



HURRICANE CITY UTAH

Mayor

Clark Fawcett

City Manager

Kaden DeMille

City Council

Joseph Prete

Dave Imlay

Lynn Excell

Amy Werrett

Merlin Spendlove

Hurricane City Council Meeting Agenda

September 17, 2026

5:00 PM

City Council Chambers 147 N 870 W, Hurricane

Notice is hereby given that the City Council will hold a Regular Meeting in the City Council Chambers 147 N 870 W, Hurricane, UT. [Meeting Link on Webex](#) Meeting number: 2630 456 5376 Meeting password: HCcouncil Join from a video or application Dial 26304565376@cityofhurricane.webex.com. You can also dial 173.243.2.68 and enter your meeting number. Join by phone +1-415-655-0001 US Toll Access code:26304565376. A silent roll call will be taken, followed by the Pledge of Allegiance and prayer by invitation. **THOSE WISHING TO SPEAK DURING PUBLIC FORUM MUST SIGN IN WITH THE RECORDER BY 6:00 P.M.**

5:00 p.m. Pre-meeting

6:00 p.m. - Call to Order

Prayer

Pledge of Allegiance

Swearing in of Officer Seth Rodgers and Animal Control Officer Braylee Edmunds

Declaration of any conflicts of interest

Minutes of the Regular City Council Meeting for September 3, 2026

Public Forum – Comments from Public

Please Note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda, public comments will be limited to 3 minutes per person per item. A spokesperson representing a group to summarize their concerns will be allowed 5 minutes to speak. Repetitious commentary will not be allowed. If you need additional time, please request agenda time with Cindy Beteag in writing before 12:00 p.m. the Tuesday one week before the Council meeting.

OLD BUSINESS

1. Consideration and possible approval of **awarding the bid for the next phase of the irrigation expansion project**– Kory Wright

NEW BUSINESS

1. Consideration and possible approval to **award the Sky Mountain Golf Course Clubhouse Remodel** and Expansion bid – Cam Hamill
2. Consideration and possible approval of a **new lease agreement with Intermountain Golf Cars** – Cam Hamill

3. Consideration and possible approval of a **Domestic Violence Awareness Proclamation** – DOVE Center
4. Consideration and possible approval of a **hangar lease agreement** for hangar 13S – Dave Houston
5. Consideration and possible approval of **updates to the Pole Attachment Agreement** – Alex Farnsworth
6. Mayor, Council, and staff reports
7. Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

Adjournment

The undersigned City Recorder does hereby certify that the agenda was posted to the city website, posted to the state public notice website, and at the following locations: the City office, the post office, and the library on September 16, 2026. Cindy Beteag, City Recorder

REASONABLE ACCOMMODATION: Hurricane City will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs, please contact the City Recorder, 435-635-2811 x 106, at least 24 hours in advance if you have special needs.

Agenda Summary for Hurricane City Council September 17, 2026

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

Swearing in of Officer Seth Rodgers and Animal Control Officer Braylee Edmunds

Minutes of the Regular City Council Meeting for September 3, 2026.

Old Business

1. Hurricane City Secondary Water Efficiency Project – Bid Award for Final Phase – Council Questions

Dear Council,

At the previous City Council Meeting, several questions were raised about the secondary water system.

First, regarding rates, the current rate in the existing system is \$12 per month. However, to adequately cover maintenance and repairs and bond payment obligations, staff recommend a uniform rate of \$19.37 for the entire system, old and new.

Second, on the questions of connections, we recommend encouraging property owners to connect to the new system, but not requiring it. Property owners will have the option to hook up during construction and up to one year after construction ends without a connection fee. After that period, however, a connection fee would apply. Currently, any property owners that have access to the City's secondary water are charged a higher rate for culinary water. This same rate structure will apply in the area with the new pressurized irrigation system, meaning that the property owners that have access to the new system will be on the higher culinary water rate regardless of whether they utilize the new secondary system.

Staff recommends approval of this approach to balance cost recovery with flexibility for residents.

Thanks,

Kory Wright

Water Superintendent

New Business

1. The bid opening for the Sky Mountain Golf Course Clubhouse Remodel and Expansion was held on September 10, 2026. Fifteen bids were received from qualified contractors. Findings: The engineering firm's evaluation and was to go with the low bidder, Bonneville Builders. Bonneville Builders' bid came in at \$2,621,036. Followed by Watts Construction at \$2,656,848 and the Tushar Contracting at \$2,697,139. Recommendation: Approve the award of the Sky Mountain Golf Course Clubhouse Remodel and Expansion bid to Bonneville Builders. – Cam Hamill
2. Potentially obtaining a new fleet of golf carts at Sky Mountain Golf Course. Increased costs associated with new lease. Pros and cons, etc.

Findings: Budget for cart lease will need to be increased from \$125,000 \$160,434. Most warranties on the current cart fleet have expired, the only components remaining under warranty are the lithium batteries. The golf course has been so busy carts have exceeded expected mileage. Many are cosmetically damaged and cart breakdowns are rapidly increasing. Customer complaints about the condition of golf carts have also increased. New fleet will be covered by extensive four-year warranty. Savings on repairs and maintenance will be substantial. Customer experience will be enhanced. Golf course daily operations will run more smoothly with new fleet. Especially during high traffic and tournament days.

Recommendation: Recommend starting new cart lease with Intermountain Golf Cars and obtain new fleet as soon as possible. – Cam Hamill

3. Each year, The Dove Center invites all municipalities in Washington County to join in proclaiming October as Domestic Violence Awareness Month. This proclamation highlights important statistics on domestic violence and emphasizes the need for community action to break the silence and work toward ending domestic violence in our area. - Cindy Beteag
4. Dave Houston's lease for Hangar 13S is expiring, and Mr. Houston has requested to enter into a new lease agreement. City Attorney Dayton Hall prepared the proposed lease agreement using the City's approved lease template. The Airport Board considered the request at its September 15, 2026, meeting and unanimously recommended approval of the proposed lease agreement. Staff recommends that the City Council approve the proposed lease agreement with Dave Houston for Hangar 13S. – Cindy Beteag
5. This will be a complete overhaul of the pole attachment agreement. Hurricane City currently has an agreement that has been included with the packet. The new document contains the agreement and several appendices. The agreement will be similar to St. George and Washington City and has been reviewed by Dayton Hall. This agreement will last for 5 years and will automatically renew twice. Once at the end of the first five years and a second time after 10 years. Section 3.11 was also added to allow the fees and charges to be updated by resolution of the Hurricane City Council to allow the City to adjust costs as needed throughout the duration of the contract. The first appendix is the Pole Attachment Fees and Penalties. This document contains a breakdown of all the associated fees and penalties both annual and recurring. Currently the Licensees are being charged \$10.00 per pole attachment. This will be increased to \$20.00 per attachment annually. This will make us comparable to neighboring cities. Additional fees that will be included is a \$50.00 annual fee for wire storage on Poles. A non-recurring fee of \$225.00 for permit application fee of (1-20) poles and riser fee of \$50.00. There will also be penalties for unauthorized attachments and failure to transfer, abandon, or remove facilities. Appendix B outlines the Pole Attachment Permit Application Process. Currently there is not a documented process. This agreement will require a review process of the

submitted application and that all necessary fees are paid before any communication infrastructure can be installed.

Appendix C is the Application for Pole Attachment Permit. This will require the Licensee to give a description of the work they are requesting and additional information such as number of new pole attachments, if they are removing or replacing equipment, if guying is required, etc.

Appendix D is the Specifications for Licensee's Attachments to City Poles. This outlines how they will be required to attach to the City's power poles. Hurricane City does not currently have an attachment standard. This will all be new and will allow the power department to ensure that telecommunications infrastructure is installed properly.

Appendix E is the Distribution Line Minimum Design Review Information and Worksheet. This outlines the minimum conditions to calculate pole strength and has a worksheet for the Licensee to fill out any design information. The City may direct that certain attachments do not require the submission of the Design Review Information.

Appendix F is a Field Drawing and Data Summary Sheet Instructions sheet.

Appendix G is the Annual Reporting Form for Attachments. This document will be required to be filled out by February 1st of each year. It will detail any additional attachments, risers, etc. or any removals. This will be compared to the last years total and all attachment applications to ensure that an accurate count is being recorded. This will determine how much each Licensee will be invoiced in March.

Recommendation: The Pole Attachment License Agreement was recommended for approval unanimously by the Power Board on 9/9/2026.

Summary written by Alex Farnsworth, Electrical Engineer

6. Mayor, Council, and staff reports.
7. Tentative Close Meeting upon request.

Minutes of the Hurricane City Council meeting held on September 3, 2026, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 5 p.m.

Members Present: Mayor Clark Fawcett and **Council Members:** Joseph Prete, Dave Imlay, Lynn Excell, Amy Werrett, and Merlin Spendlove.

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Public Works Director Mike Vercimak, Streets Superintendent Hayden Roberts, Water Superintendent Kory Wright, City Planner Gary Cupp, Assistant Planner Fred Resch III, City Engineer Arthur LeBaron, HR Director Sel Lovell, Parks Superintendent Darren Barney, Finance Manager Brendan Angus, and City Recorder Cindy Beteag.

AGENDA

5:00 p.m. Pre-meeting - Discussion of Agenda Items, Department Reports

Darren Barney showed pictures of how Veterans Park will look when it is completed and then showed the concrete that had been poured for the star center. He explained that the monuments will have the names of all the veterans in the valley around the star. They will be starting on the curb and gutter. He followed up on the benches at the pickleball courts and found that only two of them had been installed. He explained that the fill dirt has large rocks, making it difficult to install them. They will continue to work on it. The Parks Department has been busy setting up for Peach Days this week. They are also involved with setting up for the rodeo. He went out to the rodeo arena today and noticed that all the signs for no standing, smoking, or alcohol had been removed, and they don't know who took them. They will work on getting new ones.

Kory Wright reported that as of September 1st, the Stratton, West, and Dixie Springs wells had used 56.1% of their water rights. The Ash Creek and Toquerville Springs had used 56% of their water rights. He stated that last year they purchased 108 million gallons of water from the Water District, but this year they have only purchased 63 million gallons, saving approximately \$85,000 so far this year. He stated that on Monday night, a fire hydrant weld joint blew off and emptied the Sand Hollow Tank before it was found. Over one million gallons of water were lost. Crews are still busy fixing leaks. Councilman Imlay asked if the water tanks got really low during the power outage and if that is something that needs to be addressed during an outage. Mr. Wright stated that the Power Department worked great with them to get the power back on, but the SCADA system had some damage. They worked on it until late as people were still using a lot of water during the outage. Their generator worked, but they need to look at purchasing additional generators for other areas. He stated they will also be looking at a new SCADA system in the next couple of years. Councilman Spendlove asked when they would be filling the irrigation pond. Mr. Wright stated they are scheduled to come calibrate it on the 14th. Due to some scheduling conflicts, they plan to go live the last week of September. They are working on getting the fencing and gates finished before it is filled.

Sel Lovell stated there are two new hires for Police, one of which is a current employee who moved from Animal Shelter Attendant to Animal Control Officer. He stated they held interviews last week for positions in the Recreation Department, but he has not heard anything back yet. The website redesign is coming along, and he is hoping to get the new policy manual notifications out tomorrow. Councilman Spendlove asked about the Flock cameras. Mr. Lovell stated they are license plate readers. Councilman Excell explained that the City has an agreement with the State of Utah regarding the cameras and the system can only be accessed if there is a case and a valid reason to look at it. He asked who is monitoring the system. Mayor Fawcett asked how they know the information is not going somewhere else. Dayton Hall stated there are three automatic license plate readers in Hurricane. He explained that Flock is a brand name and the City does not have Flock cameras in Hurricane. The cameras are Motorola and do not take audio or video; they only photograph license plates. The City received a permit from UDOT to install the three cameras, and State law requires the City to adopt a policy regulating them, which the City has done. The policy requires monthly audits and a legitimate reason to access the system. Mayor Fawcett confirmed the City owns the cameras and controls the information collected. Kaden DeMille added that the cameras do not capture the driver, only the license plate.

Mike Vercimak stated his department is still assessing the flood damage and looking at remedies, policies, and procedures. Mayor Fawcett stated he would like to set up a meeting to go over all the information. He has some people who want to volunteer to help with this in the future. Mr. Lovell asked about the MS4 training and if the Council has had any trouble accessing it. Councilman Excell stated he has had trouble and it will not let him finish it. Mr. Lovell stated they are struggling to get 75% of employees to complete the training, which worries him because next year they have to reach 100%. Mr. Vercimak stated they need to find another way to send it out to everyone because Trailiant does not reach everyone.

Hayden Roberts stated the slurry seal project is wrapping up, with just some touch-ups remaining. His department has also been helping with the setup for Peach Days. They put pedestrian rails along State Street and have also been checking storm drains. Councilman Imlay asked about the drainage issue near Tractor Supply that the Council received a complaint about. Mr. Roberts stated he will have to research it. Councilman Excell stated he has met with the owner and will meet with Mr. Roberts in the morning to discuss it.

Arthur LeBaron stated the Peach Days parade is fully staffed. He stated they have made some major changes to the parade route over the last few years, and it now ends in a different location with hard road closures. There are no major changes this year, but he asked for feedback if they see any concerns. He thanked staff for helping with the event. He also received the notice of award for the grant for the H property. Mayor Fawcett stated he would like to make a plan for improvements as soon as it closes. Mr. LeBaron stated he would like to get lights to the property first. He stated there will be a preconstruction meeting next week for the second access to the Sand Hollow exit. They are also starting the design for the second phase of that project. The 100 S project is advertised and has received a lot of interest. There was a prebid meeting for the clubhouse this week, and it was standing room only.

81 Gary Cupp announced that there will not be a Planning Commission meeting next week as they
82 will be attending a conference. The next meeting will be on the 24th. He mentioned that Lorin
83 Lowe has submitted his General Plan request, but it does not include any zone changes or site
84 plans. He stated staff attended a workshop this week regarding future town centers. When the
85 maps are available, he will send them out. The new City campus and other areas along 600 N.,
86 3000 S., and the Sand Hollow corridor were suggested as future town centers. Mayor Fawcett
87 mentioned he has received concerns from some business owners who are frustrated that flag
88 signs are not allowed. He expects them to come in and talk to the Council.

89 Fred Resch III stated they followed up with the businesses this week regarding the flag signs. He
90 stated they told the businesses that were upset to talk to the Council. He also stated that
91 animal nuisance complaints need to be directed to Animal Control, not Code Enforcement.

92 Dayton Hall stated that regarding the signage at the Equestrian Park, drinking and smoking are
93 prohibited at all City parks by ordinance. Therefore, even if the signs were removed, it is still
94 not allowed. Councilman Imlay suggested putting out message boards to remind people that it
95 is not allowed.

96 Kaden DeMille explained that the City applied for CIB grant funding from the State for the
97 Police Station. The first round indicated there were not enough funds, but after additional
98 funds became available, they applied. He and Mayor Fawcett drove up this morning to attend
99 the meeting where the funds were being awarded. However, they received a phone call when
100 they were four minutes away and were told that the Board had reviewed the agenda and
101 removed some applicants they did not feel fit the criteria. Hurricane City was removed from the
102 agenda and was not considered. Mayor Fawcett explained that the main purpose of the funds is
103 to benefit communities in areas that have significant mineral mining activities. Most of the
104 funds go to those communities, but anyone can apply. The Board stated they wanted to save
105 some of the money for the next round. He was disappointed they removed the City from
106 consideration the day of the meeting instead of reviewing it ahead of time. Mr. DeMille stated
107 this was a funding option, but it was not considered at the beginning, so they will go back to the
108 original plan. There will be a parameters resolution at the second meeting in October for the
109 Council to consider.

110 Cindy Beteag explained that since switching platforms for posting the Council packets, there is
111 no longer a place to post the summary. The Council confirmed they still want the summary
112 emailed to them. Mrs. Beteag reminded the Council to let Millie Anderson know if they want to
113 attend the Utah League conference. Lastly, she let the Council know that she will be out of
114 town the week before the October 1st meeting, so the packet will not be sent until the Monday
115 before the meeting.

116 **6:00 p.m. - Call to Order –**

117 Mayor Fawcett welcomed everyone and called the meeting to order.

118 Prayer: Councilman Prete

119 Pledge: Kaden DeMille

120 Declaration of any conflicts of interest

121 None declared.

122

123 Minutes of the Regular City Council Meeting for August 20, 2026

124 Amy Werrett motioned to approve the August 20, 2026, minutes as written. Seconded by Dave
125 Imlay. Motion carried unanimously.

126 **Public Forum – Comments From Public**

127 Jamie Stevenson stated he built a home on 850 West and has some concerns about the flood
128 last month. As part of an after-action report, he asked the Council to look at the infrastructure
129 that contributed to the flooding. He stated the bridge on 700 West is very old and low, and
130 when debris backed up, it pushed water down 700 West. Secondly, the parcel the City owns in
131 the Pecan Meadows subdivision has a low point that contributed to the water flow. Lastly,
132 there is only one drainage for the neighborhood. He stated no homes along the wash flooded.
133 The issue was Pecan Meadows, where the bridge overflowed and the low parcel owned by the
134 City contributed to the flooding. He stated it flooded from the front of the wash, not the back.
135 He asked the Council to look at and walk the area. A lot of residents showed up on Sunday, and
136 he thanked everyone for helping.

137 **OLD BUSINESS**

- 138 1. Consideration and possible approval of Zone Change Ordinance No. ZC26-11 to rezone
139 a 0.85-acre parcel from Residential Agricultural 0.5 (RA-0.5) to Recreation Resort (RR);
140 and a 0.5-acre parcel from Agricultural 5 (A-5) to Recreation Resort (RR); both parcels
141 are located within the Pecan Valley Resort area; File Nos. ZC26-11 and PSP26-08;
142 Parcel Nos. H-4-2-15-118 and H-4138-F; Chris Wyler, applicant; Brandee Walker, agent

143 Dayton Hall explained that the Council considered this item at the last meeting. The general
144 indication was that they were open to rezoning the property to add it to the resort, on the
145 condition that it could not be developed until the second access is in place. An agreement was
146 provided in the packet, which he has reviewed. Chris Wyler stated he has no concerns with the
147 agreement but asked if it affected the second and fourth phases. Mr. Hall explained that the
148 restrictions for the second access only apply to what is defined as additional property in the
149 draft development agreement.

150 Dave Imlay motioned to approve Zone Change Ordinance No. ZC26-11 to rezone a 0.85-acre
151 parcel from Residential Agricultural 0.5 (RA-0.5) to Recreation Resort (RR); and a 0.5-acre parcel
152 from Agricultural 5 (A-5) to Recreation Resort (RR); both parcels are located within the Pecan
153 Valley Resort area; File Nos. ZC26-11 and PSP26-08; Parcel Nos. H-4-2-15-118 and H-4138-F;
154 subject to the proposed development agreement. Seconded by Merlin Spendlove. Motion
155 carried unanimously by a roll call vote.

- 156 2. Consideration and possible approval of Ordinance 2026-22 Superseding Ordinance
157 2026-19 to amend 8-6-1 regarding the monthly drainage utility fee

Mayor Fawcett stated there are issues that need to be worked through before this can be implemented. Arthur LeBaron agreed that the technical side of implementation will be difficult, but staff can work through it. He stated the Council discussed this at the last meeting and directed staff to put it into a new ordinance that will supersede the previous one. Mayor Fawcett explained that one of the problems is when there are multiple tenants, they will need to be split so they are not double charged. Mr. LeBaron stated there are over 500 properties that will need to be evaluated. Staff will go through each property one by one to set up the tiers and then come up with a plan for ongoing properties. Mayor Fawcett stated they need to be consistent, so they are all treated the same. Councilwoman Werrett clarified that a home-based business would pay the residential fee and that the second year does not start until July 2028. Mr. LeBaron explained that any tier over \$100 per month will receive a four-year implementation plan. Councilman Excell confirmed the proposed letter will go out to all the businesses explaining what will happen.

Amy Werrett motioned to approve Ordinance 2026-22 Superseding Ordinance 2026-19 to amend 8-6-1 regarding the monthly drainage utility fee. Seconded by Lynn Excell. Motion carried unanimously by a roll call vote.

Councilman Imlay commented that this was a very difficult fee to implement. He asked for a ledger to see revenues coming in and expenses going out on a quarterly basis. Mr. DeMille stated that can be provided.

NEW BUSINESS

1. Consideration and possible approval of awarding the bid for the next phase of the irrigation expansion project– Kory Wright

Kory Wright explained they are ready to award the contract to Interstate Rock for the next phase of the irrigation expansion project. He stated this has taken a lot of time and discussion with staff and thanked everyone for their help getting it to this point. He stated it is a good project for the residents and everyone involved has the best interest of the residents in mind. Interstate Rock is the lowest bidder in the amount of \$6,568,824.50. He mentioned they have had this bid on the table for a few months, and Interstate Rock has not raised the price even though costs have increased. Councilman Imlay stated Interstate Rock did an amazing job on the first phase.

