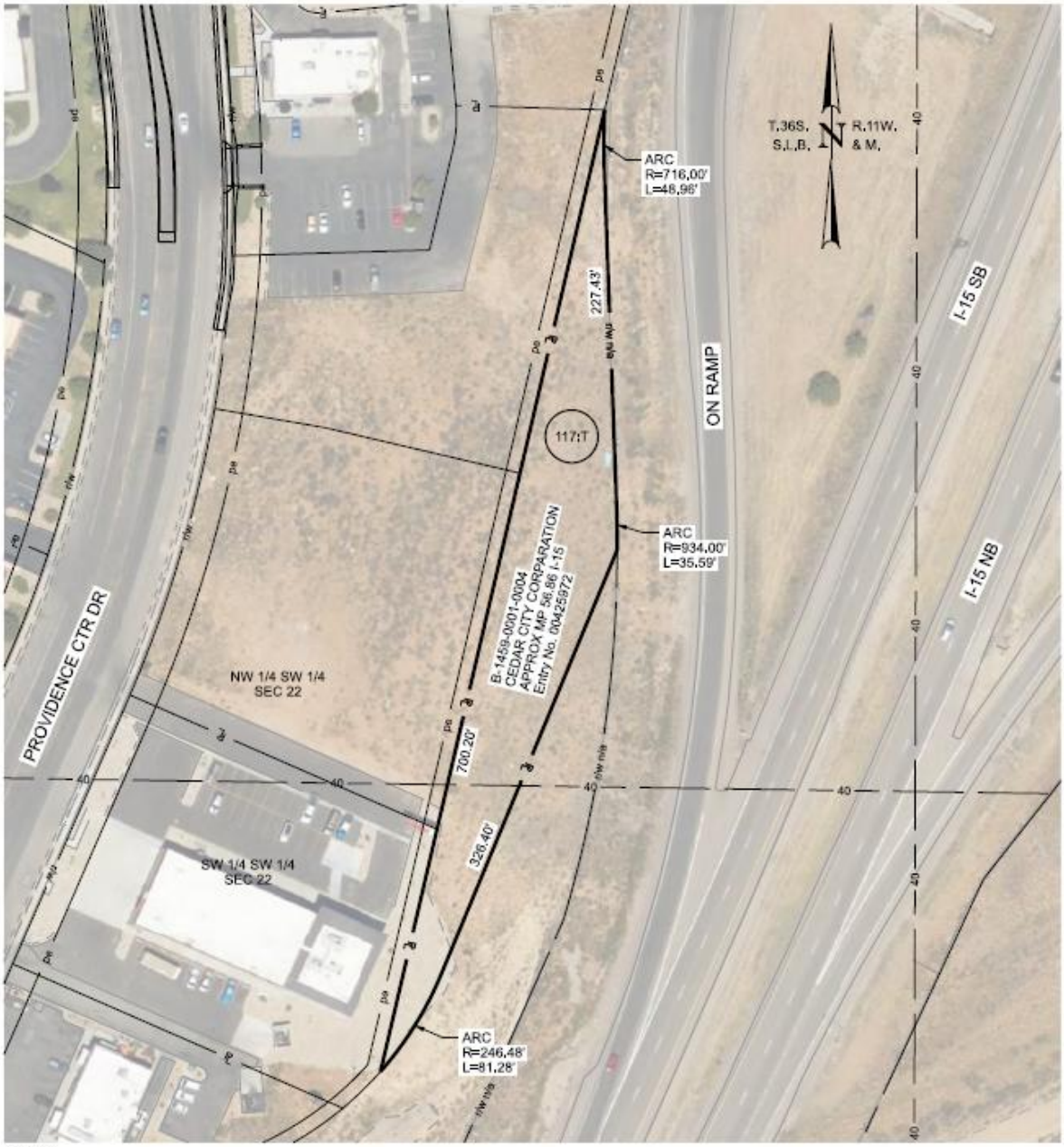
Cedar City Corporation, a corporation of the State of Utah, Grantor(s), hereby DEDICATES a Public Utility Easement for the use and installation of public utility facilities as provided in Utah Code Section 54-3-27 (the "PUE Statute"). The Easement is non-exclusive and may be used by all public utilities according to the terms of the PUE statute.