Kaden DeMille mentioned he received an email from the engineer last night. They have been trying to determine how this will be funded. He stated that from a financial standpoint, they are not ready to make a recommendation based on the information received. He stated this will be a loss for a number of years until more people can be connected to the system, and they need more time to review the numbers. Councilman Excell stated Phase 1 will be starting soon and asked when citizens will start paying the fee. Mr. Wright explained they need to establish a rate, and once the system is connected to a property, they will start paying it. He stated that people who have irrigation but are not connected to the system pay a higher culinary fee. Councilman Excell stated he understood that when the system is connected, culinary rates

would increase. Mayor Fawcett stated that will need to be coordinated because he wants to give people a good opportunity to connect to the secondary system before they are charged a higher fee. He stated the decision to move forward was made with Phase 1, and now they need to finish the system so there are more people paying for it. He does not think they can go back without making it worse.

Councilman Excell stated Interstate Rock was the low bidder and asked if continuing the item would affect them. Chase Stratton stated they are okay with continuing it to the next meeting. Councilman Excell stated getting the system online should reduce the amount of culinary water used and asked if that would help reduce the amount of water purchased from the District. Mr. Wright explained that water in the valley is pulled from the West Well and Toquerville Springs. The more water they can pull from those sources for homes, the less water they have to pull from the Cottam Well. The water purchased from the District is not from this well, so it would not be affected as much. He stated it would help by taking outside watering off the culinary system. Once the project is completed and people are connected, they will have a better idea of what the revenues will be. Mr. DeMille stated most of the City's cash outlay has already occurred. If they do not complete Phase 2, it will limit what they can do in the future. The discrepancy is in the operations and maintenance costs. He stated he was skeptical of the project at first, but as the cost of water increases, it will be beneficial for residents in the future.

Mayor Fawcett stated that when the first section of irrigation was installed in town, the Council did not make it mandatory for people to connect. However, if you build in those areas now, it is mandatory to connect. There will be no connection fee for residents connecting to the new system. Mr. DeMille asked if connecting should be mandatory. Councilman Werrett asked if that would make a big difference. Mayor Fawcett explained that the more people connected, the more people will pay into the fund. He stated the operational costs are the problem until they get enough people on the system. Councilman Imlay stated he does not like forcing people to connect because it could be very costly for some people. Councilman Spendlove asked if they could have a dual system. Mr. Wright stated they would need a swing check and explained that if the systems become cross-connected, it could create problems. They would need to educate residents on what a swing check is and how it works. Councilman Spendlove asked if it would be a flat rate or based on how much they use. Mayor Fawcett stated it would be a flat rate, but the State could change that in the future since they are the ones who required the water to be metered.

Joseph Prete motioned to continue approval of awarding the bid for the next phase of the irrigation expansion project to the next meeting. Seconded by Lynn Excell. Motion carried unanimously.

2. Mayor, Council, and staff reports

Councilman Excell mentioned the Youth City Council has a fundraiser on the 19th that he will not be able to attend and asked others to attend. He mentioned a letter the Council received about the weeds in the Gateway PID. Mayor Fawcett stated he would like to send a letter to all

subdivisions that are in violation and ask them to get the weeds cleaned up. Councilman Excell stated it is a safety hazard when weeds are over the sidewalks and that there are landscapers in the area who are not taking care of them. He asked Mr. Resch III to get pictures next week and document which subdivisions are in violation, focusing on the PID area. Steve Nation stated the overpass at 3000 S. and SR-7 is difficult to see through the tumbleweeds. Councilman Excell explained that UDOT is responsible for that area. He mentioned seeing a disabled veteran cutting weeds along SR-9 so he could use the sidewalk. He recommended a cleanup project to remove weeds along SR-9 and the sidewalks and stated they need to have conversations with UDOT about addressing the issue. Mayor Fawcett stated the City needs to clean up all City property if they are going to ask others to clean up their property.

Councilwoman Werrett asked for town hall information before the first meeting. Mayor Fawcett stated he will send it out before the first meeting.

Councilman Spendlove stated he went to the Ash Creek facility during the power outage, where they had power and held their monthly meeting. They discussed the budget, an MOU with the Fire District that was tabled, and another MOU with the Water District. They invited anyone interested to come take a tour of their facilities.

Councilman Prete confirmed they are meeting at 8 a.m. for the Peach Days parade. Mayor Fawcett mentioned that there will be awards on Friday and asked the Council to be out and about talking with residents.

Councilman Imlay stated that with the power outage, it was cool to see that what they have been training for over the last 20 years worked. Everyone communicated and worked together well. He explained what caused the power outage and what they did to bring it back online.

3. Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

A closed meeting was not held.

Adjournment: Joseph Prete motioned to adjourn at 7:10 p.m. Seconded by Dave Imlay. Motion carried unanimously.

Mayor
Clark Fawcett

City Manager
Kaden C. DeMille



City Council
Joseph Prete
Dave Imlay
Lynn Excell
Amy Werrett
Merlin Spendlove

Hurricane City Secondary Water Efficiency Project – Bid Award for Final Phase – Council Questions

Dear Council,

At the previous City Council Meeting, several questions were raised about the secondary water system.

First, regarding rates, the current rate in the existing system is \$12 per month. However, to adequately cover maintenance and repairs and bond payment obligations, staff recommend a uniform rate of \$19.37 for the entire system, old and new.

Second, on the questions of connections, we recommend encouraging property owners to connect to the new system, but not requiring it. Property owners will have the option to hook up during construction and up to one year after construction ends without a connection fee. After that period, however, a connection fee would apply. Currently, any property owners that have access to the City's secondary water are charged a higher rate for culinary water. This same rate structure will apply in the area with the new pressurized irrigation system, meaning that the property owners that have access to the new system will be on the higher culinary water rate regardless of whether they utilize the new secondary system.

Staff recommends approval of this approach to balance cost recovery with flexibility for residents.

Thanks,
Kory Wright
Water Superintendent





STAFF COMMENTS

Agenda Date: September 3, 2026

Item: Consideration and possible approval of awarding the bid for the next phase of the irrigation expansion project.

Discussion: Hurricane City has been working to improve and expand its secondary irrigation system through a phased irrigation efficiency project.

Phase 1 of the project included the development of two 3-million-gallon irrigation storage ponds, construction of a booster station, and installation of primary irrigation pipeline system. The Phase 1 system extended from approximately 700 West through 1300 South, continuing along 920 West to 650 South and serving the surrounding subdivisions. This work established the foundation for expanding and improving the City's secondary irrigation system.

Phase 2 will continue the City's Irrigation improvements and extend the system into the remaining areas not served during Phase 1. The proposed work will extend from the wash and the 400 South area southward to approximately 1500 S and will include the remaining streets and areas within the portion of the city requiring secondary irrigation infrastructure.

The purpose of Phase 2 is to continue increasing irrigation availability, improve system efficiency and reliability, and provide additional residents and properties with access to the city's secondary irrigation system. Completing this phase will build upon the infrastructure established during Phase 1 and further advance the city's long-term irrigation efficiency goals.

Following the city's bidding process, Interstate Rock submitted the bid recommended for this project. Staff is requesting that the Hurricane City Council approve the bid award to Interstate Rock for the Hurricane Irrigation Efficiency Project Phase 2, allowing the city to proceed with construction.

Findings:

Recommendation: Staff recommends that the Hurricane City Council approve the bid award to Interstate Rock for Hurricane Irrigation Efficiency Project – Phase 2 and authorize the appropriate City officials to execute the necessary agreements and proceed with the project in accordance with the bid documents and applicable City requirements. – Kory Wright

Secondary Water Rate Comparable

Hurricane City

Connection Size	Rate
1"	\$12.00 Monthly
1 1/2"	\$16.50 Monthly
2"	\$ 23.50 Monthly
4"	\$44.58 Monthly

LaVerkin City

Connection Size	Current Rate	Rate After Current Project Completion
Under ½ Acre	\$12.72	\$23.07
½ to 1 Acre	\$19.08	\$35.95
Over 1 Acre	\$25.45	\$47.94

St. George City

Connection Size and Rates

¾	Base \$ 14.13	\$1.02 7500 Gal	\$1.32 15,000 Gal	\$1.50 22,500	\$1.68 30,000 Gal
1"	Base \$35.33	15,000	30,000	45,000	60,000
1 ½	Base \$56.75	30,000	60,000	90,000	120,000
2"	Base \$100.89	50,000	100,000	150,000	200,000
3"	Base \$227.00	100,000	200,000	300,000	600,000
4'	Base \$403.55	200,000	400,000	600,000	800,000

February 26, 2025

Ken Richins
Superintendent
Hurricane City
147 North 870 West
Hurricane, UT 84737

Subject: Recommendation of Award of Contract to Interstate Rock Products for the Hurricane Irrigation Efficiency – Phase 2 Project

Dear Ken:

Bids for Phase 2 construction of the Hurricane Irrigation Efficiency Project were received by Hurricane City (City) on Tuesday, February 18, 2025. Bowen Collins & Associates (BC&A) completed a review of the bids that were received from eight general contractors. The contract documents specify the Hurricane Irrigation Efficiency – Phase 2 Project to be a ranked-based bid. Therefore, contractors were evaluated based on their statement of qualifications, contract time (schedule), and bid price.

Hurricane City formed an evaluation committee to rank each contractor based on the evaluation criterion established in the contract documents. A summary of the committee's ranking for each contractor is provided below for reference and a detailed breakdown of the bids is attached for information.

Rank	Contractor	Statement of Qualifications (25)	Schedule (25)	Bid (50)	Total (100)	Bid Price
1	Interstate Rock	25	25	48.25	98.25	\$6,568,824.50
2	M&T Enterprises	20	25	50	95	\$6,346,093.50
3	JP Excavating	24	25	43.5	92.5	\$7,171,495.60
4	Feller Enterprises	20	25	46.75	91.75	\$6,758,505.23
5	Landmark Excavation	24	25	39.6	88.6	\$7,667,685.00
6	Whitaker Construction	23	25	39.75	87.75	\$7,647,574.50
7	Phaze Concrete	22	25	35	82	\$8,248,005.05
8	Sunroc	24	25	30.65	79.65	\$8,802,170.10

The bid document specifies that *"All bids shall be checked for mathematical errors by the Engineer. If errors have been made in the extension of the figures, it will be assumed that the unit prices are correct and the total amounts will be revised to reflect the corrections."* Consequently, required adjustments were made to the overall bid prices of Interstate Rock and Phaze Concrete. These adjusted bid prices are listed in the table above and all mathematical corrections are highlighted in the attached bid schedule summary. Interstate Rock Product's overall bid price decreased by \$8,480.

February 26, 2025

Page 2

We have reviewed the proposal documentation, including the schedule and Statement of Qualifications from Interstate Rock Products and found them responsive. A copy of the preliminary schedules submitted by the eight bidders is attached for reference. Subject to review and approval by the City's legal counsel and based on the City's evaluations and other information presented above, we recommend awarding the Hurricane Irrigation Efficiency – Phase 2 Project contract to Interstate Rock Products in the amount of \$6,568,824.50. An agreement should be executed pending receipt of appropriate bonds and insurance documents following Notice of Award.

Please call with any questions or concerns regarding this recommendation. BC&A looks forward to working with the City through the successful completion of this important project.

Sincerely,

Bowen, Collins & Associates

A handwritten signature in black ink, appearing to read "Todd Olsen". The signature is fluid and cursive, with the first name "Todd" and last name "Olsen" clearly distinguishable.

Todd Olsen, P.E.
Project Manager

Cc. Lance Smith – NRCS
Kory Wright – Hurricane City
Arthur LeBaron – Hurricane City

Attachment

BID SCHEDULE SUMMARY

Hurricane Irrigation Efficiency Project - Phase 2

Hurricane City / NRCS

Bids Were Opened On: Tuesday, February 18

Corrected Bid Total to Match Unit Prices



BASE BID				Feller Enterprises		Interstate Rock		JP Excavating		Landmark Excavating		M&T Enterprises		Phaze Concrete		Sunroc		Whitaker	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A-1	Mobilization*	1	Lump Sum	\$300,000.00	\$300,000.00	\$322,000.00	\$322,000.00	\$420,000.00	\$420,000.00	\$460,000.00	\$460,000.00	\$350,000.00	\$350,000.00	\$368,024.53	\$368,024.53	\$527,000.00	\$527,000.00	\$435,000.00	\$435,000.00
A-2	Survey*	1	Lump Sum	\$58,000.00	\$58,000.00	\$22,000.00	\$22,000.00	\$80,000.00	\$80,000.00	\$88,000.00	\$88,000.00	\$81,700.00	\$81,700.00	\$23,485.00	\$23,485.00	\$98,650.00	\$98,650.00	\$58,200.00	\$58,200.00
A-3	Traffic Control*	1	Lump Sum	\$166,275.00	\$166,275.00	\$101,000.00	\$101,000.00	\$80,000.00	\$80,000.00	\$204,126.00	\$204,126.00	\$145,500.00	\$145,500.00	\$60,305.50	\$60,305.50	\$217,000.00	\$217,000.00	\$211,500.00	\$211,500.00
A-4.1	4" C-900 PVC	130	Linear Feet	\$50.72	\$6,593.60	\$59.00	\$7,670.00	\$42.00	\$5,460.00	\$92.00	\$11,960.00	\$51.50	\$6,695.00	\$31.85	\$4,140.50	\$93.70	\$12,181.00	\$77.50	\$10,075.00
A-4.2	6" C-900 PVC*	11,940	Linear Feet	\$52.66	\$628,760.40	\$55.50	\$662,670.00	\$49.00	\$585,060.00	\$75.00	\$895,500.00	\$49.50	\$591,030.00	\$57.64	\$688,221.60	\$65.95	\$787,443.00	\$55.50	\$662,670.00
A-4.3	8" C-900 PVC*	15,340	Linear Feet	\$61.65	\$945,711.00	\$64.50	\$989,430.00	\$53.00	\$813,020.00	\$76.00	\$1,165,840.00	\$56.50	\$866,710.00	\$50.77	\$778,811.80	\$72.90	\$1,118,286.00	\$66.50	\$1,020,110.00
A-4.4	10" C-900 PVC*	4,240	Linear Feet	\$74.21	\$314,650.40	\$75.50	\$320,120.00	\$67.00	\$284,080.00	\$90.00	\$381,600.00	\$65.50	\$277,720.00	\$61.80	\$262,032.00	\$87.35	\$370,364.00	\$73.50	\$311,640.00
A-4.5	12" C-900 PVC*	1,080	Linear Feet	\$85.56	\$92,404.80	\$91.00	\$98,280.00	\$73.00	\$78,840.00	\$106.00	\$114,480.00	\$78.00	\$84,240.00	\$69.06	\$74,584.80	\$102.60	\$110,808.00	\$85.50	\$92,340.00
A-4.6	18" C-900 PVC	1,320	Linear Feet	\$110.00	\$145,200.00	\$140.00	\$184,800.00	\$121.00	\$159,720.00	\$135.00	\$178,200.00	\$115.00	\$151,800.00	\$160.23	\$211,503.60	\$147.70	\$194,964.00	\$110.00	\$145,200.00
A-5.1	6" DIP*	370	Linear Feet	\$85.78	\$31,738.60	\$190.00	\$70,300.00	\$78.00	\$28,860.00	\$153.00	\$56,610.00	\$105.00	\$38,850.00	\$155.00	\$57,350.00	\$105.80	\$39,146.00	\$110.00	\$40,700.00
A-5.2	8" DIP*	360	Linear Feet	\$108.79	\$39,164.40	\$200.00	\$72,000.00	\$92.00	\$33,120.00	\$173.00	\$62,280.00	\$105.00	\$37,800.00	\$124.01	\$44,643.60	\$119.25	\$42,930.00	\$100.00	\$36,000.00
A-6.1	HDPE Pipe (6-inch, 4710, DR 13.5)	130	Linear Feet	\$230.90	\$30,017.00	\$290.00	\$37,700.00	\$99.00	\$12,870.00	\$257.00	\$33,410.00	\$295.00	\$38,350.00	\$70.31	\$9,140.30	\$317.25	\$41,242.50	\$245.00	\$31,850.00
A-6.2	HDPE Pipe (8-inch, 4710, DR 13.5)	200	Linear Feet	\$217.12	\$43,424.00	\$280.00	\$56,000.00	\$120.00	\$24,000.00	\$207.00	\$41,400.00	\$300.00	\$60,000.00	\$79.30	\$15,860.00	\$358.55	\$71,710.00	\$230.00	\$46,000.00
A-7.1	Furnish and Install 4" Gate Valve*	3	Each	\$2,903.02	\$8,709.06	\$2,300.00	\$6,900.00	\$1,900.00	\$5,700.00	\$3,035.00	\$9,105.00	\$2,440.00	\$7,320.00	\$2,513.39	\$7,540.17	\$2,865.00	\$8,595.00	\$2,420.00	\$7,260.00
A-7.2	Furnish and Install 6" Gate Valve*	49	Each	\$2,931.99	\$143,667.51	\$2,650.00	\$129,850.00	\$2,700.00	\$132,300.00	\$3,430.00	\$168,070.00	\$3,040.00	\$148,960.00	\$863.31	\$42,302.19	\$3,245.00	\$159,005.00	\$2,860.00	\$140,140.00
A-7.3	Furnish and Install 8" Gate Valve*	59	Each	\$4,054.38	\$239,208.42	\$3,900.00	\$230,100.00	\$3,300.00	\$194,700.00	\$4,560.00	\$269,040.00	\$4,170.00	\$246,030.00	\$7,038.86	\$415,292.74	\$4,565.00	\$269,335.00	\$4,040.00	\$238,360.00
A-7.4	Furnish and Install 10" Gate Valve*	12	Each	\$6,341.81	\$76,101.72	\$5,150.00	\$61,800.00	\$4,900.00	\$58,800.00	\$6,865.00	\$82,380.00	\$6,600.00	\$79,200.00	\$6,171.51	\$74,058.12	\$7,015.00	\$84,180.00	\$6,430.00	\$77,160.00
A-7.5	Furnish and Install 12" Butterfly Valve*	4	Each	\$3,804.45	\$15,217.80	\$4,250.00	\$17,000.00	\$4,100.00	\$16,400.00	\$8,330.00	\$33,320.00	\$6,670.00	\$26,680.00	\$8,201.83	\$32,807.32	\$7,975.00	\$31,900.00	\$6,990.00	\$27,960.00
A-7.6	Furnish and Install 18" Butterfly Valve	1	Each	\$26,168.25	\$26,168.25	\$9,150.00	\$9,150.00	\$8,500.00	\$8,500.00	\$28,830.00	\$28,830.00	\$29,300.00	\$29,300.00	\$28,189.89	\$28,189.89	\$28,600.00	\$28,600.00	\$27,900.00	\$27,900.00
A-8.1	4" 45 Degree Bend	2	Each	\$582.79	\$1,165.58	\$660.00	\$1,320.00	\$700.00	\$1,400.00	\$690.00	\$1,380.00	\$650.00	\$1,300.00	\$836.00	\$1,672.00	\$906.50	\$1,813.00	\$295.00	\$590.00
A-8.2	6" 11.25 Degree Bend*	6	Each	\$672.17	\$4,033.02	\$740.00	\$4,440.00	\$850.00	\$5,100.00	\$767.00	\$4,602.00	\$745.00	\$4,470.00	\$902.82	\$5,416.92	\$980.70	\$5,884.20	\$395.00	\$2,370.00
A-8.3	6" 22.5 Degree Bend*	5	Each	\$665.76	\$3,328.80	\$740.00	\$3,700.00	\$850.00	\$4,250.00	\$758.00	\$3,790.00	\$740.00	\$3,700.00	\$895.01	\$4,475.05	\$972.15	\$4,860.75	\$390.00	\$1,950.00
A-8.4	6" 45 Degree Bend*	16	Each	\$679.36	\$10,869.76	\$720.00	\$11,520.00	\$850.00	\$13,600.00	\$759.00	\$12,144.00	\$750.00	\$12,000.00	\$895.94	\$14,335.04	\$973.00	\$15,568.00	\$390.00	\$6,240.00
A-8.5	6" 90 Degree Bend*	14	Each	\$695.35	\$9,734.90	\$750.00	\$10,500.00	\$1,200.00	\$16,800.00	\$647.00	\$9,058.00	\$835.00	\$11,690.00	\$916.85	\$12,835.90	\$996.25	\$13,947.50	\$415.00	\$5,810.00
A-8.6	8" 11.25 Degree Bend*	8	Each	\$794.99	\$6,359.92	\$850.00	\$6,800.00	\$1,200.00	\$9,600.00	\$859.00	\$6,872.00	\$875.00	\$7,000.00	\$1,050.32	\$8,402.56	\$1,185.00	\$9,480.00	\$515.00	\$4,120.00
A-8.7	8" 22.5 Degree Bend*	6	Each	\$814.09	\$4,884.54	\$860.00	\$5,160.00	\$1,200.00	\$7,200.00	\$877.00	\$5,262.00	\$855.00	\$5,130.00	\$1,066.13	\$6,396.78	\$1,200.00	\$7,200.00	\$535.00	\$3,210.00
A-8.8	8" 45 Degree Bend*	5	Each	\$819.69	\$4,098.45	\$870.00	\$4,350.00	\$1,200.00	\$6,000.00	\$882.00	\$4,410.00	\$900.00	\$4,500.00	\$1,549.28	\$7,746.40	\$1,200.00	\$6,000.00	\$540.00	\$2,700.00
A-8.9	8" 90 Degree Bend*	5	Each	\$871.49	\$4,357.45	\$950.00	\$4,750.00	\$1,200.00	\$6,000.00	\$948.00	\$4,740.00	\$890.00	\$4,450.00	\$1,127.77	\$5,638.85	\$1,275.00	\$6,375.00	\$605.00	\$3,025.00
A-8.10	10" 45 Degree Bend*	2	Each	\$1,031.85	\$2,063.70	\$1,100.00	\$2,200.00	\$1,300.00	\$2,600.00	\$1,140.00	\$2,280.00	\$1,150.00	\$2,300.00	\$1,522.45	\$3,044.90	\$1,460.00	\$2,920.00	\$830.00	\$1,660.00
A-8.11	18 x 6-inch Tee	2	Each	\$3,722.43	\$7,444.86	\$3,050.00	\$6,100.00	\$2,600.00	\$5,200.00	\$3,920.00	\$7,840.00	\$2,840.00	\$5,680.00	\$4,211.13	\$8,422.26	\$4,595.00	\$9,190.00	\$3,750.00	\$7,500.00
A-8.12	10 x 6-inch Tee*	4	Each	\$1,329.34	\$5,317.36	\$1,400.00	\$5,600.00	\$1,300.00	\$5,200.00	\$1,420.00	\$5,680.00	\$1,650.00	\$6,600.00	\$1,735.08	\$6,940.32	\$1,955.00	\$7,820.00	\$1,110.00	

BID SCHEDULE SUMMARY CONTINUED

Hurricane Irrigation Efficiency Project - Phase 2

Hurricane City / NRCS

Bids Were Opened On: Tuesday, February 18

Corrected Bid Total to Match Unit Prices



BASE BID				Feller Enterprises		Interstate Rock		JP Excavating		Landmark Excavating		M&T Enterprises		Phaze Concrete		Sunroc		Whitaker	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A-11.3	Air Valve W/ Removable Blind Flange (GC-05), Comp	1	Each	\$9,663.33	\$9,663.33	\$9,600.00	\$9,600.00	\$12,000.00	\$12,000.00	\$10,120.00	\$10,120.00	\$7,970.00	\$7,970.00	\$8,322.20	\$8,322.20	\$11,700.00	\$11,700.00	\$9,340.00	\$9,340.00
A-11.4	1" Air Valve w/ Blow-off (4, GC-05), Complete	1	Each	\$12,170.20	\$12,170.20	\$10,200.00	\$10,200.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$11,500.00	\$11,500.00	\$10,790.54	\$10,790.54	\$14,000.00	\$14,000.00	\$10,800.00	\$10,800.00
A-12	Minor Blowoff Drain, See Detail C/2671, Complete(Te	7	Each	\$11,572.30	\$81,006.10	\$9,500.00	\$66,500.00	\$10,000.00	\$70,000.00	\$9,210.00	\$64,470.00	\$9,960.00	\$69,720.00	\$9,493.45	\$66,454.15	\$9,400.00	\$65,800.00	\$9,580.00	\$67,060.00
A-13.1	Asphalt Replacement (3" Asphalt over 6" Roadbase)*	399,670	Square Feet	\$3.32	\$1,326,904.40	\$2.85	\$1,139,059.50	\$3.80	\$1,518,746.00	\$3.25	\$1,298,927.50	\$2.50	\$999,175.00	\$5.59	\$2,234,155.30	\$3.40	\$1,358,878.00	\$4.30	\$1,718,581.00
A-13.2	Asphalt Replacement (2.5" Asphalt over 6" Roadbase	24,375	Square Feet	\$3.21	\$78,243.75	\$2.60	\$63,375.00	\$4.20	\$102,375.00	\$3.00	\$73,125.00	\$2.20	\$53,625.00	\$5.49	\$133,818.75	\$3.15	\$76,781.25	\$4.20	\$102,375.00
A-14	Pothole Repair*	156	Square Feet	\$22.51	\$3,511.56	\$25.00	\$3,900.00	\$5.90	\$920.40	\$29.50	\$4,602.00	\$26.00	\$4,056.00	\$69.04	\$10,770.24	\$21.00	\$3,276.00	\$50.50	\$7,878.00
A-15.1	Concrete Sidewalks Restoration*	3,679	Square Feet	\$8.02	\$29,505.58	\$10.50	\$38,629.50	\$14.80	\$54,449.20	\$13.50	\$49,666.50	\$12.50	\$45,987.50	\$14.89	\$54,780.31	\$21.35	\$78,546.65	\$24.50	\$90,135.50
A-15.2	Concrete Waterway Restoration*	570	Square Feet	\$20.82	\$11,867.40	\$17.00	\$9,690.00	\$17.00	\$9,690.00	\$25.00	\$14,250.00	\$30.00	\$17,100.00	\$22.25	\$12,682.50	\$28.50	\$16,245.00	\$30.50	\$17,385.00
A-16	Pedestrian Ramp (PED 100), Complete	1	Each	\$2,809.99	\$2,809.99	\$6,550.00	\$6,550.00	\$4,500.00	\$4,500.00	\$4,205.00	\$4,205.00	\$4,300.00	\$4,300.00	\$6,043.65	\$6,043.65	\$5,575.00	\$5,575.00	\$6,430.00	\$6,430.00
A-17	Curb and Gutter Restoration*	625	Linear Feet	\$46.15	\$28,843.75	\$12.00	\$7,500.00	\$35.00	\$21,875.00	\$64.00	\$40,000.00	\$56.00	\$35,000.00	\$44.05	\$27,531.25	\$78.75	\$49,218.75	\$100.00	\$62,500.00
A-18	Replace Roadway Mounuments*	1	Each	\$1,464.99	\$1,464.99	\$570.00	\$570.00	\$1,300.00	\$1,300.00	\$1,155.00	\$1,155.00	\$1,930.00	\$1,930.00	\$911.29	\$911.29	\$1,235.00	\$1,235.00	\$915.00	\$915.00
A-19	Trench Stabilization Material*	150	Cubic Yards	\$28.84	\$4,326.00	\$49.00	\$7,350.00	\$8.00	\$1,200.00	\$85.00	\$12,750.00	\$31.00	\$4,650.00	\$111.89	\$16,783.50	\$152.25	\$22,837.50	\$63.50	\$9,525.00
A-20	Flowable Fill Backfill*	75	Cubic Yards	\$305.24	\$22,893.00	\$150.00	\$11,250.00	\$255.00	\$19,125.00	\$294.00	\$22,050.00	\$190.00	\$14,250.00	\$231.39	\$17,354.25	\$310.00	\$23,250.00	\$340.00	\$25,500.00
A-21	Geotextile Fabric*	1,100	Square Yards	\$6.79	\$7,469.00	\$2.80	\$3,080.00	\$3.00	\$3,300.00	\$1.70	\$1,870.00	\$3.70	\$4,070.00	\$3.48	\$3,828.00	\$3.75	\$4,125.00	\$3.70	\$4,070.00
A-22	30" D50 Riprap*	2,000	Cubic Yards	\$60.18	\$120,360.00	\$86.50	\$173,000.00	\$61.00	\$122,000.00	\$73.00	\$146,000.00	\$52.50	\$105,000.00	\$127.90	\$255,800.00	\$86.55	\$173,100.00	\$63.50	\$127,000.00
A-23	Rock Excavation*	700	Cubic Yards	\$15.54	\$10,878.00	\$6.85	\$4,795.00	\$29.00	\$20,300.00	\$53.00	\$37,100.00	\$35.00	\$24,500.00	\$108.72	\$76,104.00	\$103.00	\$72,100.00	\$46.50	\$32,550.00
A-24	Replace Fence (Vinyl)	35	Linear Feet	\$50.44	\$1,765.40	\$50.50	\$1,767.50	\$73.00	\$2,555.00	\$165.00	\$5,775.00	\$105.00	\$3,675.00	\$76.70	\$2,684.50	\$106.50	\$3,727.50	\$115.00	\$4,025.00
A-25	Sewer Lateral Connection*	4	Each	\$3,230.40	\$12,921.60	\$4,250.00	\$17,000.00	\$2,900.00	\$11,600.00	\$2,840.00	\$11,360.00	\$2,020.00	\$8,080.00	\$4,715.28	\$18,861.12	\$2,600.00	\$10,400.00	\$4,240.00	\$16,960.00
A-26	Water Service Connection*	4	Each	\$2,413.63	\$9,654.52	\$1,650.00	\$6,600.00	\$2,000.00	\$8,000.00	\$2,340.00	\$9,360.00	\$2,510.00	\$10,040.00	\$5,212.64	\$20,850.56	\$4,000.00	\$16,000.00	\$2,880.00	\$11,520.00
A-27	Public Information Program Allowance	1	Lump Sum	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00
Schedule A Subtotal				-	\$6,474,914.67	-	\$6,317,036.50	-	\$6,873,115.60	-	\$7,447,072.00	-	\$6,114,038.50	-	\$7,960,788.07	-	\$8,426,258.60	-	\$7,379,954.50
B-1	10" C-900 PVC	660	Linear Feet	\$70.66	\$46,635.60	\$73.50	\$48,510.00	\$68.00	\$44,880.00	\$80.00	\$52,800.00	\$60.50	\$39,930.00	\$57.42	\$37,897.20	\$86.10	\$56,826.00	\$61.50	\$40,590.00
B-2	10" C-900 PVC (shared trench with distribution pipe)	2,890	Linear Feet	\$59.07	\$170,712.30	\$47.50	\$137,275.00	\$62.00	\$179,180.00	\$36.00	\$104,040.00	\$49.50	\$143,055.00	\$46.93	\$135,627.70	\$86.05	\$248,684.50	\$52.00	\$150,280.00
B-3	10" 90 Degree Bend	2	Each	\$2,824.74	\$5,649.48	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00	\$2,320.00	\$4,640.00	\$1,330.00	\$2,660.00	\$2,731.92	\$5,463.84	\$3,175.00	\$6,350.00	\$2,380.00	\$4,760.00
B-4	Furnish and Install 6" Restrained Sleeved Coupling (fo	2	Each	\$1,113.79	\$2,227.58	\$6,750.00	\$13,500.00	\$1,000.00	\$2,000.00	\$999.00	\$1,998.00	\$1,230.00	\$2,460.00	\$1,286.22	\$2,572.44	\$1,700.00	\$3,400.00	\$835.00	\$1,670.00
B-5	Asphalt Replacement (3" Asphalt over 6" Roadbase)*	17,580	Square Feet	\$3.32	\$58,365.60	\$2.85	\$50,103.00	\$4.00	\$70,320.00	\$3.25	\$57,135.00	\$2.50	\$43,950.00	\$6.01	\$105,655.80	\$3.45	\$60,651.00	\$4.00	\$70,320.00
Schedule B Subtotal				-	\$283,590.56	-	\$251,788.00	-	\$298,380.00	-	\$220,613.00	-	\$232,055.00		\$287,216.98		\$375,911.50		\$267,620.00
Total Cost (Schedule A & B)					\$6,758,505.23		\$6,568,824.50		\$7,171,495.60		\$7,667,685.00		\$6,346,093.50		\$8,248,005.05		\$8,802,170.10		\$7,647,574.50
				Difference From Low Bid		\$ 412,411.73		\$222,731.00		\$ 825,402.10		\$ 1,321,591.50		\$ -		\$ 1,901,911.55		\$ 2,456,076.60	
				% Difference From Low Bid		6.5%		3.5%		13.0%		20.8%		0.0%		30.0%		38.7%	

Part 2

AGREEMENT DOCUMENTS

NOTICE OF AWARD

To:

Project: Hurricane Irrigation Efficiency Project –
Phase 2

Date: _____, 2026

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated January, 2025, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____

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

Dated this ____ day of _____, 2026.

Hurricane City, Owner

By: _____

Name: Clark Fawcett

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD
is hereby acknowledged
by _____

this the _____ day of _____, 2026.

By _____

Name _____

Title _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

a _____ (Corporation, Partnership, or Individual) hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ Dollars, \$(_____) in lawful money of the United States,
for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with
the OWNER, dated the _____ day of _____ a copy of which is hereto attached and made a
part hereof for the construction of:

NOW. THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS,
and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in
such contract, and any authorized extension or modification thereof, including all amounts due for materials,
lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in
connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor,
performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void;
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there
under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND,
and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the
contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IS WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed

an original this the _____ day of _____.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address

Principal

By _____

Address

ATTEST:

(Surety) Secretary

Witness as to Surety

Address

Surety

By _____

Attorney-in-fact

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ (Corporation, Partnership, or Individual) hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with
the OWNER, dated the _____ day of _____ a copy of which is hereto attached and made a
part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreement of said contract during the original term thereof, and any
extensions thereof which may be granted by the owner, with or without notice to the Surety and during the one
year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully
indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure
to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in
making good any default, then this obligation shall be void; otherwise to remain in full force and effect.
PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or
the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or
to the WORK or the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____

Address

Witness as to Principal

Address

ATTEST:

Surety

Address

NOTE: Date of BOND must not be prior to date of Contract. If the CONTRACTOR is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

AGREEMENT

This AGREEMENT, made this _____ day of _____, 2026 by and between Hurricane City, hereinafter called OWNER" and _____, doing business as a _____, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the Hurricane Irrigation Efficiency Project – Phase 2
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described therein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same as specified in the CONTRACT DOCUMENTS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A) Public Notice
 - B) Information for Bidders
 - C) Bid
 - D) Bid Bond
 - E) Agreement
 - F) Payment Bond
 - G) Performance Bond
 - H) Notice of Award
 - I) Notice to Proceed
 - J) Change Order
 - K) General Conditions
 - L) City of Hurricane Standard Specifications for Design and Construction
 - M) Ash Creek SSD Standard Specifications for Design and Construction
 - N) Drawings for Construction prepared or issued by Bowen, Collins and Associates, dated September, 2024
 - O) Technical Specifications prepared or issued by Bowen, Collins and Associates, dated January, 2025.
 - P) ADDENDA:
No. _____ dated _____
No. _____ dated _____
No. _____ dated _____
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (3) each of which shall be deemed an original on the date first above written.

(Number of Copies)

OWNER:

Hurricane City

By: _____

Name: Clark Fawcett

Title: Mayor

(SEAL)

ATTEST:

By: _____

Name: Cindy Beteag

Title: City Recorder

CONTRACTOR:

By: _____

Name: _____

(Please Type)

Address: _____

_SEAL)

ATTEST:

Name: _____

(Please Type)

Title: _____

NOTICE TO PROCEED

To:

Date: _____, 2026
Project: Hurricane Irrigation Efficiency Project
– Phase 2

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2026, on or before _____, 2026, and you are to complete all on-site WORK on or before _____, 20_____.

Hurricane City, Owner

By: _____

Name: Clark Fawcett

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged

by _____

this the _____ day of _____, 2026.

By _____

Name _____

Title _____

CHANGE ORDER

Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: Hurricane Irrigation Efficiency Project – Phase 2

OWNER: Hurricane City

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: _____

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE

\$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS

\$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased/decreased) by:

\$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be

\$ _____

CHANGE TO CONTRACT TIME:

The CONTRACT TIME will be (increased/decreased) by _____ calendar days.

The date for completion of all work will be _____.

APPROVALS:

ENGINEER: _____

CONTRACTOR: _____

HURRICANE CITY: _____



STAFF COMMENTS

Agenda Date: 9/17/26

Item: Consideration and possible approval to award the Sky Mountain Golf Course Clubhouse Remodel and Expansion bid.

Discussion: The bid opening for the Sky Mountain Golf Course Clubhouse Remodel and Expansion was held on September 10, 2026. Fifteen bids were received from qualified contractors.

Findings: The engineering firm's evaluation and was to go with the low bidder, Bonneville Builders. Bonneville Builders' bid came in at \$2,621,036. Followed by Watts Construction at \$2,656,848 and the Tushar Contracting at \$2,697,139.

Recommendation: Approve the award of the Sky Mountain Golf Course Clubhouse Remodel and Expansion bid to Bonneville Builders. – Cam Hamill

DOCUMENT 00 41 15

BID FORM

Hurricane City – Sky Mountain Golf Clubhouse Remodel
2503-066

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: Hurricane City, 147 North 870 West, Hurricane, Utah 84737.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 17 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>8/18/26</u>
<u>2</u>	<u>8/20/26</u>
<u>3</u>	<u>8/31/26</u>
<u>4</u>	<u>9/5/26</u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Bidding Documents.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information,

observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

LUMP SUM BID

Lump Sum Bid Price	Two million six hundred twenty-one-thousand thirty-six dollars	\$ 2,621,036.00
--------------------	--	-----------------

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.

A. Bidder proposes to achieve Substantial Completion of the entire Work within 222 calendar days from the date established in the Notice to Proceed.

- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security.
- B. List of Proposed Subcontractors.
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
- D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the Contract.

(Remainder of page intentionally left blank.)

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

BONNEVILLE BUILDERS L.C.

By:

[Signature]

[Printed name]

TYLER JOHNSON
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

254 S. 1480 E.,

SUITE 301

ST. GEORGE, UT 84790

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

STATE OF UTAH
DEPARTMENT OF COMMERCE
ACTIVE LICENSE

Bonneville Builders LC
8610 S SANDY PKWY STE 210
SANDY UT 84070

EFFECTIVE
12/24/2025

EXPIRATION
11/30/2027

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

369822-5501 Contractor With LRF

B100

DBAs: None Associated

IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

BONNEVILLE BUILDERS LC
8610 S SANDY PKWY STE 210
SANDY UT 84070

Please visit our web site at
www.dopl.utah.gov should you have any
questions in the future.

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE



EFFECTIVE DATE: 12/24/2025

EXPIRATION DATE: 11/30/2027

ISSUED TO: **Bonneville Builders LC**
8610 S SANDY PKWY STE 210
SANDY UT 84070

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

369822-5501 Contractor With LRF

DBAs: None Associated

B100



Nationwide Mutual Insurance Company

Home Office: Columbus, Ohio
Surety Administrative Office:
1100 Locust Street – Dept. 2006
Des Moines, IA 50391-2006

BID BOND

Nationwide Mutual Insurance Company vouches that this document conforms to
American Institute of Architects Document A310, 2010 Edition.

CONTRACTOR: (Name, legal status and address)

Bonneville Builders, L.C.
8610 Sandy Pkwy, Ste 210
Sandy, Utah 84070

SURETY: (Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
1100 Locust Street – Dept. 2006
Des Moines, IA 50391-2006

OWNER: (Name, legal status and address)

Hurricane City
147 North 870 West
Hurricane, Utah 84737

BOND AMOUNT: 5% of Bid

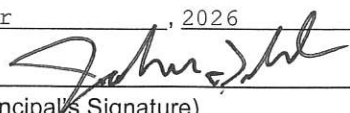
PROJECT: (Name, location or address, and Project number, if any) Hurricane City – Sky Mountain Golf Clubhouse
Remodel #2503-066. 1030 North 2600 West, Hurricane, Utah 84737

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed, and sealed this 9th day of September, 2026


(Principal's Signature)

(Seal)

PRESIDENT
(Title)

Nationwide Mutual Insurance Company
(Surety)

(Seal)

By: 

Kelly Romero, Attorney-in-Fact

Bond Number:

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
KELLY ROMERO; STEPHEN GOINS

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028


Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors, and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 9th day of September, 2026.