A public utility easement upon part of an entire tract of property, situate in the NE1/4 SW1/4 of Section 22, Township 36 South, Range 11 West, Salt Lake Base & Meridian, lying Westerly of Cedar Blvd (Old Highway 91), in Iron County, State of Utah, a public utilities easement incident to widening of existing street, Cedar Blvd (Old Highway 91), known as Project No. F-I15-2(94)56. The boundaries of said easement are described as follows:

Beginning at a point which is 1709.41 feet N.00°10'14"W. along the west section line and 2374.09 feet N.90°00'00"E. from the Southwest corner of said section 22, point being 63.03 feet radially distant northwesterly from the Cedar Blvd (Old Highway 91) Control Line of said project opposite approximate engineer station 4043+31.40, point also being the southeast corner of said entire tract and running thence N.87°29'48"W. 23.09 feet along the southerly line of said entire tract to a point 81.66 feet perpendicularly distant northwesterly from said control line opposite approximate engineer station 4043+05.48; thence N.50°15'19"E. 7.13 feet at a point 80.52 feet radially distant westerly from said control line opposite approximate engineer station 4043+20.35; thence northerly 19.33 feet along the arc of a 41.50-foot radius tangent curve to the left (Note: Chord to said curve bears N.36°54'49"E. 19.15 feet. Central angle equals 26°40'59") at a point 78.50 feet radially distant westerly from said control line opposite approximate engineer station 4043+59.84; thence northerly 37.52 feet along the arc of a 75.50-foot radius compound curve to the left

Continued on Page 2
COMPANY RW-09C (12-01-03)

Exhibit B
Property purchase
documentation



NOTE:

This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does Not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.

0 20 100
Feet

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
117:T	CEDAR CITY CORPORATION	0.690	30,063	NONE	0.690	0.000	NONE

EXHIBIT NO. EX-117	PARTIAL SUMMARY NO. 05P	PROPERTY OWNER:	CEDAR CITY CORPORATION
PROJECT	I-15; SOUTH CEDAR INTERCHANGE & WIDENING	PROPERTY ADDRESS:	APPROX MP 56.86 I-15
PROJECT NUMBER	F-I15-2(94)56 PIN 21678	UTAH DEPARTMENT OF TRANSPORTATION REGION 4 - CIVIL SCIENCE	

DGN File: IP_PWP:\06182332\21678_F-I15-2(94)56_117_EXHIBIT_AERIAL.dgn

10-APR-2008

Van Drimmelen & Associates, Inc.
REAL ESTATE APPRAISERS & CONSULTANTS

APPRAISAL OF
A Total Fee Acquisition

OF PROPERTY OWNED BY
Cedar City Corporation
Contact: Paul Bittmen (Ph: 435-233-0056 / Email: paulb@cedarcityut.gov)

LOCATED AT
±MP 56.86 I-15,
Cedar City, Utah 84720

PROJECT IDENTIFICATION
Project No. F-I15-2(94)56
PIN No. 21678 / Project Parcel No. I15-2:117

PREPARED FOR
UTAH DEPARTMENT OF TRANSPORTATION
ATTN: Cali Bastow, MBA, SR/WA
Utah Department of Transportation
Right of Way Lead Agent
c/o Kimley-Horn and Associates

PREPARED BY
Eric Van Drimmelen, MAI
Certified General Appraiser
File No. 768ev526

EFFECTIVE DATE OF VALUATION
May 14, 2026

DATE OF THE REPORT
June 25, 2026

Van Drimmelen & Associates, Inc.
REAL ESTATE APPRAISERS & CONSULTANTS

June 25, 2026

Project No. F-I15-2(94)56
Pin No. 21678 / Parcel No. I15-2:117

Cali Bastow, MBA, SR/WA
Utah Department of Transportation
Right of Way Lead Agent
c/o Kimley-Horn and Associates
1850 Ashton Boulevard, Ste. 150
Lehi, Utah 84048

Re: An appraisal report of a total fee acquisition within property located at ±MP 56.86 I-15, Cedar City, Utah. Project No.: F-I15-2(94)56; Project Pin No.: 21678; Parcel No.: I15-2:117. Appraisal Report File #768ev526.

Dear Ms. Bastow:

At the request of Kimley-Horn, on behalf of the Utah Department of Transportation (UDOT), I have prepared the attached appraisal report on the above referenced property. The purpose of the appraisal is to provide an opinion of market value, as of the specified date of valuation, for the proposed acquisition of the property rights specified. The total fee acquisition, described herein, is to be acquired by UDOT incident to the widening of Cross Hollow Road, South Main Street, Royal Hunte Drive, Providence Center Drive, Interstate Drive and Cedar Boulevard (Old Highway 91), known as Project No. F-I15-2(94)56.

As demonstrated within the attached appraisal report, I am of the opinion that the ***Market Value – As Is*** of the fee simple interest (as defined in the attached Report and subject to the definitions, certifications, assumptions, and limiting conditions set forth), of the total fee acquisition, as of May 14, 2026, is:

SEVEN HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED DOLLARS ($721,600)

The subject Larger Parcel comprises Iron County Parcel Number B-1459-0001-0000. The property is owned by Cedar City Corporation. The subject property is currently vacant. The property has no improved access, but does include an access easement from the south to Providence Center Drive.