Assistant Secretary

Sky Mountain Clubhouse Remodel

Bonneville Builders Subcontractor List

Scope	SUBCONTRACTOR
Demolition	Mission Demolition
Concrete	HDDI
Masonry	LOC
Metals	Complete Fusion
Rough Carpentry	Buffalo Mountain Builders
Architectural Woodwork	Websters Countertops
Moisture Protection	RMWP
Thermal Insulation	Sunpro
Exterior Skin	Rancho
Roofing	RH Roof
Joint Sealants	Architectural Components
Doors, Frames, and Hardware	Beacon
Glass and Glazing Systems	Faus
Gypsum Board	B&S
Flooring	Pioneer
Painting	Manpower
Specialties	Beacon
Appliances	Standard
Furnishings	Scottco
Fire Sprinklers	Advanced
Plumbing	S&S
Mechanical	S&S
Electrical	Itech
Earthwork	Creative
Asphalt	S UT Pave & Grade
Landscaping	Hansen

MUST BE POSTED IN A CONSPICUOUS PLACE OR CARRIED ON PERSON AND TO BE PRESENTED UPON DEMAND
IT IS A CRIMINAL OFFENSE TO ALTER THIS DOCUMENT

Sandy City Business License Certificate

STATE OF UTAH

BONNEVILLE BUILDERS LC

License Number:	155312	Type of Business:	Commercial Business License
Business Location:	8610 S SANDY PKWY 210 SANDY UT 84070	Applicant(s):	JOHN BRENT TEBBS
Nature of Business:	CONTRACTOR OFFICE USE	No. of Employees:	46
State License:		Expires On:	12/31/26
MAYOR:		LICENSE OFFICIAL:	

THIS LICENSE IS INVALID WITHOUT AN OFFICIAL CITY SEAL AND IS NOT TRANSFERABLE TO ANY OTHER LOCATION OR TO ANY OTHER ENTITY



STAFF COMMENTS

Agenda Date: 9/17/2026

Item: Consideration and possible approval of a new lease agreement with Intermountain Golf Cars.

Discussion: Potentially obtaining a new fleet of golf carts at Sky Mountain Golf Course. Increased costs associated with new lease. Pros and cons, etc.

Findings: Budget for cart lease will need to be increased from \$125,000 \$160,434. Most warranties on the current cart fleet have expired, the only components remaining under warranty are the lithium batteries. The golf course has been so busy carts have exceeded expected mileage. Many are cosmetically damaged and cart breakdowns are rapidly increasing. Customer complaints about the condition of golf carts have also increased. New fleet will be covered by extensive four-year warranty. Savings on repairs and maintenance will be substantial. Customer experience will be enhanced. Golf course daily operations will run more smoothly with new fleet. Especially during high traffic and tournament days.

Recommendation: Recommend starting new cart lease with Intermountain Golf Cars and obtain new fleet as soon as possible. – Cam Hamill

Sky Mountain Golf Course



To: Cameron Hamill

By:
Intermountain Golf Cars
Cody Homer
Southern Utah Sales Manager

TABLE OF CONTENTS

Proposed Equipment Tempo Lithium

Lease Proposal – Golf Car Fleet Tempo Lithium

PROPOSED EQUIPMENT (Tempo Lithium)

Seventy Five (75) New 2027 Club Car® Tempo Lithium golf cars equipped as follows:

Standard Equipment

- | | |
|--|--|
| <ul style="list-style-type: none"> • Standard Color : Cashmere • Monsoon Canopy : Beige • Standard Seats: Beige • Split Windshield • Alumicore Chasssis • Lithium Battery • Soft Grip Steering Wheel • Includes GPS Hardware and 1 module (Other modules are one seperate agreement) | <ul style="list-style-type: none"> • Electronic Parking Brake System • Logo (1 Per Cart) • Ball Washer • Cooler • 2 Sand And Seed Bottles (On Uprights) • USB Port • Numbered Decals |
|--|--|

Note* New electronic parking brake system included

The above quoted rates are valid for acceptance within 30 days.

Sky Mountain Golf Course

Intermountain Golf Cars

By: _____

By: _____ Cody Homer

Title: _____

Title: _____ Southern Utah Sales Manager

Date: _____

Date: _____ August 14, 2026

LEASE PROPOSAL

(Fleet Lithium)

Intermountain Golf Cars proposes to lease to Sky Mountain Golf Course Seventy Two (75) new 2027 Club Car Tempo Lithium electric golf cars equipped as stated on the proposed equipment page. The lease rate is based on the first payment being made at the time of delivery and is subject to normal credit approval.

PAYMENT PROGRAM

12 Payments per year

Tempo Lithium Excel Electric Golf Cars		
Lease Term	Rate Per Car Per Month	Total Monthly Payment
72 Months	\$148.26	\$11,119.50 (Net of trades)

Additional : Visage gps will be seperate agreement.

Additional : Price is Net Of Trade In Carts

Additional: Quote pricing is valid after September Payment

Additional: Interest rates are subject to change.

The above quoted rates are valid for acceptance within 30 days.

Sky Mountain Golf Course

Intermountain Golf Cars

By: _____

By: Cody Homer

Title: _____

Title: Southern Utah Sales Manager

Date: _____

Date: August 14, 2026



STAFF COMMENTS

Agenda Date: September 17, 2026

Item: Consideration and possible approval of a Domestic Violence Awareness Proclamation.

Discussion: Each year, The Dove Center invites all municipalities in Washington County to join in proclaiming October as Domestic Violence Awareness Month. This proclamation highlights important statistics on domestic violence and emphasizes the need for community action to break the silence and work toward ending domestic violence in our area. - Cindy Beteag

Findings:

Recommendation:

PROCLAMATION

WHEREAS, it is a basic human right to live a life free from violence and abuse; and

WHEREAS, domestic violence is a serious problem occurring in all cultures and communities and not discriminating by age, gender, social class, race, ethnicity, religious affiliation or sexual orientation; and

WHEREAS, one in three women and one in four men in Utah will experience intimate partner violence in their lifetimes; and that 60-75% of families with intimate partner violence have children who are also impacted by the violence; and

WHEREAS, seniors are also victims of domestic and sexual violence and are part of the most under-reported group, and

WHEREAS, domestic violence-related homicides account for over 40% of homicides in Utah; and 80 Utah children will witness the murder or attempted murder of their mother every year; and

WHEREAS, awareness and intentional collaboration are required to find solutions to abuse and intimate partner violence; and

WHEREAS, it is the role of local government to provide for the health, safety, and welfare of its citizens; and

NOW THEREFORE I, Clark Fawcett, Mayor of Hurricane City, Utah, in partnership with DOVE Center, do hereby proclaim October as:

DOMESTIC VIOLENCE AWARENESS MONTH

In Hurricane City, we urge all residents to use October as ***Domestic Violence Awareness Month*** to learn how they can break the silence and end domestic violence in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of Hurricane City, Utah this 17th day of September 2026.

Clark Fawcett, Mayor

Attest: _____
Cindy Beteag, Recorder



STAFF COMMENTS

Agenda Date: September 17, 2026

Item: Consideration and possible approval of a hangar lease agreement for hangar 13S.

Discussion: Dave Houston's lease for Hangar 13S is expiring, and Mr. Houston has requested to enter into a new lease agreement. City Attorney Dayton Hall prepared the proposed lease agreement using the City's approved lease template. The Airport Board considered the request at its September 15, 2026, meeting and unanimously recommended approval of the proposed lease agreement. Staff recommends that the City Council approve the proposed lease agreement with Dave Houston for Hangar 13S. – Cindy Beteag

Findings:

Recommendation:



HURRICANE CITY
UTAH

PRIVATE HANGAR LEASE AGREEMENT

BETWEEN

HURRICANE CITY, UTAH

AND

AVIATION RESOURCES, LLC

Effective Date: September 17, 2026

PRIVATE HANGAR LEASE AGREEMENT

THIS PRIVATE HANGAR LEASE AGREEMENT (which, as amended from time to time, is defined herein as the ("Agreement") is entered into as of the 17th day of September, 2026, by and between Hurricane City, Utah, a Utah municipal corporation, (the "City") and Aviation Resources, LLC, a Utah limited liability company, (the "Tenant").

RECITALS

WHEREAS, City owns and operates an airport located at 800 W. 2300 S., Hurricane, Utah 84737 (the "Airport"); and

WHEREAS, City and Tenant desire to accommodate, promote, and enhance general aviation at the Airport; and

WHEREAS, Tenant desires to lease certain real property at the Airport for the purpose of constructing or purchasing a private hangar for aircraft as provided in this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Agreement to Lease and Operate Concession

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property **4,875** square feet in size to accommodate a 65' x 60' hangar, including five feet beyond the hangar pad on three sides excluding the front, and located at the property identified as hangar pad **13 S** on the Airport property (the "Premises"). Tenant agrees to accept the Premises "as is" and City makes no warranty as to the condition of the Premises or its suitability for any particular purpose.

B. Disclosure of Soil Condition. City discloses to Tenant that the soil at the Airport is collapsible and otherwise unstable. Tenant is responsible to obtain appropriate soil evaluation reports, to adhere to the recommendations in the reports, and take whatever action is necessary to mitigate the soil condition on the Premises. Tenant is responsible to construct the hangar at the engineered drainage elevations so the drainage will flow properly. Tenant will maintain and keep the area around the premises clear of debris and obstructions so as not to cause disruption in the expected normal drainage flow.

C. Construction of Tenant Improvements. Tenant shall construct or purchase and maintain continuous improvements on the leased Premises, which shall include a concrete pad, an aircraft hangar, fixtures, and any utilities as may be necessary for the Tenant's aviation related activities (referred to herein as the "Tenant Improvements"). Such Tenant Improvements must meet the Airport's Building Development Standards and any applicable Federal Aviation Administration requirements in effect as of the date of this Agreement. Tenant shall be responsible to obtain and pay for proper building permits for the Tenant Improvements and comply with all the applicable ordinances of the City when planning and constructing the Tenant Improvements.

D. Grant of Concession and Purpose of Agreement. Tenant agrees that it shall have the right, privilege, and obligation to use the Premises for the following purposes: The parking,

storage, service, repair, light maintenance, operation, and modification or construction (on a noncommercial basis only) of Aircraft, plus incidental activities related to such purposes. An (“Aircraft”) shall be any aircraft that Tenant owns or controls, or that is subject to an authorized sublease, when approved in writing in advance by City. Tenant shall provide to City the make, model, and registration number of any Aircraft owned or controlled by Tenant, or that are subject to an authorized sublease, that are based at the Premises.

E. Access. City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant’s employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives (“Tenant’s Associates”) may ingress and egress across the Airport in the areas designated by City and as permitted by applicable Laws and Regulations, on a non-exclusive basis and to the extent reasonably necessary for Tenant’s use, occupancy, and operations at the Premises.

F. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, titles, or interest of any kind. City reserves rights in the Premises including but not limited to, a right of aircraft movement on Airport property, a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, subject to the rules, regulations, and policies as may be adopted from time to time by the City, and rights in water, minerals, oil, and gas.

G. Enjoyments of Rights. Subject to Tenant’s complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

2. Term. The term of this Agreement shall commence on the date of execution of this Agreement and shall continue thereafter for a term of twenty (20) years until September 17, 2046, (the “Initial Term”). If the tenant desires to renew this Agreement, the tenant must notify the City in writing at least 60 days prior to the expiration of the initial term. Upon such notification, this lease shall renew for an additional five (5) year period at the lease rates stated in Section 3 of this Agreement.

3. Rent

A. Rent. For Tenant’s lease of the Premises, Tenant covenants to pay to City without off-set or deduction the annual ground rent as shown in the table below and commencing on the date of execution of this Agreement. All rent shall be due and payable to the City of Hurricane annually in advance, without notice or demand from City, on the 1st day of August. The first years rent payment will be prorated to the next August 1st payment date.

<u>Years</u>	<u>Rent amount per square foot</u>
2022 – 2027	.15
2028 – 2033	.18
2034 – 2039	.21
2040 – 2045	.24
2046 – 2051	.27
2052 – 2057	.30
2058 – 2063	.33

C. Dishonored Checks. If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars (\$50.00) per occurrence (or such other amount as City shall implement from time to time) in addition to other sums due under this Agreement.

D. Past Due Amounts. If tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) from the due date of such amount to the date of payment in full, with interest. In addition, City may charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable amount to cover the additional costs for billing and collecting arising from Tenants failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent, and shall be paid without abatement, deduction, off-set, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount either full or partial (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

4. Tenant's Use of Premises and Airport

A. No Interference. Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that interferes with any operation at the Airport or decreases the Airport's effectiveness, as reasonably determined by the City at its sole discretion. Tenant shall promptly notify City of any use that creates such interference or decrease of effectiveness and remedy the same to City's satisfaction.

B. Comply with all Laws and Regulations. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include but are not limited to, the Airport Rules and Regulations, Policies and Procedures, Minimum Standards for Commercial Aeronautical Activities, Utah Code Annotated, the Code of Revised Ordinances of Hurricane City, the Protective Covenants of the Hurricane City Airport, applicable Federal Aviation Regulations, and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements.

C. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; the use of automobile parking areas in a manner not authorized by City; fueling activities on the Premises or any other area that City has not authorized; commercial activities, aircraft parking, or storage in areas not leased by Tenant, any use unrelated to the purposes of this Agreement; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice

from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

E. Taxes and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days of notice of such lien, Tenant shall have the lien removed or deposit with the City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. Tenant, at Tenant's sole cost, shall repair or replace to City's satisfaction any damaged property that belongs to City or City's other Tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

G. No Alterations or Improvements. Tenant shall not make or cause to be made any alterations or improvements to the Premises or to other areas of the Airport without City's prior written consent.

H. Security. Tenant is responsible to comply, at Tenants sole cost, with all security measures that City, Federal Aviation Administration, the United States Transportation Security Administration or any other governmental authority having jurisdiction may require in connection with the Airport. Tenant shall protect and preserve security at the Airport, including, but not limited to, protecting security information and protecting any access points to the Airport that are maintained by Tenant. Tenant will be vigilant in watching for unusual activity or persons that do not belong at the Airport, and will report such to the Airport Manager or by calling 1-866-GA-SECURE.

I. Removal of Disabled or Derelict Aircraft. Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft (or any other aircraft that Tenant owns or controls) if it becomes disabled or derelict. Tenant may store such aircraft within the Tenant Improvements or, with the City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines to be in City's best interests.

J. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to the City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a condition that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. City has sole discretion to determine the quality of the work. Tenant shall promptly remedy any condition that

fails to meet this standard. In addition to other restrictions and requirements contained in this Agreement, Tenant shall not store outside of the Tenant Improvements (aircraft hangar) any inoperable equipment, discarded or unsightly materials, materials likely to create a hazard, trailers (except trailers designed to carry gliders), inoperative motor vehicles, or any other similar items. Tenant is responsible to keep the area five feet out from all four sides of the aircraft hangar clear of weeds and any debris.

K. Operations. Tenant's operations shall comply with the following.

(i) Airport Operations. Tenant shall occupy the Premises and shall operate in a manner that promotes effective Airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; and Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

(ii) Safety. Tenant shall maintain appropriate safety items at the Premises as may be required by the City, Local Fire Authority, or other governmental agency

(iii) Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant shall provide the Airport Manager with the name and contact number of a person who is responsible for and has authority to act on behalf of Tenant.

(iv) Deficiencies. Without limiting or waiving any other remedies available to City, including declaring a breach of this Agreement, City's remedies shall include the following in connection with deficiencies in Tenant's operations.

(a) Propose and Implement Cure. Tenant shall meet with the Airport Manager as he or she may request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

(b) Remove Employees and Associates. City shall have the right to require Tenant to remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of any provision of this Agreement or otherwise detrimental to City's interests at the Airport.

5. City's Rights and Obligations

A. Airport Maintenance. Subject to subparagraph C. of this section, City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Premises. City for itself and its employees, officers, directors, agents, and other representatives ("City's Associates") reserves the right to enter the Premises and Tenant

Improvements at reasonable times and with reasonable notice for any purpose relating to the Airport including, but not limited to, conducting inspections, determining compliance with this Agreement, conduct Airport work, or for emergency purposes, provided that they shall not unreasonably interfere with Tenant's use of the Premises or Tenant's Improvements.

C. City's Right to Relocate Tenant's Improvements from Premises. It is understood and agreed that as conditions may require, the City has the right to require Tenant to relocate Tenant's Improvements from the Premises to a new location at a new airport if the City elects to relocate the Airport, which would be comparable to Tenants current leased Premises. Tenant shall bear the costs associated with relocating Tenant's Improvements and property to the new location. City agrees to provide the Tenant with a new Private Hangar Lease Agreement for the new location upon the same terms and conditions as are contained herein for the unexpired term of this Agreement.

D. City Charges. City has the right to impose rates and charges in connection with any matter at the Airport in a manner consistent with Laws and Regulations.

E. City Directives. City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

F. Governmental Acts. City is a governmental entity, and City has all rights, powers, immunities, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

6. Indemnification, Insurance, and Letter of Credit

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court of dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A. shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are proven to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or related to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times this Agreement is in effect:

i. Aircraft Liability with Additional Coverage. Aircraft liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence (and one hundred thousand dollars (\$100,000) per passenger seat for applicable claims), including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 6.A. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Property. Tenant is solely responsible for Tenant's Improvements and Tenant's personal property, and Tenant may purchase insurance for Tenant's Improvements and Tenant's personal property as Tenant may determine.

iii. Automobile. If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (including, but not limited to, if Tenant parks an automobile in Tenant's hangar when permitted by this Agreement), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with City's self-fueling requirements, including, but not limited to, pollution legal liability insurance requirements.

v. Aircraft. Tenant is solely responsible for any damage to the Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. Business Interruption. Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

D. Insurance Requirements. The insurance described by this section have the following requirements:

i. General Requirements. At all times when this Agreement is in effect, Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be cancelled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by

the State of Utah. All policies (except any policies required for worker's compensation or errors and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

ii. Minimum Requirements. City's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

iii. Waiver of Subrogation. Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

iv. Terms Subject to Change. City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to reasonably insure against any risk associated with this Agreement or Tenant's use, occupancy, or operations at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

v. Stopping Operations. Among City's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, City may (but is not required to) stop all or any portion of Tenant's operations without liability to City until Tenant fully restores such coverage.

E. Performance Security. City reserves the right to require a performance security in a form and amount acceptable to City upon any material default by Tenant under this Agreement.

7. **Hazardous Materials.** Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A. of this Agreement. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations.

8. **Assignment and Subleasing**

A. Assignment. Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is voluntary or involuntary, by merger, consolidation, dissolution, change in control, or any other

manner), shall not encumber any such rights or record this Agreement (or any document or interest related thereto) and shall not delegate any performance under this Agreement, except with prior written consent of City to any of the same. City will not unreasonably withhold written consent to an assignment of this Agreement.

B. Subleasing. With prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft. City shall have the right to approve any sublease tenant and sublease agreement. Tenant shall impose on any approved sublease tenant the same terms set forth in this Agreement to provide for the rights and protections afforded to City. Tenant shall reserve the right to amend any sublease to conform to the requirements of this Agreement, and any sublease shall be consistent with and subordinate to this Agreement as it is amended from time to time. Any sublease shall include an agreement that the sublease will attorn to and pay rent to City if Tenant ceases to be a party to this Agreement. Tenant shall provide to City a copy of any sublease executed by Tenant. No sublease shall relieve Tenant of any obligations under this Agreement.

9. Damage, Destruction, and Condemnation.

A. Damage or Destruction of Premises. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent or better than the original improvements, and Tenant shall follow City's policies and procedures regarding obtaining building permits as necessary. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If City performs such work pursuant to Section 10.B, such insurance proceeds shall be paid to City. If the Premises or Tenant Improvements are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenable by such damage in light of the purposes of this Agreement (as determined by City in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in its sole discretion).

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than the City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the premises so taken. If City determines in its sole discretion that all or a material portion of the premises will be (or has been) rendered untenable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at time specified in the notice (which shall not be less than sixty (60) days after the date of such notice).

10. Default

A. Tenant's Default. Each of the following events shall constitute a default or breach of this Agreement by the Tenant. (i) Tenant fails to timely pay any installment of rent; (ii) Tenant

violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises) and fails to cure the same within sixty (60) days after written notice thereof by City to Tenant; (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided for in this Agreement.

B. Remedies. Upon default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance; (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and re-letting the Premises, and any attorney fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

C. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within thirty (30) days after written notice by Tenant to City. If the nature of City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

D. Survival. The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

11. Expiration or Termination

A. Tenant's First Right of Refusal. If the City elects to re-let the Premises upon the expiration of this Agreement, and if the Tenant is in compliance with the terms of this Agreement, the Tenant shall have the first right of refusal to enter into a new lease of the Premises upon the terms and conditions as the City Council at the time may require. No sooner than 180 days and no later than 30 days before the end of the term of this Agreement, Tenant shall notify City in writing that Tenant desires to exercise its right of first refusal under this paragraph, after which the Tenant's right of first refusal shall expire. Tenant's refusal to enter into a new lease upon the terms and conditions required by the City Council at the time shall also result in the expiration of Tenant's right of first refusal.

B. Disposition of Tenant Improvements. Upon the termination of this Agreement before or on the expiration date, Tenant shall do one of the following at the option of City: (1) enter into a new lease to relet the Premises pursuant to Tenant's right of first refusal as set out in Section 11.A.; (2) surrender the Tenant Improvements to City if City has determined to accept the Tenant Improvements, with Tenant's rights, title, and interests in the Tenants Improvements being deemed transferred to the City upon the City accepting the same; or (3) remove all Tenant Improvements from the Premises and Airport at Tenant's sole expense in a manner acceptable to City (and the obligations of section 6.A. shall apply to such removal). If Tenant fails to remove any Tenant Improvements under subsection (4), City may do so in any manner acceptable to City pursuant to Section 10.B.

C. Surrender of Premises. Unless the Premises is relet to Tenant prior to the expiration of this Agreement pursuant to Section 11.A., upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.B) "broom clean" and in good order and condition, excepting reasonable wear and tear; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.B). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

D. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with Utah Law. During such occupancy, Tenant shall comply will all provisions of this Agreement that are applicable to an at-will-tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports.

E. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. General Provisions

A. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

B. Agreement Preserves City's Compliance. This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

C. Subordination to City's Government Commitments. This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport Improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments, Tenant shall immediately take such actions that may be necessary to preserve City's compliance with the same.

D. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

F. Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

G. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for the recovery of possession of the Premises, the party prevailing in such action shall be entitled to recovery from the other party(s) reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those arising from any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including but not limited to, attorney fees incurred by the City in any case or proceeding involving the Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section 12.G. shall survive any expiration or termination of this Agreement.

H. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the Laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocable consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section 12.H. shall survive any expiration or termination of this Agreement.

I. Amendments and Waivers. No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

J. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any part. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

K. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, now agreement of the other party except for those expressly contained in this Agreement. Any proposal materials or exhibits submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement.

L. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same, Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

M. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

N. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

O. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

P. Time is of the Essence. Time is of the essence in this Agreement.

Q. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows.

If to City:

Hurricane City
City Attorney
147 N. 870 W.
Hurricane, UT 84737

If to Tenant:

Aviation Resources, LLC
David Houston, Registered Agent
800 W 2300 S Box 11, PO Box 796
Hurricane, UT 84737

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.Q. and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

R. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

S. City Approval and Consent. Wherever in this Agreement it specifies the City must give approval or consent by the terms of this Agreement, such approval or consent shall not be unreasonably withheld. Unless otherwise specified, approval, consent, or action by the City refers to approval or consent by the Hurricane City Council.

T. Personal Guaranty. The undersigned Guarantor does herewith personally guarantee the due performance of this Agreement regarding all its provisions and obligations in the same way as if Guarantor were the original Tenant of this Agreement. This guaranty is continuing and unconditional. The undersigned Guarantor shall be liable as a principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors of Tenant shall not affect the enforceability of this Personal Guaranty. This Personal Guaranty shall bind the respective heirs, executors, administrators, and assigns of the undersigned Guarantor, and shall inure to the benefit of the City, its successors, assigns, and subrogees. Guarantor now waives and releases all benefits and relief from all and any appraisement, exemption, or stay laws of any state currently in force or passed in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HURRICANE CITY

AVIATION RESOURCES, LLC

Nanette Billings, Mayor

By: David Houston
Its: Manager

Attest:

GUARANTOR

City Recorder

David Houston

Approved as to form:

Dayton Hall, City Attorney



STAFF COMMENTS

Agenda Date: 9/17/2026

Item: Discussion and possible recommendation of approval regarding the Hurricane City Pole Attachment License Agreement.

Discussion: This will be a complete overhaul of the pole attachment agreement. Hurricane City currently has an agreement that has been included with the packet. The new document contains the agreement and several appendices. The agreement will be similar to St. George and Washington City and has been reviewed by Dayton Hall. This agreement will last for 5 years and will automatically renew twice. Once at the end of the first five years and a second time after 10 years. Section 3.11 was also added to allow the fees and charges to be updated by resolution of the Hurricane City Council to allow the City to adjust costs as needed throughout the duration of the contract.

The first appendix is the Pole Attachment Fees and Penalties. This document contains a breakdown of all the associated fees and penalties both annual and recurring. Currently the Licensees are being charged \$10.00 per pole attachment. This will be increased to \$20.00 per attachment annually. This will make us comparable to neighboring cities. Additional fees that will be included is a \$50.00 annual fee for wire storage on Poles. A non-recurring fee of \$225.00 for permit application fee of (1-20) poles and riser fee of \$50.00. There will also be penalties for unauthorized attachments and failure to transfer, abandon, or remove facilities. Appendix B outlines the Pole Attachment Permit Application Process. Currently there is not a documented process. This agreement will require a review process of the submitted application and that all necessary fees are paid before any communication infrastructure can be installed.

Appendix C is the Application for Pole Attachment Permit. This will require the Licensee to give a description of the work they are requesting and additional information such as number of new pole attachments, if they are removing or replacing equipment, if guying is required, etc.

Appendix D is the Specifications for Licensee's Attachments to City Poles. This outlines how they will be required to attach to the City's power poles. Hurricane City does not currently have an attachment standard. This will all be new and will allow the power department to ensure that telecommunications infrastructure is installed properly.

Appendix E is the Distribution Line Minimum Design Review Information and Worksheet. This outlines the minimum conditions to calculate pole strength and has a worksheet for the Licensee to fill out any design information. The City may direct that certain attachments do not require the submission of the Design Review Information.

Appendix F is a Field Drawing and Data Summary Sheet Instructions sheet.

Appendix G is the Annual Reporting Form for Attachments. This document will be required to be filled out by February 1st of each year. It will detail any additional attachments, risers, etc. or

any removals. This will be compared to the last years total and all attachment applications to ensure that an accurate count is being recorded. This will determine how much each Licensee will be invoiced in March.

Findings:

Recommendation: The Pole Attachment License Agreement was recommended for approval unanimously by the Power Board on 9/9/2026.

Summary written by Alex Farnsworth, Electrical Engineer



POWER
HURRICANE CITY

UTAH

Pole Attachment License Agreement

Between Hurricane City and _____

(Licensee)



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Pole Attachment License Agreement

This Pole Attachment Licensing Agreement (the "Agreement") dated _____, 20__ is made by and between Hurricane City, a Utah Municipal Corporation ("City"), and _____ ("Licensee"). City and Licensee may be referred to collectively as the "Parties."

RECITALS

- A. Licensee proposes to install and maintain Communications Facilities and associated equipment, Licensee's Attachments, on certain City's Poles to provide Communications Services; and
- B. City is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee's Attachments on City's Poles, provided that City may refuse, on a nondiscriminatory basis, to issue a Permit where there is an insufficient Capacity or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standard, basis, or contract; and
- C. The parties intend that this Agreement replaces any previous pole attachment agreement(s) between the Parties upon the Effective Date of its execution; and

Therefore, in consideration of the mutual covenants, terms, and conditions set below the Parties agree as follows:



AGREEMENT

ARTICLE 1 – DEFINITIONS

For the Purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below; unless more specifically defined within a specific Article or Paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- 1.1. **Affiliate:** when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.
- 1.2. **Applicable Standards:** means all applicable engineering and safety standards governing the installation, maintenance, and operation of facilities and the performance of all work in or around electric City Facilities and includes the most current versions on National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), and the regulations of the Occupational Safety and Health Administration (“OSHA”), each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of City or other federal, state, or local authority with jurisdiction over City Facilities.
- 1.3. **Attaching Entity:** means any public or private entity, including Licensee, that, pursuant to a license agreement with City, places an Attachment on City’s Pole to provide Communications Service.
- 1.4. **Attachment(s):** means Licensee’s Communications Facilities that are placed directly on City’s Poles, are Overlashed onto an existing Attachment, a Riser or a service drop attached to a single Pole where Licensee has an existing Attachment on such a Pole.
- 1.5. **Capacity:** means the ability of a Pole segment to accommodate an additional Attachment or change to a current Attachment based on Applicable Standards, including space and loading considerations.
- 1.6. **Climbing Space:** means that portion of a Pole’s surface and surrounding space that is free from encumbrances to enable City employees and contractors to safely climb, access, and work on City Facilities and equipment.
- 1.7. **Communications Facilities:** means wireline or small cell wireless facilities, including but not limited to, fiber optic, copper, and/or coaxial cables, wireless antennas, receivers or transceivers, including any and all associated equipment, utilized to provide Communications Service.



- 1.8. **Communications Service:** means the transmission or receipt of voice, video, data, broadband internet, or other forms of digital or analog signals over Communications Facilities.
- 1.9. **Guy:** means a cable that is in tension to add stability to a free standing structure at dead ends and angle poles. The guy includes; guy wire, anchor and other miscellaneous hardware.
- 1.10. **Conduit System:** means underground City trench (Joint City Trench) which includes: electrical, fiber and/or communications systems. City owned conduit systems are not part of this agreement.
- 1.11. **Innderduct:** means flexible conduit installed inside a larger rigid conduit for placement of wire or cable.
- 1.12. **Licensee:** means _____, its authorized successor and assignees.
- 1.13. **Make-Ready Work:** means all work that City reasonably determines to be required to accommodate Licensee's Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of City Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole replacement and construction, but does not include Licensee's routine maintenance.
- 1.14. **Occupancy:** means the use or reservation of space for Attachments on a City Pole.
- 1.15. **Overlash:** means to place an additional wire or cable Communications Facility onto an existing attached Communications Facility.
- 1.16. **Pedestals/Vaults/Enclosures:** means above-or below-ground housings that are not attached to City Poles but are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices, and/or to provide a service connection point (see Appendix D Specifications)
- 1.17. **Permit:** means written or electronic authorization (see Appendix C) by City for Licensee to make or maintain Attachments to specific City Poles pursuant to the requirements of this Agreement. Licensee's attachments made prior to the Effective date and authorized by City (Existing Attachments) shall be deemed Permitted Attachments hereunder.
- 1.18. **Pole:** means a pole owned or controlled by City that is used for the distribution of electricity and/or Communications Service and is capable of supporting Attachments for Communications Facilities.
- 1.19. **Post-Construction Inspection:** means the inspection by City or Licensee or some combination of both to verify that the Attachments have been made in accordance with Applicable Standards and the Permit.
- 1.20. **Post-Construction Survey:** means all work or operations required by Applicable Standards and/or City to determine the Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole.



Such work includes, but is not limited to, field inspection and administrative processing.

- 1.21. **Reserved Capacity:** means capacity or space on a Pole that the City has identified and reserved for its own future City requirements at the time of the Permit grant, including the installation of communications circuits for operation of City's electric system.
- 1.22. **Riser:** means metallic encasement materials placed vertically on the Pole to guide and protect wires and cables.
- 1.23. **Tag:** means to place distinct markers on wires and cables, coded by color or other means specified by City and/or applicable federal, state or local regulations, that will readily identify the type of Attachment (e.g., cable TV, telephone, high-speed broadband data, public safety) and its owner.
- 1.24. **City Facilities:** means all personal property and real property owned or controlled by City, including Poles, Conduit System, and related facilities.
- 1.25. **Service Area:** This agreement applies to poles and City Facilities served by Hurricane City Power. It does not apply to poles and facilities owned and operated by other entities located within Hurricane City boundaries.

ARTICLE 2 – SCOPE OF AGREEMENT

- 2.1. **Grant of License.** Subject to the provisions of this Agreement, City may grant Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain communications Attachments to City's Poles. As of the Effective Date of this Agreement, any pre-existing Attachment(s) will be considered subject to and integrated into this Agreement. Attachment of communications lines or equipment to City-owned transmission poles and structures is not allowed.
- 2.2. **Parties Bound by Agreement.** Licensee and City agree to be bound by all provisions of this Agreement.
- 2.3. **Permit Issuance Conditions.** City will issue one or more Permit(s) to Licensee only when City determines, in its sole judgement, exercised reasonably, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) Licensee meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all Applicable Standards and contracts.
- 2.4. **Reserved Capacity.** Access to space on City Poles may be made available to Licensee with the understanding that certain Poles may be subject to Reserve Capacity for future electric service use. At the time of Permit issuance, City shall notify Licensee if capacity on particular poles is being reserved for reasonably foreseeable future electric use. For Attachments made with notice of such a Reservation of Capacity, on giving Licensee at least sixty (60) calendar days prior notice, City may reclaim such Reserved



Capacity at any time following the installation of Licensee's Attachment if required for City's future City service. If reclaimed for City's use, City may at such time also install associated facilities, including the attachment of communications lines for internal City operational or governmental communications requirements. City shall give Licensee the option to remove its Attachment's from the affected Pole(s) or to pay for the cost of any Make-Ready Work needed to expand Capacity for City Service requirements, so that the licensee can maintain its Attachment on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third party Attachments) shall be determined in accordance with Article 9. Licensee shall not be required to bear any of the costs of rearranging or replacing its Attachment(s), if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity.

- 2.5. No Interest in Property.** No use, however lengthy, of any City Facilities and no payment of any fees or charges required under this Agreement, shall create or vest Licensee any easement or other ownership or property right of any nature in any portion of such Facilities. Neither the Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of City's rights to City Facilities. Notwithstanding anything in the Agreement to the contrary, Licensee shall, at all times, be and remain a Licensee only.
- 2.6. Licensee's Right to Attach.** Nothing in this Agreement, other than a Permit issued pursuant to Article 6, shall be construed as granting Licensee any right to attach Licensee's Communications Facilities to any specific Pole or within any specific portion of the Conduit System.
- 2.7. City's Rights over Poles.** The parties agree that this Agreement does not in any way limit City's right to locate, operate, maintain, or remove its Poles in the manner that will best enable it to fulfill its service requirements or to comply with any federal, state, or local legal requirement.
- 2.8. Other Agreements.** Except as expressly provided in this Agreement, nothing in this Agreement shall limit, restrict, or prohibit City from fulfilling or enforcing any agreement or arrangement regarding its Poles into which City has previously entered, or may enter in the future, with others not party to this Agreement.
- 2.9. Permitted Use.** This Agreement is limited to the uses specifically stated in the recitals set forth above and no other use shall be allowed without City's express written consent to such use. Nothing in this Agreement shall be construed to require City to allow Licensee to use City's Poles after the termination of this Agreement.
- 2.10. Overlapping.** The following provisions apply to Overlapping:
- 2.10.1.** Licensee shall obtain a Permit for each Overlapping, in accordance with the requirements of Article 6. Absent such authorization, Overlapping constitutes an unauthorized Attachment and is subject to removal or, at



City's discretion, imposition of an Unauthorized Attachment fee, as specified in Appendix A, Item 5.

2.10.2. Licensee or Licensee's Affiliate shall, however, be responsible for all Make-Ready Work and other charges associated with the Overlashing.

2.10.3. Make-Ready Work procedures set forth in Article 7 shall apply, as necessary, to all Overlashing.

2.11. Enclosures. Enclosures of any kind and Overhead Storage shall not be attached to City Poles or lashed/clipped to Attachments of City Poles. Existing Enclosures and Overhead Storage may remain on and connected to City Poles, but will be subject to charges specified in Appendix A. All enclosures and Storage must be installed underground with a permitted Riser. Licensee shall not place Pedestals, Vaults, and/or other Enclosures within five (5) feet of any Pole or two and one half (2.5) feet from other City Facilities without City's prior written permission. If permission is granted, all such installations shall be per the Specifications in Appendix D of this Agreement. Furthermore, Licensee agrees to move any such above-ground enclosures in order to provide sufficient space for City to set a replacement Pole. All Licensee's Pedestals, Vaults, and Enclosures shall be labeled and marked with Licensee's company name. All conduit installations shall terminate inside a company identified Pedestal, Vault or Enclosure.

2.12. Vegetation Management. Licensee shall be responsible for all vegetation management next to all overhead and underground lines and facilities owned by Licensee.

ARTICLE 3 – FEES AND CHARGES

3.1. Payment of Fees and Charges. Licensee shall pay to City the fees and charges specified in Appendix A and shall comply with the terms and conditions specified in this Agreement.

3.2. Payment Period. Unless otherwise expressly provided, Licensee shall pay any invoice it receives from City pursuant to this Agreement within thirty (30) calendar days after City issues the invoice.

3.3. Billing of Attachment Fee. City shall invoice Licensee for the per-pole Attachment Fee annually. City will submit to the Licensee an invoice for the annual rental period not later than March 1st of each year. The initial annual rental period shall commence upon the execution of this Agreement and conclude on March 1st of the next year, and each subsequent annual rental period shall commence on the following March 1st and conclude on March 1st of the subsequent year. The invoice shall set forth the total number of City's



Poles on/in which Licensee was issued and/or holds Permit(s) for Attachments during such annual rental period, including any previously authorized and valid Permits.

- 3.4. Refunds.** No fees and charges specified in Appendix A shall be refunded on account of any surrender of a Permit granted under this Agreement. Nor shall any refund be owed if a Pole is not used or abandoned by the City.
- 3.5. Late Charge.** If City does not receive payment for any fee or other amount owed within thirty (30) calendar days after it becomes due, Licensee shall pay interest to City at the rate of eighteen (18%) per month on the amount due.
- 3.6. Payment for Work.** At its sole discretion, City may require that Licensee pay in advance all reasonable costs, including, but not limited to, administrative, construction, inspections, and Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's Communications Facilities pursuant to the procedures set forth in Articles 6 and 7 below.
- 3.7. True-Up.** Whenever City, in its discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Licensee and the actual cost of the activity exceeds the advance payment of estimated expenses, Licensee agrees to pay City for the difference in cost, provided that City documents such costs with sufficient detail to enable Licensee to verify the charges. To the extent that City's actual cost of the activity is less than the estimated cost, City shall refund to Licensee the difference in cost.
- 3.8. Determination of Charges.** Wherever this Agreement requires the Licensee to pay for work done or contracted by the City, the charge for such work shall include all reasonable material, labor, engineering, administrative, and applicable overhead costs. City shall bill its services based upon actual costs, and such costs will be determined in accordance with City's cost accounting systems used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor costs per hour, persons employed, and costs of materials used. Labor costs shall be the greater of the fully loaded costs of municipal labor or the current "union scale" for comparable work in the region. If Licensee was required to perform work and fails to perform such work, necessitating completion of the work by City, City may either charge an additional ten percent (10%) of its costs or assess the penalty specified in Appendix A.



- 3.9. Work Performed by City.** Wherever this Agreement requires City to perform any work, City, at its sole discretion, may utilize its employees or contractors, or any combination of the two, to perform such work.
- 3.10. Default for Nonpayment.** Nonpayment of any amount due under this Agreement beyond sixty (60) days shall constitute a material default of this Agreement.
- 3.11. Fee Updates by City.** The fees and charges specified in Appendix A may be updated from time to time by resolution of the Hurricane City Council. City shall provide notice of any updated fees and charges to Licensee, and the updated fees and charges shall be effective on the date(s) as set forth in the resolution.

ARTICLE 4 – SPECIFICATIONS

- 4.1. Installation/Maintenance of Communications Facilities.** When a Permit is issued pursuant to this Agreement, Licensee's Communications Facilities shall be installed and maintained in accordance with the requirements and specifications of Appendix D. All of Licensee's Communications Facilities must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Communications Facilities. Licensee shall, at its own expense, make and maintain its Attachment(s) in safe condition and good repair, in accordance with all Applicable Standards. Notwithstanding anything in this Agreement to the contrary, Licensee shall not be required to update or upgrade its Attachments if they met Applicable Standards at the time they were made, unless such updates or upgrades are required by any revised Applicable Standards.
- 4.2. Tagging.** Licensee shall Tag all of its Communications Facilities as specified in Appendices D and F and/or applicable federal, state, and local regulations upon installation of such Facilities. Within one year of the execution of this Agreement, Licensee shall also tag any untagged Communications Facilities that were on all City Poles on the effective date of this Agreement. Failure to provide proper tagging will be considered a violation of the Applicable Standards.
- 4.3. Interference.** Licensee shall not allow its Communications Facilities to impair the ability of City or any third party to use City's Poles, nor shall



Licensee allow its Communications Facilities to interfere with the operation of any City Facilities or third-party facilities.

- 4.4. Protective Equipment.** Licensee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall, at its own expense, install protective devices designed to handle the electric voltage and current carried by City's facilities in the event of a contact with such facilities. Except as provided in Paragraph 16.1, City shall not be liable for any actual or consequential damages to Licensee's Communications Facilities, Licensee's customers' facilities, or to any of Licensee's employees, contractors, customers, or other persons.
- 4.5. Violation of Specifications.** If Licensee's Communications Facilities, or any part of them, are installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from City, City, at its option, may correct such conditions. City will attempt to notify Licensee in writing prior to performing such work whenever practicable. When City believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of City's service obligations, or present an immediate threat to the physical integrity of City Facilities, City may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable afterward, City will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all actual and reasonable costs incurred by City in taking action pursuant to this Paragraph, and Licensee shall indemnify City against any and all liability, costs, and expenses, including reasonable attorneys and expert fees, arising out of or relating to any such work.
- 4.6. Restoration of City Service.** City's service restoration requirements shall take precedence over any and all work operations on Licensee on City's Poles.
- 4.7. Effect of Failure to Exercise Access Rights.** If Licensee does not exercise any access right granted pursuant to this Agreement and/or applicable Permit(s) within ninety (90) calendar days of the effective date of such right and any extension to such Permit(s), City may, but shall have no obligation to, use the space scheduled for Licensee's Attachment(s) for its own needs or make the space available to other Attaching Entities. In such instances, City



shall endeavor to make other space available to Licensee, upon written application under Article 6, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions. If City uses the space for its own needs or makes them available to other parties, then from the date that City or a third party begins to use such space, Licensee may obtain a refund on the portion of any Attachment Fees that it has paid in advance for that space. For purposes of this paragraph, Licensee's access rights shall not be deemed effective until any necessary Make-Ready Work has been performed.