P.O. Box 711089, Salt Lake City, Utah 84171 ▫ 801-483-3000 ▫ www.ValueUtah.com

Fee Acquisition

The fee acquisition is identified as Project Parcel No. I15-2:117:T and comprises the entire parcel. According to the legal description provided, a copy of which is attached in the addenda, the total land area of the acquisition is 30,063 square feet, or 0.690 acre.

Property Owner Representative:

The property is owned by Cedar City Corporation. The property owner representative is Paul Bittmen (Ph: 435-233-0056 / Email: paulb@cedarcityut.gov), City Manager. Mr. Bittmen was contacted via telephone regarding the proposed project. He also was provided copies of the right-of-way instruments through email. Mr. Bittmen did not feel it necessary to meet at the property and gave me permission to inspect the property.

Other:

Definitions of market value and the fee simple estate are included in the attached document. An appraisal is performed in accordance with Standards Rule 1 as defined by the Uniform Standards of Professional Practice (USPAP). The attached report is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of USPAP.

This appraisal report conforms with and is subject to the Uniform Standards of Professional appraisal Practice (USPAP) of the Appraisal Foundation, the Uniform Act, C.F.R. 24.103, the Utah Relocation Assistance Act, Utah Code Section 57-12, Utah State Code Title 78B, the Code of Professional Ethics, UDOT appraisal requirements/scope of work agreement, applicable Uniform Appraisal Standards for Federal Land Acquisitions and FTA Circular 5010.1E.

This report has been prepared for your use. As is customary in assignments of this nature, neither my name, my company name, nor the material submitted may be included in any prospectus, in newspaper publicity, or as part of any printed material; or used in offerings or representations with the sale of securities or participation interests to the public. No parts of this written report, including my name/company name or any value conclusions and/or explanations may be disseminated online or in other medium intended for general public consumption without prior written permission. The use of this appraisal report, by the client or by a third party, will mean acceptance of all assumptions and limiting conditions contained in the Letter of Transmittal, Preface, and attached report. The appraiser is not responsible for unauthorized use of this report.

The value given is subject to the general assumptions and limiting conditions, and specific extraordinary assumptions stated below and/or in the attached report and outlined in the addendum. It is important that the reader of this report review and understand all general and specific assumptions and limiting conditions.

Extraordinary Assumptions

Referencing the Uniform Standards of Professional Appraisal Practice, an *extraordinary assumption* is "an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions." Reliance on the extraordinary assumptions could have impacted assignment results. The following extraordinary assumptions have been relied upon in the valuation analysis herein:

1. An extraordinary assumption is made that the information received from the client, county, and city that was relied upon to formulate an opinion of value is correct and reliable.

2. The legal description includes a 60 foot wide right of way access easement from the south and appears adequate to provide future access to the subject for development if needed. An extraordinary assumption is made that the easement provides the potential for vehicular access and the subject is not landlocked.

Hypothetical Condition

Referencing the Uniform Standards of Professional Appraisal Practice, a *hypothetical condition* is "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis." The following hypothetical condition has been relied upon in the valuation analysis herein:

1. According to the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (P.L. 91-646) 42.11(c)(1), under eminent domain appraisal, "the appraiser shall disregard any decrease or increase in the fair market value of real property, prior to the date of valuation, caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project other than that due to physical deterioration within the reasonable control of the owner." As project influence is to be disregarded in the before condition, a hypothetical condition is made that there is no proposed project in the before condition.

This letter must remain attached to the report in order for the value opinion set forth to be considered valid. The effective date of value is May 14, 2026. The date of the report is June 25, 2026.

Your attention is invited to the attached appraisal report, which outlines the data collected and the methods used to formulate an opinion of the market value of the subject property and the total fee acquisition.

Respectfully submitted,

Eric Van Drimmelen, MAI
Utah State Certified General Appraiser
Certificate #5463327-CG00, Expires 5-31-28

Enc.

UDOT ePM Summary

UTAH DEPARTMENT OF TRANSPORTATION - I-15; SOUTH CEDAR INTERCHANGE & WIDENING

Project No.: f-i15-2(94)56; Pin No.: 21678

Land Acquisitions	Parcel #	Owner(s)	Fee Acquisition (SF)	Easement (SF)	$/Unit	Factor	Factor	Sub-Total	TOTAL($)
	117:T	Cedar City Corporation	30,063		$24.00	1.00	1.00	$721,512	
									$721,512
Site Improvements Acquired	Parcel #	Improvements Acquired	Quantity	Unit	Unit Price	Deprec.	Adj. $/Unit	Totals	TOTAL($)
									$0
Cost To Cure	Parcel #	Cost-to-Cure	Quantity	Unit	Unit Price	Factor	Adj. $/Unit	Totals	TOTAL($)
									$0
Construction Items	Parcel #	Construction Items (Not Included for Compensation)	Quantity	Unit	Unit Price	Factor	Adj. $/Unit	Totals	TOTAL($)
									$0
Damages	Parcel #	Damages						Totals	TOTAL($)
									$0
Special Benefits	Parcel #	Special Benefits			Unit Price	Factor	Factor	Totals	TOTAL($)
									$0
Total Award		Total Award							
		Total							$721,512
		Total, Rounded Off/Up +	$88						**$721,600**