- 4.8. Removal of Nonfunctional Attachments.** At its sole expense, Licensee shall remove any of its Attachments or any part thereof that becomes nonfunctional, unused, and/or is no longer fit for service (Nonfunctional Attachment) as provided in this Paragraph 4.8. A Nonfunctional Attachment that Licensee has failed to remove as required in this paragraph shall constitute an unauthorized Attachment and is subject to the Unauthorized Attachment fee specified in Appendix A, Item 6. Except as otherwise provided in this Agreement, Licensee shall remove Nonfunctional Attachments within one (1) year of the Attachment becoming nonfunctional, unless Licensee receives written notice from City that removal is necessary to accommodate City's or another Attaching Entity's use of the affected Pole(s), in which case Licensee shall remove the Nonfunctional Attachment within sixty (60) days of receiving the notice.

ARTICLE 5 – PRIVATE AND REGULATORY COMPLIANCE

- 5.1. Necessary Authorizations.** Before Licensee occupies any of City's Poles, Licensee shall obtain from the appropriate public or private authority, or from any property owner or other appropriate person, any required authorization to construct, operate, or maintain its Communications Facilities on public or private property. City retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations under this Article 5 include, but are not limited to, its obligation to obtain and pay for all necessary approvals to occupy public/private rights-of-way and easements and all necessary licenses and authorizations to provide the services that it provides over its



Communications Facilities. Licensee shall defend, indemnify, and reimburse City for all losses, costs, and expenses, including reasonable attorney's fees, that City may incur as a result of claims by governmental bodies, owners of private property, or other person, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on City's Poles or to provide particular services.

- 5.2. Lawful Purpose and Use.** Licensee's Communications Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable federal, state, and local laws.
- 5.3. Forfeiture of City's Rights.** No Permit granted under this Agreement shall extend, or be deemed to extend, to any of City's Poles, to the extent that Licensee's Attachment would result in a forfeiture of City's rights. Any Permit that would result in forfeiture of City's rights shall be deemed invalid as of the date that City granted it. Further, if any of Licensee's existing Communications Facilities, whether installed pursuant to a valid Permit or not, would cause such forfeiture, Licensee shall promptly remove its Facilities upon receipt of written notice from City. If Licensee does not remove its Communications Facilities in question within thirty (30) days of receiving written notice from City, City may at its option perform such removal at Licensee's expense. Notwithstanding the foregoing, Licensee shall have the right to contest any such forfeiture before any of its rights are terminated, provided that Licensee shall indemnify City for liability, costs, and expenses, including reasonable attorney's fees, that may accrue during Licensee's challenge.
- 5.4. Effect of Consent to Construction/Maintenance.** Consent by City to the construction or maintenance of any Attachments by Licensee shall not be deemed consent, authorization, or acknowledgement that Licensee has obtained all required Authorizations with respect to such Attachment.

ARTICLE 6 – PERMIT APPLICATION PROCEDURES

- 6.1. Permit Required.** Licensee shall not make any Attachments to any of City's Poles without first applying for and obtaining a Permit pursuant to the applicable requirements of Appendix B. Unless updates or upgrades are required by Applicable Standards, or unless City notifies Licensee to the contrary, Licensee shall not be required to obtain Permits for Attachment(s)



existing as of the effective date of this Agreement. Such grandfathered Attachments shall, however, be subject to the Attachment Fees specified in Appendix A. Licensee shall provide City a list of all such pre-existing Attachments within six (6) months of the effective date of this Agreement.

6.2. Permits for Overlashing. As set out in Paragraph 2.10, Permits are required for any Overlashing allowed under this Agreement and Licensee, Licensee's Affiliate or other third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such Overlashing.

6.3. Professional Certification. Unless otherwise waived in writing by City, as part of the Permit application process and at Licensee's sole expense, a qualified and experienced professional engineer, or an employee or contractor of Licensee who has been approved by City, must participate in the Pre-Construction Survey, conduct the Post-Construction Inspection, and certify that Licensee's Communications Facilities can be and were installed on the identified Poles in compliance with the standards in Paragraph 4.1 and in accordance with the Permit. The professional engineer's qualifications must include experience performing such work, or substantially similar work, on electric transmission or distribution systems. City may require the Licensee's professional engineer to conduct a post-construction inspection that City will verify by means that it deems to be reasonable. City, at its discretion, may waive the requirements of this Paragraph 6.3, for any individual Permit and for service drops.

6.4. City Review of Permit Application. Upon receipt of a properly executed Application for Permit (Appendix C), which shall include the Pre-Construction Survey, certified per Paragraph 6.3 above, and detailed plans for the proposed Attachments in the form specified in Appendix E, City will review the Permit Application and discuss any issues with Licensee, including engineering or Make-Ready Work requirements associated with the Permit Application. City acceptance of the submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis. Unless otherwise agreed, the Permit application process shall be consistent with the following timeline:

6.4.1. Review Period. City shall review and respond to properly executed and complete Permit Applications for routine installations as promptly as is reasonable with a goal of providing a response during normal circumstances of within sixty (60) days of receipt. City may require additional time to review, and Licensee may incur additional costs for



the review. The City reserves the right to have a third-party review applications. All costs associated with a third-party review will be paid by the Licensee. City's response will either provide a written explanation as to why the Application for Pole Attachment Permit is being denied, in whole or in part, or upon request provide an estimate of the costs of all necessary Make-Ready Work

- 6.4.2. Upon receipt of City's Make-Ready estimate, Licensee shall have thirty (30) days to approve the estimate and provide payment in accordance with this Agreement and the specifications of the estimate.
- 6.4.3. City will complete routine Make-Ready Work within one hundred twenty (120) days of receipt of payment. If there are extenuating circumstances that make the necessary Make-Ready more complicated or time-consuming, including, but not limited to, the number of Poles, seasonal weather conditions or supply chain issues, City shall identify those factors in the Make-Ready estimate and the parties shall agree upon a reasonable timeframe for completion.
- 6.4.4. Attachments of wireless Communications Facilities located above the electric space are prohibited.
- 6.4.5. City may toll the time period for completion of Make-Ready Work by written notice in order to respond to severe storms, natural disasters, or other emergency situations.

- 6.5. **Permit as Authorization to Attach.** Upon completion of any necessary Make-Ready Work, receipt of payment for such work, and inspection, City will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s).

ARTICLE 7 – MAKE-READY WORK/INSTALLATION

- 7.1. **Estimate for Make-Ready Work.** If the City determines that it can accommodate Licensee's request for Attachment(s), including Overlapping of an existing Attachment, it will, upon request, advise Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment.
- 7.2. **Payment of Make-Ready Work.** Upon completion of the Make-Ready Work, City shall invoice Licensee for City's actual cost of such Make-Ready Work. Alternatively, City, at its discretion, may require payment in advance for



Make-Ready Work based upon the estimated cost of such work. In such case, upon completion, Licensee shall pay City's actual cost of Make-Ready Work. The costs of the work shall be itemized in accordance with Paragraph 3.6 and trued up in accordance with Paragraph 3.7.

- 7.3. Who may Perform Make-Ready Work.** Make-Ready Work shall be performed only by City and/or a contractor authorized by City to perform such work. If City cannot perform the Make-Ready Work to accommodate Licensee's Communications Facilities within one hundred twenty (120) calendar days of Licensee's agreement to Make-Ready Work estimate, Licensee may request the ability to use a qualified contractor to perform such work and shall specify when such work would be performed. In all instances, qualified contractors, if allowed, must be pre-approved by the City for such work on an annual basis. Authorization to use a qualified contractor will be at the City's sole discretion.
- 7.4. Scheduling of Make-Ready Work.** In performing all Make-Ready Work to accommodate Licensee's Communications Facilities, City will endeavor to include such work in its normal work schedule. If Licensee requests that the Make-Ready Work be performed on a priority basis or outside of City's normal work hours, Licensee will pay any resulting increased costs. Nothing in this Agreement shall be construed to require City to perform Licensee's work before other scheduled work or City service restoration.
- 7.5. Notification of Make-Ready Work.** Before starting Make-Ready Work, City shall notify all Attaching Entities of the date and location of the scheduled work and shall afford all such entities an opportunity to make any modifications to their existing Attachments in connection with the Make-Ready Work.
- 7.6. Written Approval of Installation Plans Required.** Before making any Attachments to City's Poles, including Overlashing of existing Attachments, Licensee must obtain City's written approval of detailed plans for the Attachments. Such detailed plans shall accompany a Permit application as required under Paragraph 6.4.
- 7.7. Licensee's Installation/Removal/Maintenance Work.**
- 7.7.1. All of Licensee's installation, removal, and maintenance work, by either Licensee's employees or authorized contractors, shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of City's Poles.



- 7.7.2. All of Licensee's installation, removal, and maintenance work, either by its employees or authorized contractors, shall comply with all applicable regulations specified in Paragraph 4.1. Licensee shall ensure that any person installing, maintaining, or removing its Communications Facilities is fully qualified and familiar with all Applicable Standards, the provisions of Article 17, and the Minimum Design Specifications contained in Appendix D.

ARTICLE 8 – TRANSFERS

- 8.1. **Required Transfers of Licensee's Communications Facilities.** If City reasonably determines that a transfer of Licensee's Communications Facilities is necessary, require Licensee to perform such transfer at Licensee's expense within ninety (90) calendar days after receiving notice from City. If Licensee fails to transfer its Facilities within ninety (90) calendar days after receiving such notice from City, City shall have the right to transfer Licensee's Facilities using its personnel and/or contractors. The costs of such transfers shall be as specified under Article 9. City shall not be liable for damage to Licensee's Facilities except to the extent provided in Paragraph 16.1. The written advance notification requirement of this Paragraph shall not apply in emergency situations. In emergency situations, City shall provide such advance notice as is practical, given the urgency of the particular situation. City shall then provide written notice of any such actions taken within ten (10) days following the occurrence. Irrespective of who owns Facilities that are Overlashed on to Licensee's Attachments, Licensee is responsible for the transfer of such Facilities and the costs of doing so.
- 8.2. **Temporary Transfers.** City will notify Licensee of any temporary transfers of Licensee's communication facilities if pole replacement or any other overhead City work is required. Licensee will take full responsibility for work and the safety of the public until the transfer has been completed.

ARTICLE 9 – MODIFICATION AND/OR REPLACEMENTS

- 9.1. **Licensee's Action Requiring Modification/Replacement.** If any Pole to which Licensee desires to make Attachment(s) is unable to support or



accommodate the additional facilities in accordance with all Applicable Standards, City will notify Licensee of the necessary Make-Ready Work, and associated costs, to provide adequate Pole space, including, but not limited to, replacement of the Pole and/or rearrangement or transfer of City's Facilities, as well as the facilities of other Attaching Entities. Licensee shall be responsible for separately entering into an agreement with other Attaching Entities concerning the allocation of costs for the relocation or rearrangement of such entities existing Attachments. If Licensee elects to go forward with the necessary changes, Licensee shall pay to City the actual cost of the Make-Ready Work, performed by City, in accordance with Paragraph 3.6. City, in its discretion, may require advance payment. Licensee shall also be responsible for obtaining, and furnishing to City before the commencement of any Make-Ready Work, agreements between Licensee and the other Attaching Entities (including Overlashers) concerning the relocation or rearrangement of their Attachments and the costs involved.

- 9.2. Treatment of Multiple Requests for Same Pole.** If City receives Permit Applications for the same Pole from two or more prospective Licensees within sixty (60) calendar days of the initial request, and accommodating their respective requests would require modification of the Pole or replacement of the Pole, City will allocate among such Licensees the applicable costs associated with such modification or replacement.
- 9.3. Guying.** The use of guying to accommodate Licensee's Attachments shall be provided by, and at the expense of, Licensee and to the satisfaction of City, as specified in Appendix D. Licensee shall not attach its guy wires to City's anchors without prior written permission of City. If permission is granted, charges may apply. All new guy anchors and hardware must be pre-approved by the City and inspected after installation. Once this is completed, pole attachments can begin.
- 9.4. Allocation of Costs.** The costs for any rearrangement or transfer of Licensee's Communications Facilities or the replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of City's cables or wires) shall be allocated to City and/or Licensee and/or other Attaching Entity on the following basis:
- 9.4.1. If the City intends to modify or replace a Pole solely for its own system upgrade or maintenance requirements, it shall be responsible for the costs related to the modification/replacement of the Pole. Licensee shall be responsible for costs associated with the rearrangement or



transfer of Licensee's Communications Facilities to the new poles or system configuration. Prior to making any such modification or replacement, City shall provide Licensee written notification of its intent in order to provide Licensee a reasonable opportunity to modify or add to its existing Attachment. Should the Licensee decide to do so, it must seek City's written permission in accordance with this Agreement. If Licensee elects to add to or modify its Communications Facilities, Licensee shall pay its fair share of the costs incurred by City in making the space on the Poles accessible to Licensee.

9.4.2. If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for all costs caused by the modification or replacement of the Pole as well as the costs associated with the transfer or rearrangement of any other Attaching Entity's Communications Facilities. At the time Licensee submits a Permit Application to City, Licensee shall submit evidence, in writing, that it has made arrangements to reimburse all affected Attaching Entities for their costs caused by the transfer or rearrangement of their Facilities. City shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Facilities pursuant to this Paragraph 9.4.2.

9.4.3. If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than City or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or replacement, as well as the costs for rearranging or transferring Licensee's Communications Facilities. Licensee shall cooperate with such third-party Attaching Entity to determine the costs of moving Licensee's facilities.

9.4.4. If the Pole must be modified or replaced for reasons unrelated to the use of the Pole by Attaching Entities (e.g., storm, accident, deterioration), City shall pay the costs of such modification or replacement and Licensee shall pay the costs of rearranging or transferring its Communications Facilities.

9.5. City Not Required to Relocate. Nothing in this Agreement shall be construed to require City to relocate its Attachments or to modify or replace its Poles for the benefit of Licensee.



ARTICLE 10 – ABANDONMENT OR REMOVAL OF CITY FACILITIES

- 10.1. Notice of Abandonment or Removal of City Facilities.** If City desires at any time to abandon, remove, or move underground any City Facilities to which Licensee's Communications Facilities are attached, it shall give Licensee notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove such City's Facilities. Notice may be limited to thirty (30) calendar days if City is required to remove or abandon its City Facilities as the result of the action of a third party and the longer notice period is not practical. If, following the expiration of the 30-day period, Licensee has not yet removed and/or transferred all of its Communication Facilities and has not entered into an agreement to purchase City's Facilities, City shall have the right, but not the obligation to remove Licensee's Communications Facilities at Licensee's expense. The written advance notification requirement of this Paragraph shall not apply in emergency situations. In emergency situations, City shall provide such advance notice as is practical, given the urgency of the particular situation.
- 10.2. Underground Relocation.** If City moves any portion of its aerial system underground, Licensee shall remove its Communications Facilities from any affected Poles within sixty (60) calendar days of receipt of notice from City and must either relocate its affected Facilities underground with City or find other means to accommodate its Facilities. If Licensee does not remove its Attachments within sixty (60) days, City shall have the right to remove or transfer Licensee's Communications Facilities at Licensee's expense. Licensee's failure to remove its Facilities as required under this Paragraph 10.2 shall subject Licensee to the penalty provisions of Appendix A, item 5.

ARTICLE 11 – REMOVAL OF LICENSEE'S FACILITIES

- 11.1. Removal on Expiration/Termination.** At the expiration or other termination of this License Agreement or individual Permit(s), Licensee shall remove its Communications Facilities from the affected Poles at its own expense. If Licensee fails to remove such Facilities within sixty (60) calendar days of expiration or termination or some greater period as allowed by City, City shall



have the right, but not the obligation, to remove or transfer such Facilities at Licensee's expense.

ARTICLE 12 – TERMINATION OF PERMIT

- 12.1. Automatic Termination of Permit.** Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Pole(s) covered by the Permit.
- 12.2. Surrender of Permit.** Licensee may at any time surrender any Permit for Attachment(s) and remove its Communications Facilities from the affected Pole(s), provided, however, that before commencing any such removal, Licensee must obtain City's written approval of Licensee's plans for removal, including the name of the person or entity performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to insurance requirements of Article 18. No refund of any fees or costs will be made upon removal. If Licensee surrenders such Permit pursuant to the provisions of this Article, but fails to remove its Attachments from City's Facilities within thirty (30) calendar days, City shall have the right, but not the obligation, to remove or transfer Licensee's Attachments at Licensee's expense.

ARTICLE 13 – INSPECTION OF LICENSEE'S FACILITIES

- 13.1. Inspections.** City may conduct an inventory and inspection of Attachments at any time. Within thirty (30) calendar days of receiving written notice from City, Licensee shall correct all Attachments that City identifies as being out of compliance with Applicable Standards. If City finds that five percent (5%) or more of Licensee's Attachments are either in non-compliance or not permitted, Licensee shall pay its pro rata share of the costs of the inspection.
- 13.2. Notice.** City will give Licensee reasonable advance written notice of such inspections, except in those instances in which safety considerations justify the need for such inspection without delay.
- 13.3. No Liability.** Inspections performed under this Article 13, or the failure to do so, shall not operate to impose upon the City any liability of any kind



whatsoever or to relieve the Licensee of any responsibility, obligations, or liability, whether assumed under this Agreement or otherwise existing.

- 13.4. Attachment Records.** Notwithstanding the above inspection provisions, Licensee shall furnish to City annually an up-to-date electronic map depicting the locations of its Attachments, in a format specified by City.
- 13.5. Pole Testing.** Pole testing on City owned poles will only be performed by the City. No other pole testing shall be performed by Licensee or Licensee's contracted testing company. City will provide individual pole testing results upon Licensee's request.

ARTICLE 14 – UNAUTHORIZED OCCUPANCY OR ACCESS

- 14.1. Penalty Fee.** If any of Licensee's Attachments are found occupying any Pole for which no Permit has been issued, City, without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Access Penalty Fee, as specified in Appendix A, Item 6. If Licensee fails to pay such Fee within thirty (30) calendar days of receiving notification of it, City shall have the right, but not the obligation, to remove such Communications Facilities at Licensee's expense.

To avoid penalty fees and removal, Licensee will be required to submit an application for attachment, pay all application fees, and have all inspections passed. Permit to attach may then be issued by the City if the application is approved.

- 14.2. No Ratification of Unauthorized Use.** No act or failure to act by City with regard to any unauthorized use shall be deemed as ratification of the unauthorized use. Unless the parties agree otherwise, a Permit for a previously unauthorized Attachment shall not operate retroactively or constitute a waiver by City of any of its rights or privileges under this Agreement or otherwise, and Licensee shall remain subject to all obligations and liabilities arising out of or relating to its unauthorized use.

ARTICLE 15 – REPORTING REQUIREMENTS

At the time that Licensee pays its annual Attachment Fee, Licensee shall also provide the following information to City, using the reporting form contained in Appendix G:



- 15.1. The Poles on which Licensee has installed, during the relevant reporting period, Risers and service drops, for which no Permit was required.
- 15.2. All Attachments that have become nonfunctional during the relevant reporting period. The report shall identify the Pole on which the nonfunctional Attachment is located, describe the nonfunctional equipment, and indicate the approximate date the Attachment became nonfunctional.
- 15.3. Any equipment Licensee has removed from Poles during the relevant reporting period. The report shall identify the Pole from which the equipment was removed, describe the removed equipment, and indicate the approximate date of removal. This requirement does not apply where Licensee is surrendering a Permit pursuant to Paragraph 12.2.