Utah Department of Transportation
Right of Way Division
Statement of Just Compensation

Project No: F-I15-2(94)56 Parcel No.(s): 117:T

Pin No: 21678 Job/Proj No: 56491 Project Location: I-15; South Cedar Interchange & Widening
County of Property: IRON Tax ID / Sidwell No: B-1459-0001-0004
Property Address: Approximate MP 56.86 I-15, CEDAR CITY, UT 84720
Owner's Address: PO Box 249, Cedar City, UT 84720
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Cedar City Corporation
Grantee: Utah Department of Transportation (UDOT)/The Department

The following information is the basis for the amount estimated by Utah Department of Transportation to be just compensation.

Parcel No.	Type of Interest Acquired	Size	Units	Price Per Unit	Property %	Use	County
117:T	Land	30063	SQFT	$24	100	Commercial	IRON

VALUE OF THE TAKING									
							Factor		Value
117:T	------>	30063	SQFT	$24	100	x	1	=	$721,512.00
OTHER COSTS									
117:T	Rounding								$88.00
						NET AMOUNT:			**$721,600.00**

Utah Department of Transportation declares that this offer is the amount that has been established by UDOT as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

DATE: 7/30/2026

Tammy Evans

Tammy E Evans (Consultant) / Acquisition Agent

OFFER TO PURCHASE RIGHT OF WAY

Pin: 21678 **Project No**: F-I15-2(94)56
Owner Name: Cedar City Corporation
Property Address: Approximate MP 56.86 I-15, CEDAR CITY, UT 84720
Parcel No: 117:T
Authority No: 56491 **Tax Id**: B-1459-0001-0004
Project Location: I-15; South Cedar Interchange & Widening

The Utah Department of Transportation hereby makes you an offer of $721,600.00 as Just Compensation for your property and/or easement(s) on your property.

This is the approved value for the parcel of land described in the Project shown above.

Utah Department of Transportation declares that this offer has been established by the Department as Just Compensation and is in accordance with applicable State laws and requirements. Just Compensation is defined as the fair market value of the property acquired. This amount is based on the land, improvements, and any fixtures considered to be real property.

The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, and other related transportation uses.
This letter is not a contract to purchase your property. It is merely an offer to purchase the property and/or purchase easement(s) on your property for $721,600.00. Along with this Offer attached are the Statement of Just Compensation and the Agency's Brochure. Your signature is for the purpose of verifying that you have actually received these items. Signing this document does not prejudice your right to have the final amount determined through Condemnation proceedings in the event you do not accept this Offer. Information regarding your rights is explained in the agency's brochure.

Information about the acquiring process and procedures is included in the Agency's Brochure, which has been given to you. Other information regarding your rights as a property owner was also given to you with this offer. If you have questions regarding this offer or information given to you, please contact me, Tammy E Evans (Consultant). I can be reached at 385-429-6652.

Receipt: Please sign below to indicate you have received the following documents:
- Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
- Offer to Purchase & Offer Letter
- Statement of Just Compensation
- Right of Way Contract
- Deed(s) and/or Easement(s)
- Map and legal description

Date: _____ *By:* _____
Signature of Grantor/Owner

Date: _____ *By:* _____
Signature of Grantor/Owner

Date: 7/30/2026 *By:* Tammy Evans
Tammy E Evans (Consultant) / Acquisition Agent

Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: F-I15-2(94)56 Parcel No.(s): 117:T

Pin No: 21678 Job/Proj No: 56491 Project Location: I-15; South Cedar Interchange & Widening
County of Property: IRON Tax ID(s) / Sidwell No: B-1459-0001-0004
Property Address: Approximate MP 56.86 I-15, CEDAR CITY, UT 84720
Owner's Address: PO Box 249, Cedar City, UT 84720
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Cedar City Corporation

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Cedar City Corporation ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,[1] and UDOT and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 117:T, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts $721,600 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and UDOT have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or UDOT under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

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1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: F-I15-2(94)56 Parcel No.(s): 117:T

Pin No: 21678 Job/Proj No: 56491 Project Location: I-15; South Cedar Interchange & Widening
County of Property: IRON Tax ID(s) / Sidwell No: B-1459-0001-0004
Property Address: Approximate MP 56.86 I-15, CEDAR CITY, UT 84720
Owner's Address: PO Box 249, Cedar City, UT 84720
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Cedar City Corporation