ARTICLE 16 – LIABILITY AND INDEMNIFICATION

- 16.1. **Liability.** City reserves to itself the right to maintain and operate its Poles in the manner that will best enable it to fulfill its service requirements. Licensee agrees to use City's Poles at Licensee's sole risk. Subject to Paragraph 16.5, City agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the physical repair of facilities damaged by the gross negligence or willful misconduct of City; provided, however, that the aggregate liability of City to Licensee, in any fiscal year, for any fines, penalties, claims, damages, or costs, arising out of or relating in any way to Licensee's service or interference with the operation of Licensee's Communications Facilities (including special, indirect, punitive, or consequential damages) shall not exceed the amount of the total Annual Attachment Fees paid by Licensee to City for that year, as calculated based on the number of Attachments under Permit at the time of occurrence, as set forth in Appendix A, Item 3.
- 16.2. **Indemnification.** Licensee, and any agent, contractor, or subcontractor of Licensee, shall defend, indemnify, and hold harmless City and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments and death benefits), and expenses (including reasonable attorney's fees of City and all other costs and expenses of litigation) ("Covered Claims") arising in any way, including any act, omission, failure, negligence, or willful misconduct, in connection with the



construction, maintenance, repair, presence, use, relocation, transfer, removal, or operation by Licensee, or by Licensee's officers, directors, employees, agents, or contractors, of Licensee's Communications Facilities, except to the extent of City's gross negligence or willful misconduct solely giving rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:

- 16.2.1. Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;
- 16.2.2. Cost of work performed by City that was necessitated by Licensee's failure, or the failure of Licensee's officers, directors, employees, agents or contractors, to install, maintain, use, transfer, or remove Licensee's Communications Facilities in accordance with the requirements and specifications of this Agreement, or from any other work this Agreement authorizes City to perform on Licensee's behalf;
- 16.2.3. Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work of obligation undertaken by Licensee, or Licensee's officers, directors, employees, agents, or contractors, pursuant to this Agreement;
- 16.2.4. Liabilities incurred as a result of Licensee's violation, or a violation by Licensee's officers, directors, employees, agents, or contractors, of any law, rule, or regulation of the United States, any state, or any other governmental entity or administrative agency.

16.3. Procedure for Indemnification.

- 16.3.1. City shall give prompt written notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against City, City shall give the notice to Licensee no later than sixty (60) calendar days after City receives written notice of the action, suit, or proceeding.
- 16.3.2. City's failure to give the required notice will not relieve Licensee from its obligation to indemnify City unless, and only to the extent, that Licensee is materially prejudiced by such failure.
- 16.3.3. Licensee will have the right at any time, by notice to City, to participate in or assume control of, the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to City. City agrees to cooperate fully with Licensee. If Licensee assumes control of



the defense of any third-party claim, City shall have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of any third-party claim, Licensee shall be bound by the results obtained by City with respect to the claim.

- 16.4. Environmental Hazards.** Licensee represents and warrants that its use of City's Poles will not generate any Hazardous Substances, that it will not store or dispose on or about City's Poles or transport to City's Poles any hazardous substances and that Licensee's Communications Facilities will not constitute or contain and will not generate any hazardous substance in violation of federal, state, or local law now or hereafter in the effect, including any amendments. "Hazardous Substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, dangerous radio frequency radiation, or other similar terms by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration, or other disaster, its Communications Facilities would not release any Hazardous Substances. Licensee and its agents, contractors, and subcontractors shall defend, indemnify, and hold harmless City and its respective officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, or expenses (including reasonable attorney's fees and all other costs and expenses of litigation) arising from or due to the release, threatened release, storage, or discovery of any Hazardous Substances on, under, or adjacent to City's Poles attributable to Licensee's use of City's Poles.
- 16.5. Municipal Liability Limits.** No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by the City of any applicable state limits on municipal liability or governmental immunity. No indemnification provision contained in this Agreement under which Licensee indemnifies City shall be construed in any way to limit any other indemnification provision contained in this Agreement.
- 16.6.** If City brings a successful action in a court of competent jurisdiction to enforce this Agreement, Licensee shall pay City's reasonable attorney's fees.



ARTICLE 17 – DUTIES, RESPONSIBILITIES, AND EXCULPATION

- 17.1. Duty to Inspect.** Licensee acknowledges and agrees that City does not warrant the condition or safety of City's Facilities, or the premises surrounding the Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect City's Poles and/or premises surrounding the Poles, prior to commencing any work on City's Poles or entering the premises surrounding such Poles.
- 17.2. Knowledge of Work Conditions.** By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.
- 17.3. DISCLAIMER. CITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO CITY'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND CITY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. CITY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 17.4. Duty of Competent Supervision and Performance.** The parties further understand and agree that, in the performance of work under this Agreement, Licensee and its agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other City Facilities. The parties understand and intend that energy generated, stored, or transported by City Facilities will not be interrupted during the continuance of this Agreement, except in emergencies endangering life or threatening grave personal injury or property. Licensee shall ensure that its employees, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, agents, contractors, and subcontractors; employees, agents, contractors, and subcontractors of City; and the general public, from harm or injury while performing work permitted or contemplated pursuant to this Agreement. In addition, Licensee shall furnish its employees, agents, contractors, and subcontractors competent



supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in emergency situations in which it may be necessary to de-energize any part of City's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

- 17.5. Requests to De-energize.** If City de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse City in accordance with Paragraph 3.8, for all costs and expenses that City incurs in complying with Licensee's request. Before City de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Licensee's request.
- 17.6. Interruption of Service.** If Licensee causes an interruption of service by damaging or interfering with any equipment of City, Licensee shall, at its own expense, immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify City immediately.
- 17.7. Duty to Inform.** Licensee further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on City's Poles by Licensee's employees, agents, contractors, or subcontractors, and Licensee accepts the duty and sole responsibility to notify and inform Licensee's employees, agents, contractors, or subcontractors of such dangers, and to keep them informed regarding same.

ARTICLE 18 – INSURANCE

- 18.1. Policies Required.** At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:
- 18.1.1. Workers Compensation and Employers' Liability Insurance.** Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Utah law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of the City. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.



- 18.1.2. **Commercial General Liability Insurance.** Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with Limits of liability not less than \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 each occurrence.
- 18.1.3. **Automobile Liability Insurance.** Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
- 18.1.4. **Umbrella Liability Insurance.** Coverage is to be in excess of the sum employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$4,000,000 each occurrence, \$4,000,000 aggregate.
- 18.1.5. **Property Insurance.** Each party will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and City structures, fencing, or support systems that may be placed on, within, or around City Facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure such exposures.
- 18.2. **Qualification; Priority; Contractors' Coverage.** The insurer must be authorized to do business under the laws of the state of Utah and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry, in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article 18 with the same limits.
- 18.3. **Certificate of Insurance; Other Requirements.** Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Licensee will furnish City with a certificate of insurance (Certificate) and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Agreement and workers'



compensation and property insurance waivers of subrogation required by this Agreement. City shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. City, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, “Additional Insureds”) shall be named as Additional Insureds under all of the policies, except workers’ compensation, which shall be so stated on the Certificate of Insurance. All policies, other than workers’ compensation, shall be written on an occurrence and not on a claims-made basis.

All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by the City. Licensee shall defend, indemnify and hold harmless City and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to City upon requests.

18.4. Limits. The limits of liability set out in this Article 18 may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Licensee’s exposure to risk.

18.5. Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with City except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to City’s employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee’s contractors or the contractors’ employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.



ARTICLE 19 – AUTHORIZATION NOT EXCLUSIVE

City shall have the right to grant, renew, and extend rights and privileges to others not party to this Agreement by contract or otherwise, to use City Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

ARTICLE 20 – ASSIGNMENT

- 20.1. Limitations on Assignment.** Licensee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of City, which consent shall not be unreasonably withheld.
- 20.2. Obligations of Assignee/Transferee and Licensee.** No assignment or transfer under this Article 20 shall be allowed until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of Licensee arising under this Agreement. Licensee shall furnish City with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee. Notwithstanding any assignment or transfer, Licensee shall remain fully liable under this Agreement and shall not be released from performing any of the terms, covenants, or conditions of this Agreement without the express written consent to the release of Licensee by City.
- 20.3. Sub-licensing.** Without City's prior written consent, Licensee shall not sub-license or lease to any third party, including but not limited to, allowing third parties to place Attachments on City's Facilities, including Overlashing, or to place Attachments for the benefit of such third parties on City's Poles. Any such action shall constitute a material breach of this Agreement. The use of Licensee's Communications Facilities by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or Overlashing is not subject to this Paragraph 20.3.

ARTICLE 21 – FAILURE TO ENFORCE

Failure of City or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment



of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.

ARTICLE 22 – ISSUE RESOLUTION PROCESS

- 22.1. Dispute Resolution.** Except for an action seeking a temporary restraining order or an injunction or to compel compliance with this dispute resolution procedure, the parties can invoke the dispute resolution procedures in this Article at any time to resolve a controversy, claim, or breach arising under this Agreement. Each party will bear its own costs for dispute resolution activity.
- 22.2. Initial Meeting.** At either party's written request, each party will designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives will have discretion to decide the format, frequency, duration, and conclusion of these discussions. The parties will conduct any meeting in-person or via conference call, as reasonably appropriate.
- 22.3. Executive Meeting.** If ninety (90) days after the first in-person meeting of the senior representatives, the parties have not resolved the dispute to their mutual satisfaction, each party will designate executive representatives at the director level or above to meet and negotiate in good faith to resolve the dispute. To facilitate the negotiations, the parties may agree in writing to use mediation or another alternative dispute resolution procedure.
- 22.4. Unresolved Dispute.** If after sixty (60) days from the first executive-level, in-person meeting, the parties have not resolved the dispute to their mutual satisfaction; either party may invoke any legal means available to resolve the dispute, including enforcement of the default and termination procedures set out in Article 23.
- 22.5. Confidential Settlement.** Unless the parties otherwise agree in writing, communication between the parties under this Article will be treated as confidential information developed for settlement purposes, exempt from discovery and inadmissible in litigation.
- 22.6. Business as Usual.** During any dispute resolution procedure or lawsuit, the Utilities will continue providing services to each other and performing their obligations under this Agreement.



ARTICLE 23 – TERMINATION OF AGREEMENT

- 23.1.** City shall have the right, pursuant to the procedures set out in this Article 23, to terminate this entire Agreement, or any Permit issued under it, whenever Licensee is in default of any material term or condition of this Agreement, including, but not limited to, the following circumstances:
- 23.1.1.** Construction, operation, or maintenance of Licensee's Communications Facilities in violation of law, or in aid of any unlawful act or undertaking; or
 - 23.1.2.** Construction, operation, or maintenance of Licensee's Communications Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental authority or any private holder of easements or other rights, or violation of any other agreement with City; or
 - 23.1.3.** Construction, operation, or maintenance of Licensee's Communications Facilities without the insurance coverage required under Article 18.
- 23.2.** City will notify the Licensee in writing of any defaults by Licensee under this Agreement. Licensee shall take immediate corrective action to eliminate any such defaults within fifteen (15) calendar days, or such longer period as the parties may agree, and shall confirm in writing to City that the cited condition or conditions have ceased or been corrected, or are in the process of being corrected.
- 23.3.** If Licensee contests the existence of the default, it may invoke the dispute resolution procedures of Article 22.
- 23.4.** If the parties are unable to resolve the dispute and Licensee fails to discontinue or correct a default in a timely manner or fails to give the required confirmation, City may immediately terminate this Agreement or any Permit(s) granted under it. In the event of termination of this Agreement or any of Licensee's rights, privileges, or authorizations, City may seek removal of Licensee's Communications Facilities pursuant to the terms of Article 11, from any or all of City's Poles. In such instance, Licensee shall remain liable to City for all fees and charges accrued pursuant to the terms of this Agreement.



ARTICLE 24 – TERM OF AGREEMENT

- 24.1.** This Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of five (5) years and, unless terminated by either party, shall automatically be renewed for two additional five-(5) year terms. Either party may terminate this Agreement at the end of the initial term or a successor term by giving written notice of intent to terminate the Agreement at the end of the then-current term. Such a notice must be given at least ninety (90) calendar days prior to the end of the then-current term.
- 24.2.** Even after the termination of this Agreement, Licensee's indemnity obligations shall continue with respect to any claims or demands related to Licensee's Communications Facilities, as provided for in Article 16.

ARTICLE 25 – AMENDING AGREEMENT

This Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both parties.

ARTICLE 26 – NOTICES

- 26.1.** Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be in effect when personally delivered to, or when mailed by certified mail with return receipt requested, with postage prepaid, and except where specifically provided for elsewhere, properly addressed as follows:

If to City, at: Hurricane City - Attorney
147 North 870 West
Hurricane, UT 84737

If to Licensee, at: _____

- 26.2.** The above, notwithstanding, the parties may agree to utilize electronic communications, such as email, for notifications related to the Permit's application, approval process, necessary transfer and/or pole modifications.



- 26.3.** Licensee shall maintain a staffed, 24-hour emergency, telephone number, not available to the general public, where City can contact Licensee to report damage to Licensee's facilities or other situations requiring immediate communications between the parties. Such contact person shall be qualified and able to respond to City's concerns and requests. Failure to maintain an emergency contact shall subject Licensee to a penalty of \$100 per incident, and shall eliminate City's liability to Licensee for any actions that City deems reasonably necessary given the specific circumstances.

ARTICLE 27 – ENTIRE AGREEMENT

This Agreement and its appendices constitute the entire agreement between the parties concerning attachments of Licensee's Communications Facilities on City's Poles or within the geographical service area covered by this Agreement. Unless otherwise expressly stated in this Agreement, all previous agreements, whether written or oral, between City and Licensee are superseded and of no further effect.

ARTICLE 28 – SEVERABILITY

If any provision or portion thereof of this Agreement is, or becomes, invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

ARTICLE 29 – GOVERNING LAW

All matters relating to this Agreement shall be governed by the laws (without reference to choice of law) of the state of Utah.

ARTICLE 30 – INCORPORATION OF RECITALS AND APPENDICIES

The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.



ARTICLE 31 – PERFORMANCE BOND

On execution of this Agreement, Licensee shall provide to City a performance bond or letter of credit in an amount of ____ (\$____). The bond shall be with an entity and in a form acceptable to the City. The purpose of the bond is to ensure Licensee’s performance of all of its obligations under this Agreement and for the payment by Licensee of any claims, liens, taxes, liquidated damages, penalties, and fees due to City that arise by reason of the construction, operation, maintenance, or removal of Licensee’s Communications Facilities on or about City’s Poles.

ARTICLE 32 – FORCE MAJEURE

- 32.1.** If either City or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible.
- 32.2.** City shall not impose any charges on Licensee stemming solely from Licensee’s inability to perform required acts during a period of unavoidable delay as described in Paragraph 32.1, provided that Licensee present City with a written description of such force majeure within a reasonable time after occurrence of the event or cause relied on, and further provided that this provision shall not operate to excuse Licensee from the timely payment of any fees or charges due City under the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

(CITY)

(LICENSEE)

BY: _____

BY: _____

Title: _____

Title: _____



DRAFT



HURRICANE CITY

STATE OF UTAH

:SS

County of _____

I, the undersigned, a Notary Public in and for the state of Utah, hereby certify that on the ____ day of _____, 20____, personally appeared before me [NAME] _____, [TITLE] _____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

Notary Public in and for the State of Utah, residing at
UTAH



LICENSEE

STATE OF UTAH

:SS

County of _____

I, the undersigned, a Notary Public in and for the state of Utah, hereby certify that on the ____ day of _____, 20____, personally appeared before me [NAME] _____, [TITLE] _____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

Notary Public in and for the State of Utah, residing at
UTAH



Appendix A – Fees and Charges

Pole Attachment Fees and Penalties

1. PAYMENTS

- a. All payments specified in this document will be made to Hurricane City.
- b. Unless otherwise stated in writing, licensee shall pay all applicable invoices within thirty (30) calendar days after the invoice has been issued.
- c. Nonpayment of any amount after thirty (30) days shall constitute a material default of the agreement.

2. REFUNDS

- a. No fees or charges shall be refunded on account of any surrender of a permit granted. Nor shall any refund be owed if a pole is not used or abandoned by the City.

3. ANNUAL FEES

- a. Pole Attachment Fee (per pole).....\$20.00
- b. Over Head Wire Storage on Pole Fee.....\$50.00

4. NON-RECURRING FEES

- a. Permit Application Fee (1-20 poles).....\$225.00
 - i. In the event over 20 poles are required a new application shall be submitted.
- b. Riser Fee.....\$50.00
- c. Make Ready Work Charges.....See Article 3 of Agreement
- d. Miscellaneous Charges.....See Article 3 of Agreement
- e. Inspection Fees.....Included with Pole Attachment Permit Application

5. PENALTY FOR FAILURE TO TRANSFER, ABANDON, or REMOVE FACILITIES

- a. If the licensee is required to transfer, abandon or remove facilities. The licensee shall be charged 1/5 the annual attachment fee per day, per pole, for the first thirty (30) days. After the initial thirty (30) days the fee shall be increased to equal the annual attachment fee per day per pole.

6. UNAUTHORIZED ATTACHEMENTS

- a. If any unauthorized attachments are discovered the owner of the communication cable shall be charged 5 times the annual attachment fee per occurrence.



Appendix B – Pole Attachment Permit Application Process

The following procedure is to be followed by each Licensee seeking to make new attachments (wireline or small cell) on Hurricane City Power's (HCP) Poles, or when overlash to existing pole tenant facilities on HCP's Poles. Note that no entity may make any Attachments to HCP's Poles or overlash to existing pole tenant facilities supported on HCP's Poles without having first entered into a binding Pole Attachment Licensing Agreement with HCP. Third parties seeking to overlash existing pole tenant facilities must also have a written overlash agreement with the pole tenant to be overlash. The overlash agreement must be provided to HCP at the time of application.

1. Licensee shall submit a written request to perform a Pre-Construction Inspection. The request must include a preliminary route description. Licensee shall have an approved professional engineer or HCP approved employee or contractor, participate in a Pre-Construction Inspection, which will include a review of the proposed Attachment(s) to determine the feasibility of the request and identify any potential Make-Ready Work. Appendix E to this Agreement contains the minimum design review information that an applicant must provide. Including a worksheet for determining the minimum specifications that the proposed attachments must meet.
2. Following the Pre-Construction Inspection, Licensee shall submit a completed Application for Permit that includes: route map, information required in Appendix E, installation plans, recommendations on Make-Ready Work, and a pole-loading and clearance analysis (if required) stamped by an approved professional engineer, registered in the State of Utah and has at least 3 years of experience in electrical City system design. Licensee shall prepare the Permit Application in adherence with the Applicable Standards, pay applicable fees and submit application to HCP.
3. HCP will review the recommendations from the inspection and the pole-loading and clearance analysis, and discuss any issues with the Licensee.
4. Upon receipt of written authorization, including payment for the Make-Ready Work charges as set out by HCP and agreed to by the Licensee, HCP will proceed with Make-Ready Work according to the specific agreed-upon installation plans and the terms of the Agreement.
5. Upon completion of the Make-Ready Work, HCP will sign and return the Application for Permit authorizing the Licensee to make its Attachment(s) in accordance with agreed-upon installation plans.

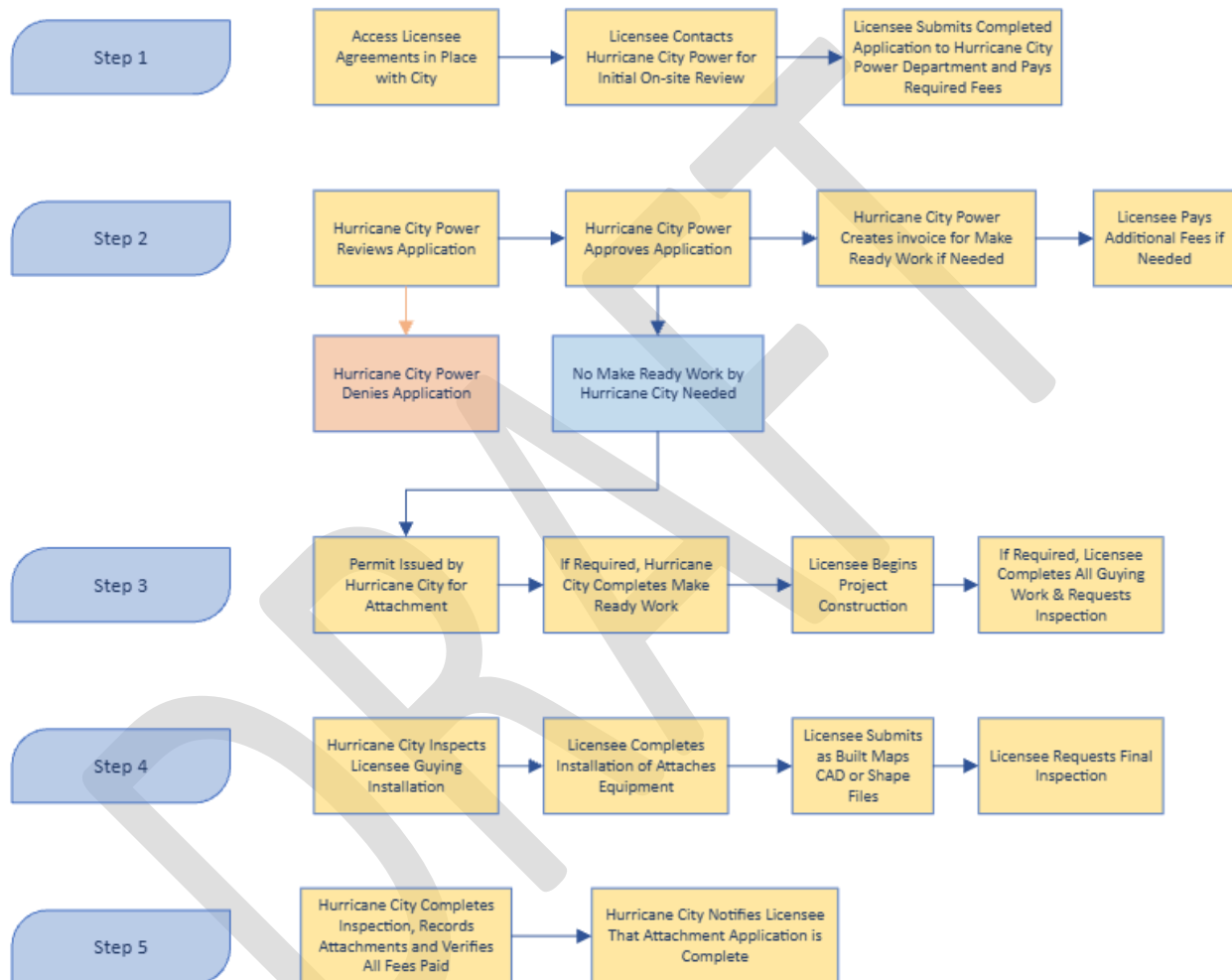


6. Unless waived in writing by HCP, the Licensee's professional engineer, HCP approved employee, or contractor shall submit written certification that he/she has completed the Post-Construction Inspection and that the installation was done in accordance with the provisions of the Permit. The Post-Construction Inspection shall be submitted within ninety (90) calendar days after installation is complete. City will verify the inspection by means that it deems to be reasonable.