4.2 Fees/Costs.
(a) Escrow Fees. UDOT agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If UDOT elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold UDOT harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to UDOT in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: F-I15-2(94)56 Parcel No.(s): 117:T

Pin No: 21678 Job/Proj No: 56491 Project Location: I-15; South Cedar Interchange & Widening
County of Property: IRON Tax ID(s) / Sidwell No: B-1459-0001-0004
Property Address: Approximate MP 56.86 I-15, CEDAR CITY, UT 84720
Owner's Address: PO Box 249, Cedar City, UT 84720
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Cedar City Corporation

SIGNATURE PAGE TO
UTAH DEPARTMENT OF TRANSPORTATION
REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Tammy Evans, through Kimley-Horn & Associates, Inc., is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

_____ _____

100% Print Name: Cedar City Corporation Date

UTAH DEPARTMENT OF TRANSPORTATION

_____ _____

Ross Crowe Date
UDOT Director of Right of Way

Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: F-I15-2(94)56 Parcel No.(s): 117:T

Pin No: 21678 Job/Proj No: 56491 Project Location: I-15; South Cedar Interchange & Widening
County of Property: IRON Tax ID(s) / Sidwell No: B-1459-0001-0004
Property Address: Approximate MP 56.86 I-15, CEDAR CITY, UT 84720
Owner's Address: PO Box 249, Cedar City, UT 84720
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Cedar City Corporation

Exhibit A
(Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

WITH A COPY TO:
Cedar City, Recorder
10 North Main Street
Cedar City, Utah 84720

Warranty Deed

(CORPORATION)
Iron County

Tax ID No.	B-1459-0001-0004
Pin No.	21678
Project No.	F-I15-2(94)56
Parcel No.	I15-2:117:T

Cedar City Corporation, a corporation of the State of Utah, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Iron County, State of Utah, to-wit:

A tract of land in fee, being all of an entire tract of property described in a Quit Claim Deed, recorded October 2, 2000 as entry No. 00425972 in Book 725 on Page 883 in the Iron County Recorder's Office, situate in the NW1/4 SW1/4 & SW1/4 SW1/4 of Section 22, Township 36 South, Range 11 West, Salt Lake Base and Meridian, for the widening of existing I-15, known as Project No. F-I15-2(94)56. The boundaries of said entire tract of land are described as follows:

Beginning at a point which is 1142.57 feet measured (1142.70 feet record) N.01°09'20"W. along the west line of said Section 22 and 955.55 feet N.90°00"00"E. from the Southwest corner of said section 22, point being 173.03 feet perpendicularly distant northwesterly from the Interstate 15 South Bound Control Line of said project opposite approximate engineer station 2045+76.57, point also being in the westerly line of said entire tract and running thence N.12°08'19"E. 700.20 feet along said line at a point 294.68 feet perpendicularly distant northwesterly from said control line opposite approximate engineer station 2052+75.50, point also being the northern most corner of said entire tract, point also being in the existing westerly right of way and no access line of I-15; thence along said line the following three (3) courses: (1) thence southerly 48.96 feet along the arc of a 716.00-foot radius non-tangent curve to the left (Note: Chord to said curve bears S.01°04'46"E.

Continued on Page 2
COMPANY RW-01C (12-01-03)

48.95 feet. Central angle equals 03°55'05") at a point 276.24 feet perpendicularly distant westerly from said control line opposite approximate engineer station 2052+29.20, (2) thence S.03°04'25"E. 227.43 feet at a point 181.33 feet perpendicularly distant westerly from said control line opposite approximate engineer station 2050+19.03, (3) thence southerly 35.59 feet along the arc of a 934.00-foot radius tangent curve to the right (Note: Chord to said curve bears S.01°58'55"E. 35.59 feet. Central angle equals 02°11'00") at a point 166.81 feet perpendicularly distant westerly from said control line opposite approximate engineer station 2049+86.12, point also being in the westerly line of said entire tract; thence along said line the following two (2) courses: (1) thence S.21°33'02"W. 326.40 feet at a point 161.78 feet perpendicularly distant northwesterly from said control line opposite approximate engineer station 2046+57.88, (2) thence southwesterly 81.28 feet along the arc of a 246.48-foot radius tangent curve to the right (Note: Chord to said curve bears S.31°00'50"W. 80.91 feet. Central angle equals 18°53'39"), to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

To enable the Utah Department of Transportation to construct and maintain a public highway as [a freeway/an expressway], as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway.

(Note: Rotate above bearings 00°58'55" counterclockwise to equal Highway bearings on the Utah State Plane Coordinate System, NAD83, South Zone).

The above described total track of land contains 30,063 square feet in area or 0.690 acres, more or less.

Continued on Page 3

Pin No. 21678
Project No. F-I15-2(94)56
Parcel No. I15-2:117:T

STATE OF)
) ss.
COUNTY OF)

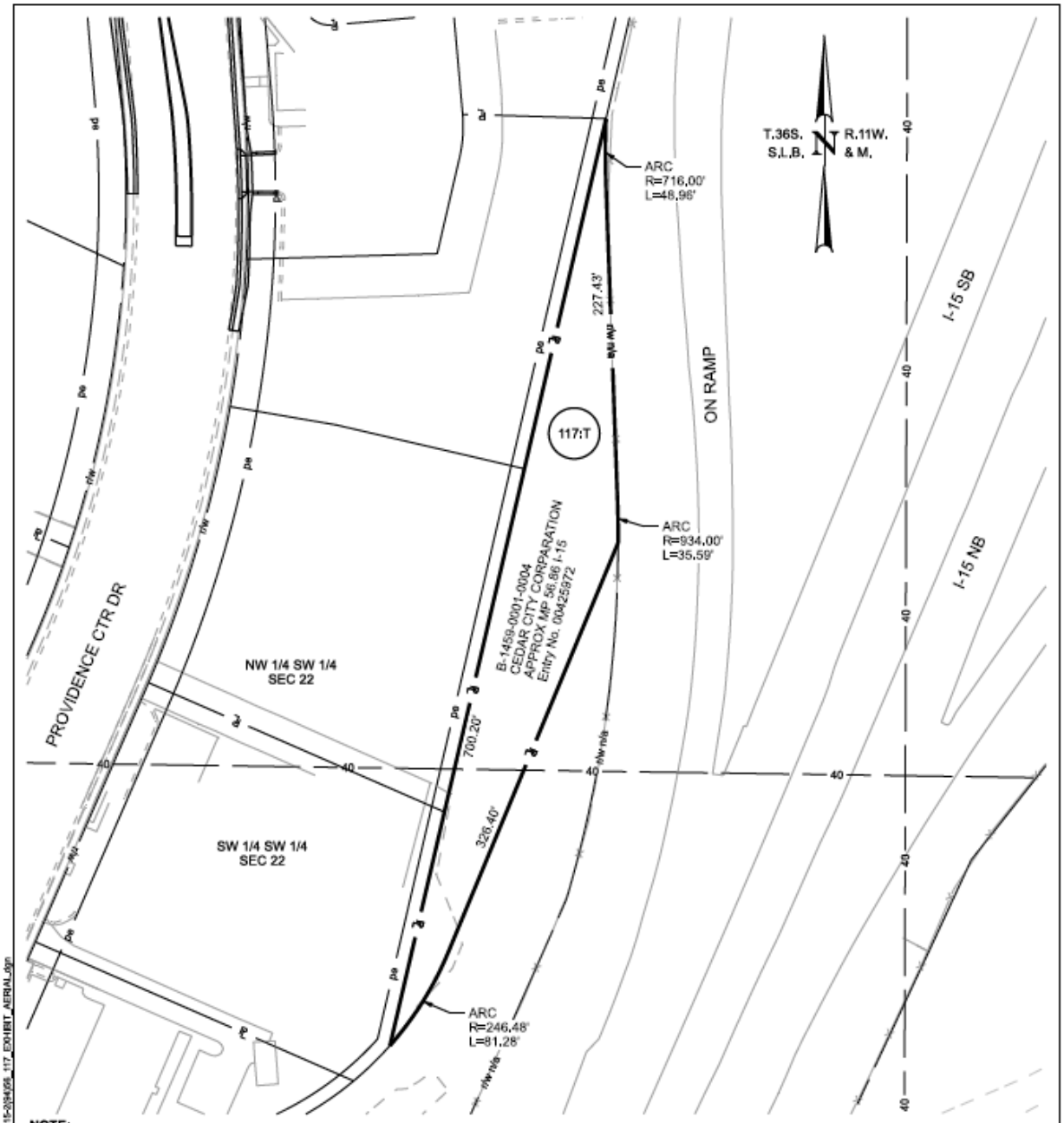
Cedar City Corporation

_____
Signature

_____
Print Name and Title

On this _____ day of _____, in the year 20__, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Cedar City Corporation and that said document was signed by him/her on behalf of said Cedar City Corporation by Authority of its _____.

_____
Notary Public



NOTE:

This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does Not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.

0 20 100
Feet

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
117:T	CEDAR CITY CORPORATION	0.690	30,063	NONE	0.690	0.000	NONE

EXHIBIT NO. EX-117	PARTIAL SUMMARY NO. 05P	PROPERTY OWNER:	CEDAR CITY CORPORATION
PROJECT	I-15; SOUTH CEDAR	PROPERTY ADDRESS:	APPROX MP 56.86 I-15
	INTERCHANGE & WIDENING	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-I15-2(94)56 PIN 21678	REGION 4 - CIVIL SCIENCE	

DGN File: IP_PWP-20016023/21678_F-I15-2(94)56_117_EXHIBIT_AERIAL.dgn

%APR-2026

CEDAR CITY COUNCIL
AGENDA ITEMS - #09
DECISION PAPER

TO: Mayor and City Council

FROM: City Manager

DATE: August 14, 2026

SUBJECT: Infrastructure reimbursement agreement with Cedar City, Iron County, and BZI

BZI innovation park has installed a 30" master planned sewer line that cost them $1,772,689.59. There are upsizing costs owed to BZI in the amount of $1,279,153.15. Cedar City and Iron County staff have been working on an agreeable split of the upsizing costs because the 30 inch line will accommodate future sewer flow from both Cedar City development and Iron County development. Earlier this year the County Commission adopted a split of 37.7% of the upsizing costs to Iron County and 62.3% of the upsizing costs to Cedar City. Using the above percentages the cost to Cedar City is $796,912.41 and the Cost to Iron County is $482,240.74.

Attached is an agreement between Cedar City, Iron County, and BZI. It memorializes the cost for the upsizing, the split between the governmental entities, and that the City's costs will be paid over five (5) years in equal payments upon receipt of an invoice from BZI.

If you have any questions, please ask. Please consider approval of the attached agreement. Thank you.

REIMBURSEMENT
AGREEMENT for 30-INCH COLLECTION MAIN SEWER LINE

THIS REIMBURSEMENT AGREEMENT (this "Agreement") is made and entered into as of August _____, 2026 (the Effective Date"), by and between BZI Innovation Park, LLC, a Utah limited liability company, for itself and for its successors and assigns ("Developer"), Iron County, a political subdivision of the State of Utah ("County") and Cedar City, a municipal corporation of the State of Utah (the "City"). Developer, County, and City may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Developer is proposing to install new sewer infrastructure for its approximately 825 acre development project located at 1356 N Iron Springs Road, Cedar City, UT 84721 (the "Project") at the size required by City and County codes and standards.

WHEREAS, The City and County seek to have the sewer infrastructure within the Project upsized to accommodate additional off-site uses and both the City and County at large.

WHEREAS, The City and County have determined that it is necessary and in the best interest of the public health, public safety, and general welfare of the City and County that they reimburse Developer for the cost of upsizing the sewer infrastructure;

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. **Sanitary Sewer Line.** Developer is proposing to install sewer system infrastructure through its project at the size required by City and County codes and standards. The City and County seek to have the sewer system infrastructure within the development upsized to accommodate additional off-site uses and the City and County at large. Each upsized pipe and additional sewer system infrastructure is a system improvement. The estimated costs of the sewer system infrastructure are set forth, and agreed to as shown, in the attached **Exhibit A**.

2. **System Improvements Reimbursement.** The upsizing of sewer system infrastructure described above and in **Exhibit A** are each a System Improvement and collectively the "System Improvements." The City and County agree to reimburse Developer for the System Improvements in an amount equal to the agreed upon costs of the System Improvements (the "Reimbursement Amount").

3. **City and County's Respective Share of the Reimbursement Amount**. City and County have reviewed and analyzed the benefit that the System Improvements shall have on their respective communities and agreed to split the Reimbursement Amount according to the following percentages:

Text Predictions: On Accessibility: Good to go

Cedar City to pay 62.3% or $ $729,153.15
County to pay 37.7% $482,240.74

4. **Payment of the Reimbursement Amount.** City and County shall pay their respective share of the Reimbursement Amount as follows:

    a. Cedar City shall pay its share of the Reimbursement Amount upon completion and approval of the System Improvements and Developer providing Cedar City the actual final cost of the System Improvements. Cedar City's payment shall be made in five (5) equal payments of one hundred fifty-nine thousand three hundred and eighty-two dollars and forty-eight cents ($159,382.48) over a five-year period. Payments shall be made to BZI when City receives an annual invoice from BZI. The timing of the invoice shall be approximately the same as the anniversary date of the signing of this agreement.

    b. The County shall pay its share of the Reimbursement Amount upon completion and approval of the System Improvements and Developer providing County the actual final cost of the System Improvements. The County's payment shall be made as follows:

        i. $_____ via check made out to Developer within 30 days of completion and approval of the System Improvements and Developer providing County the actual final cost of the System Improvements.

        ii. County's remaining portion of the Reimbursement Amount shall be paid using impact. These payments will be made on an annual basis after an annual review and reconciliations of the outstanding Reimbursement Amount due to Developer. Annual payments shall be made within 30 days of the annual reconciliation meeting.

        iii. If County has not paid in full its share of the Reimbursement Amount within 5 years of the Effective Date, such unpaid balance shall become immediately due and payable in full by the County.

        iv. Developer acknowledges receipt of five hundred fifteen thousand dollars and no cents ($515,000.00) from Iron County dated 6/18/2025 which will serve as a deposit amount to be credited against Iron County's share of the Reimbursement Amount.

5. **Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, written or oral, regarding the subject matter hereof.

7. **Modification.** This Agreement may only be modified or altered by a writing signed by both parties.

8. **Attorney Fees.** In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

9. **Execution.** This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.

10. **Severability.** The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or unenforceability of the remaining provisions hereof.

11. **Third-Party Beneficiary Interests.** Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and/or their respective successors and assigns; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement and/or their respective successors and assigns.

12. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

CITY:	COUNTY:
CEDAR CITY, By: _____ Name: Steven Nelson Its: Mayor Seal: Attest: _____	IRON COUNTY, a political subdivision of the State of Utah By: _____ Name: _____ Its: _____ Approved as to form and legality: County Attorney By: County Recorder

Amber Ray Cedar City Recorder	By:

DEVELOPER:

BZI INNOVATION PARK, LLC,
a Utah limited liability company

By BZI Group, Inc.,
a Delaware corporation,
its manager

By: _____
Name: _____
Its: _____

EXHIBIT A

System Improvements

CEDAR CITY COUNCIL

AGENDA ITEM – #10

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: August 19, 2026
SUBJECT: GSA Lease LUT00275 – Approve Lease Amendment No. DFC26

DISCUSSION:

Approve GSA Lease Amendment No. DFC26:

The General Services Administration (GSA) has submitted Lease Amendment No. DFC26 to the airport's existing federal lease (LUT00275). This amendment incorporates FAR 52.222-90 – Addressing DEI Discrimination by Federal Contractors (APR 2026), a standard federal clause now required in all GSA lease agreements. It does not alter the lease term, rental rate, or any other financial terms of the existing lease.

Airport staff is seeking Council authorization to execute the amendment on behalf of Cedar City Corp. The complete amendment is attached for reference.

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	Lease Amendment No. **DFC26** TO LEASE NO. **LUT00275**
ADDRESS OF PREMISES **CEDAR CITY REGIONAL AIRPORT** **2560 Aviation Way, Cedar City Regio** **Cedar City, UT 84720**	PDN Number: **N/A**

THIS AMENDMENT is made and entered into between
CEDAR CITY CORP

whose address is: **10 N Main St**
Cedar City, UT 84720

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to include the DEI Discrimination by Federal Contractors clause.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution, as follows:

In Process

The following FAR clause is hereby incorporated into this Lease:

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

_____

Name: _____

Title: _____

Entity: _____

Date: _____

FOR THE GOVERNMENT:

_____

Name: Michael Stump

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: _____

Docusign Envelope ID: 5D458036-61A6-86FD-8244-9D201AD2BAEE

FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026)

(a) *Definitions*. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

In Process

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

INITIALS: _____ & _____
LESSOR GOV'T

Certificate Of Completion

Envelope Id: 5D458036-61A6-86FD-8244-9D201AD2BAEE
Status: Sent
Subject: Please DocuSign: GSA Lease LUT00275
Source Envelope:
Document Pages: 2
Signatures: 0
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
GSA Leasing
1800 F St. NW
Washington, DC 20006
leasing@gsa.gov
IP Address: 173.69.139.51

Record Tracking

Status: Original
6/12/2026 1:51:02 PM
Security Appliance Status: Connected

Holder: GSA Leasing
leasing@gsa.gov
Pool: FedRamp

Location: DocuSign

Signer Events	Signature	Timestamp
CEDAR CITY CORP crhean@cedarcityut.gov Treasurer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/18/2026 10:41:54 PM ID: 65b23f54-f613-4829-b12c-fdfe708a8f32		Sent: 6/12/2026 1:51:04 PM Viewed: 6/18/2026 10:41:54 PM
Michael Stump michael.stump@gsa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/13/2024 8:34:41 PM ID: 3065bd73-5e2b-414c-a44d-937415754652		

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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
G-REX g-rex.file@gsa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
PBSLESSORCOMMS pbslessorcomms@gsa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/12/2026 1:51:04 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, PBS Leasing (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

For Process

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact PBS Leasing:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: craig.saunders@gsa.gov

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To advise PBS Leasing of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at craig.saunders@gsa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from PBS Leasing

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to craig.saunders@gsa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with PBS Leasing

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to craig.saunders@gsa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

In Process

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify PBS Leasing as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by PBS Leasing during the course of your relationship with PBS Leasing.