DRAFT



TYPICAL POLE ATTACHMENT APPLICATION PROCESS





Appendix C – Application for Pole Attachment Permit

Application Date: ____ / ____ / ____

To:

Hurricane City Power
526 W 600 N
Hurricane, UT 84737

Fee: \$_____

Desire to: ☐ Attach to City Pole(s)

☐ Remove Attachment from City Pole(s) Fee required. No fee required.

☐ Overlash to existing facility attached to HCP pole(s)

Fee required

Permit No. _____

Superseded Permit No. _____

Number of Poles on this permit _____

Licensee Name _____

Address _____

Contract Person: Name _____ Phone _____

Title _____ Email _____

New Attachment Pole Count _____

Overlash Pole Count _____

Adding Y / N

Replacing Y / N

Removing Y / N

Removal Pole Count _____

Guying required Y / N



General Description of Proposed Installation(s)/Removal(s)

In accordance with the terms and conditions of the Pole Attachment Licensing Agreement dated _____, application is hereby made for a Permit to attach to and/or vacate Pole(s) in the locations detailed on the attached Route Map(s). Also, attached is detailed documentation and drawings as required by Appendix E of the Agreement. If applicable, the engineer's name, state, registration number, and phone number are:

Name _____

Phone _____



Permission is hereby granted to Licensee to attach and/or vacate pole(s) listed on the attached Field Date Summary Sheets, subject to payment of the necessary Make-Ready Work charges as set out by HCP and agreed to the Licensee

SUBMITTED:

Licensee _____

By _____

Title _____

Date _____

Total fees: \$ _____

Paid: ☐ Yes ☐ No

APPROVED:

Hurricane City Power Department

By _____

Title _____

Date _____

Date _____



Appendix D – Specifications for Licensee’s Attachments to City Poles

SECTION 1 – COMMUNICATION POLE ATTACHMENTS

I. GENERAL PREFACE

Hurricane City has adopted these Standards and Specifications to establish minimum requirements for the design, installation, operation, and maintenance of communication facilities attached to City-owned joint utility poles. All Attachments shall be made in accordance with the Applicable Standards, as defined in paragraph 1.2 of this agreement. These standards are required to be used by all persons engaged in the design, installation, maintenance, or operation of overhead communications systems within Hurricane City limits. These standards establish minimum requirements. Compliance with these standards does not relieve the permit holder from complying with applicable federal, state, or local laws, codes, or regulations. Where these Standards conflict with applicable federal, state, or local laws, codes, or regulations, the more restrictive requirement shall govern.

If a Contractor needs to have Hurricane City Power, which may be referred to as HCP throughout this document, provide access to electrical facilities, they are required to set up an appointment to have HCP meet them at the job site.

All costs for overhead communications systems are the responsibility of the service provider unless otherwise stated in these Standards and Specifications.

In consultation with the Hurricane City Power Board, HCP may make minor adjustments to these standards at any time to address unique or unusual circumstances or to align with updated industry standards. Within 30 days of making such adjustments to these standards, HCP shall submit a report to the Hurricane City Council detailing all changes to these standards.

SECTION 2 – ACQUIRING NEW ATTACHMENTS

I. FRANCHISE AGREEMENT

- A. All communication providers shall have a current, valid franchise agreement with Hurricane City and a current, valid pole attachment agreement with HCP prior to any attachment to a City-owned joint utility pole.



II. APPLICATION

- A. An application for new pole attachments must be submitted to HCP and approved before any new attachments are made. A permit review fee for each application to attach to 1-20 poles under a pole attachment agreement must be paid before the application is reviewed.

III. TRANSMISSION POLES

- A. New or modified attachments to transmission poles are prohibited, with the only exception being that existing copper cables on transmission poles may be replaced with smaller, lighter fiber cables. Existing attachments on transmission poles may remain, subject to the requirements of any applicable pole attachment agreements and these standards. New attachments are only permitted on distribution poles.

IV. EXISTING ATTACHMENTS

- A. All existing pole attachments by the applicant must be brought up to the standards in this document before any new applications are approved.

V. ENGINEERING REQUIREMENTS

- A. HCP may require engineering design for new attachments. When HCP determines that engineering is necessary, HCP will approve the engineering company, and all expenses will be paid by the applicant.

VI. POLE UPGRADES

- A. If a joint utility pole is required to be upgraded to facilitate a requested pole attachment, the applicant shall bear all costs associated with replacing or upgrading the joint utility pole.

SECTION 3 – COMMUNICATION RISERS

I. CONSTRUCTION

- A. All risers shall transition from Schedule 40 PVC below grade to aluminum conduit above grade with an appropriate transition coupling.
- B. PVC or fiberglass conduit shall not be attached directly to a joint utility pole.



II. MOUNTING

- A. All risers shall be clamped to a stand-off bracket. If a stand-off bracket has not been installed on a joint utility pole the communication provider shall install a 12" Aluma-Form bracket or approved equivalent at the provider's expense.
- B. A bracket shall be installed within 6 inches of the top of the conduit.
- C. No bracket shall be installed lower than 7 feet above grade.
- D. Brackets shall not be more than 10 feet apart and shall be evenly spaced.
- E. The entire length of the communication riser shall be parallel to the joint utility pole.
- F. No more than three communication risers shall be installed on any joint utility pole unless specifically approved in writing by HCP.
- G. All communication risers shall be separated by at least 2 inches.
- H. Stand-off brackets shall be installed perpendicular to the roadway. This is to ensure that a climbing space is maintained along the length of the joint utility pole.
- I. Communication riser shall attach to the inside channel of the Aluma-Form.
- J. Ground wires may be attached directly to Pole.

SECTION 4 – CABLE ATTACHMENT METHODS

I. MESSENGER STRAND ATTACHMENT

Where required, a messenger cable shall be installed to prevent excessive sagging and reduce the stress on the communication cable.

- A. Wood/Metal Pole
 - 1. Messenger strands shall be installed using a through-bolt and an approved messenger suspension clamp.
 - 2. All drilled holes shall be on roadside of the pole.
 - 3. All drilled holes for communication attachments shall be separated by 18 inches vertically.
 - 4. No more than three communication attachments shall be installed on any joint utility pole unless specifically approved in writing by HCP.

II. CABLE LASHING

- A. Communication cables shall be lashed to the messenger cable by using appropriate lashing equipment. Lashing wire shall be terminated and secured at



the pole using a lashing clamp to ensure the wire remains tight and to prevent the communication cable from loosening during normal service conditions.

III. CABLE SAG

- A. Communication cables shall be tensioned so that there is a uniform sag between all the communication cables. The provider shall determine the proper cable tension based on span length, loading, conductor type, and applicable manufacturer recommendations.
- B. No cable shall be allowed to sag such that the lowest point is less than 15.5 feet in a roadway or 9.5 feet in a pedestrian walkway.

IV. SERVICE LOOP

- A. New communication service loops are prohibited on all joint utility poles.

V. GROUNDING

- A. All communication cables shall use the #6 bare copper grounding wire on the joint utility pole as stated in NESC Rules 92C and 97G. If a grounding wire is not present on a pole, the communication provider shall immediately notify HCP. Upon approval, the communication provider shall install a ground rod and attach a #6 bare copper wire to the ground rod.

VI. INSPECTION

- A. HCP shall be notified when a new cable has been installed to schedule an inspection to verify the cable meets the standards in this document. Any required corrections shall be made before the cable is placed in service.

SECTION 5 – DOWN GUYS AND ANCHORS

I. INSTALLATION

- A. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on the City's Poles by Licensee's Attachments. Anchors must be guyed adequately.
- B. Anchors and guy wires must be installed on each City Pole where an angle or a dead-end occurs. Licensee shall make guy attachments to Poles at or below its cable Attachment. No proposed anchor can be within four (4) feet of an existing anchor without written consent of City.



- C. Licensee may not attach guy wires to the anchors of City or third-party user without the anchor owner's specific prior written consent.
- D. No attachment may be installed on a City Pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on City Poles until all required guys and anchors are installed.

II. GROUNDING

- A. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of City's Pole, in accordance to NESC rule 92C. If there is no vertical ground present at the pole, the connections to the system neutral are to be made by the City as an item of Make-Ready Work. City will determine if guys should be grounded or insulated.

SECTION 6 – TAGGING

I. MARKING

- A. Every cable shall have an aerial cable marker installed near the connection point at each joint utility pole. Tags shall be UV-resistant, weather-resistant, and permanently legible. The aerial cable marker shall have the following information clearly identified.
 - Name of the communication company that owns the cable.
 - Type of cable (telephone, fiber-optic, etc.)
 - Phone number for emergency response personnel.
 - Date of installation.
 - Tags shall be installed such that the name of the company can be clearly read from the ground.
- B. Existing cables shall have a label installed within one (1) year of the signing date of the new pole attachment agreement.
- C. All Licensee's Pedestals, Vaults and other Enclosures shall be tagged with the Licensee's name and contact information.

II. ATTACHMENT

- A. All tags shall fully wrap around the cable to avoid falling off due to high wind speeds.
- B. Tag shall be affixed to all main line cables within 1 foot of each pole with identification facing the road.



SECTION 7 – CLEARANCES

I. DEFINITIONS

- A. **SUPPLY SPACE:** The uppermost section of a utility pole that is reserved for all conductors, transformers, etc. that are responsible for the distribution and transmission of electric energy. Only authorized and qualified contractors are permitted in this space due to high-voltage hazards.
- B. **COMMUNICATION WORKER SAFETY ZONE:** The space between the supply space and communication space. This shall not be less than 48 inches and is measured from the lowest equipment in the supply space to the highest communication cable. This space is to act as a safety buffer from the high voltage hazards of the supply space.
- C. **COMMUNICATION SPACE:** The lowest space on a utility pole that is reserved for communication cables. This space is from the bottom of the communication worker safety zone and the minimum ground clearance. See road clearance or pedestrian clearance sections for additional information.

II. COMMUNICATION CABLE SEPARATION

- A. All communication cables shall be separated by no less than 18 inches.

III. STREET LIGHT CLEARANCE

- A. All communication cables shall be separated by no less than 18 inches from any streetlight drip loops. This requirement does not supersede the 48-inch minimum communication worker safety zone.

IV. SERVICE DROP CLEARANCE

- A. No communication cables shall be attached to a service mast per NEC 230.28.
- B. The 48-inch communication worker safety zone shall be maintained at the joint utility pole. The communication service drop shall maintain a 18-inch minimum separation from the supply service drop to the structure.

V. CABLE SAG AND MID-SPAN CLEARANCE

- A. At mid span all communication cables shall maintain the 18-inch minimum separation from other communication cables.



- B. At mid span communication to line conductors shall follow NESC table 235-6.
 - 12" from neutral by exception #16
 - 30" from supply lines with circuit phase-to-phase voltage from 0 to 8.7kV
 - 30" plus 0.4" per kV in excess of 8.7kV.

VI. ROAD CLEARANCE

- A. For all insulated communication conductors, messengers, overhead surge protection wires, guys, and neutral conductors that span over a road, street, or any other area that is subject to truck traffic, the minimum ground clearance shall not be less than 15.5 feet.

VII. PEDESTRIAN CLEARANCE

- A. For all insulated communication conductors, messengers, overhead surge protection wires, guys, and neutral conductors that span over spaces or ways subject to pedestrian traffic, a minimum ground clearance shall not be less than 9.5 feet.

VIII. CLIMBING SPACE

- A. All attachments shall be installed in a manner that preserves climbing space in accordance with NESC rule 236.

IX. PEDESTALS AND ENCLOSURES

- A. Every effort should be made to install Pedestals, Vaults and/or Enclosures at a minimum of five (5) feet from Poles and two and one half (2.5) feet from City Facilities, or the distance specified by the City, whichever is greater.

SECTION 8 – MAINTENANCE

I. SCOPE

- A. This section describes the required maintenance of all communication cables on joint utility poles. If HCP determines that these standards have not been met, HCP will contact the cable provider. The provider will have ninety (90) days from the notification date to correct the discrepancies. If corrective action has not been completed within ninety (90) calendar days, HCP may remove the noncompliant facilities at the owner's expense.



II. AVAILABILITY

- A. As part of signing a pole attachment agreement, every provider shall provide and maintain a local contact for HCP. This contact information shall be updated whenever changes occur.
- B. The local contact will be required to attend the regularly scheduled meetings of the City's Joint Utility Committee (JUC).

III. EMERGENCY RESPONSE

- A. In the event of an emergency, HCP will coordinate with the local contact provided. The provider's designated contact shall respond to the incident within one (1) hour and coordinate all necessary repairs.

IV. REMOVAL OF ABANDONED INFRASTRUCTURE

- A. When an aerial cable has been abandoned, that cable shall be removed completely from the joint utility pole within ninety (90) days of abandonment. Existing abandoned cables shall not be reused to support new communication cables.

V. NONCOMPLIANCE WITH STANDARDS

- A. If HCP determines that a provider has failed to comply with these Standards after written notice and expiration of the correction period, HCP may remove the noncompliant facilities at the owner's expense.



Appendix E –

Distribution Line Minimum Design Review Information and Worksheet

The following guidelines are provided, and corresponding information must be submitted with each Permit application for Pole Attachments on City's system. City may direct that certain Attachments do not require the submission of Design Review Information.

Each Permit application must include a report from a licensed professional engineer registered to practice in the state of Utah and have at least 3 years of experience in electric City system design, or a City-approved employee or contractor of Licensee. This report must clearly identify the proposed construction and must verify that the Attachments proposed will maintain City's compliance with NESC Class B construction for the loading district as outlined in the NESC Section 25.

The applicant shall provide the following information to be submitted at the time of the Permit application. The applicant shall have performed all required calculations. Applicant shall keep copies of the engineering data available for a period of twenty (20) years.

In determining compliance, the following minimum conditions shall be used in the calculations for pole strength:

1. All single-phase lines shall be assumed to have been reconducted to 1/0 ACSR conductor for both phase and neutral. If a larger conductor size exists, the larger size shall be used in the calculations.
2. All three-phase lines shall be assumed to have been to 336 ACSR Merlin conductors for three (3) phases and neutral. If existing conductors are larger than 336 ACSR, the larger size shall be used in the calculations.
3. All pole lines shall assume a secondary/service conductor, installed from pole to pole, of #4/0 AWG triplex cable, with ACSR messenger.
4. For pole strength calculations, all poles shall be as they actually exist, or be considered Class 4 for calculation. If pole data is not available.
5. All line angles or dead ends shall be guyed and anchored. Transverse pole strength shall not be assigned to attaching pole users for line angles, i.e., pole should be viewed as being void of other cables, conductors, wires, or guys and considering only the applicant's wires/cables for guying calculations.
6. Points of attachment shall be as they actually exist on the poles.



7. For a City-approved joint use of anchors, the Licensee shall utilize guy insulators in its guys.
8. Licensee shall comply with any NESC and/or City safety factors, whichever are more conservative, in their designs. The engineer for the Permit applicant shall provide for each application the following confirmations:
 - 8.1. That design is in accordance with pole strength requirements of the NESC, taking into account the effects of Utilities Facilities and other attaching entities' facilities that exist on the poles, without regard to the condition of the existing facilities.
9. Sidewalk guys are not allowed unless pre-approved by the City.
10. Other Site/Project specific requirements.

DRAFT



Required permits that have been obtained (insert n/a if not applicable)

- _____ (Y/N) Highway – State, County, City
- _____ (Y/N) Encroachment Permit Needed
- _____ (Y/N) Local zoning boards, towns boards, etc
- _____ (Y/N) Joint-use permits, if required
- _____ (Y/N) Notified other pole users of contracts or crossings

Confirm that you have:

- _____ (Y/N) Obtained appropriate franchise(s)
- _____ (Y/N) Obtained pole/anchor easements from landowners
- _____ (Y/N) Obtained crossing and overhang permits
- _____ (Y/N) Obtained permit to survey R/W
- _____ (Y/N) Completed Utah Department of Transportation (UDOT) requirements, if applicable
- _____ (Y/N) Placed permit number on plans
- _____ (Y/N) Complied with City's Underground Construction Standard requirements
- _____ (Y/N) Included sag/tension data on proposed cable

Calculations are based upon the latest edition of the NESC and the latest editions of the requirements of the State of Utah.

It is the Licensee's responsibility to obtain all necessary permits and provide the City with a copy of each.

The engineer for the Permit applicant shall provide for each Pole(s) the following information. Additional information may be required for complete analysis. (Note: other formats containing the same information is allowable.)



Project ID

Pole Number _____

Pole Class _____ [Existing-i.e., 4,3,2...]

Pole Size _____ [Existing-i.e., 35, 40...]

Pole Type _____ [Southern Yellow Pine, Douglas Fir...]

Pole Ahead Span _____ [Feet]

Pole Ahead Span Direction _____ [Degrees from Magnetic North]

Pole Back Span _____ [Feet]

Pole Back Span Direction _____ [Degrees from Magnetic North]

Calculated Bending

Moment at Ground Level _____ [ft-lbs]

Existing: Pole Configuration Information

Power phase conductor _____ quantity of _____

AWG/MCM _____ ACSR @ _____ feet above ground line

Power neutral condition _____ quantity of _____

AWG/MCM _____ ACSR @ _____ feet above ground line

Power secondary condition _____ quantity of _____

AWG/MCM _____ ACSR @ _____ feet above ground line

Power Service #1 _____ qty of _____ size @ _____ ft above ground line

Power Service #2 _____ qty of _____ size @ _____ ft above ground line

Power Service #3 _____ qty of _____ size @ _____ ft above ground line

Communication Cables _____ qty of _____ dia @ _____ ft above ground line

Communication Service #1 _____ qty of _____ dia @ _____ ft above ground line

Communication Service #2 _____ qty of _____ dia @ _____ ft above ground line



CATV Cables _____ qty of _____ dia @ _____ ft above ground line

CATV Service #1 _____ qty of _____ dia @ _____ ft above ground line

CATV Service #2 _____ qty of _____ dia @ _____ ft above ground line

User #3 cables _____ qty of _____ dia @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #2 type _____ qty of _____ size @ _____ ft above ground line

Equipment #3 type _____ qty of _____ size @ _____ ft above ground line

Proposed: Pole Configuration Information

Proposed cables _____ qty of _____ dia @ _____ ft above ground line

Proposed cables _____ qty of _____ dia @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #2 type _____ qty of _____ size @ _____ ft above ground line

The minimum vertical clearance under all loading conditions measured from the proposed cable to ground level on each conductor span shall be stated above.

Variations in topography resulting in ground elevation changes shall be considered when stating the minimum vertical clearance within a given span.

Calculated pole bending moment at ground level: _____ [ft-lbs]

Pole breaking bending moment at ground level: _____ [ft-lbs]

Calculated transverse safety factor: _____ [ratio should be greater than 1.00]



Proposed loading data [provide similar data for each cable proposed]

A. Weight data (cable and messenger)

1. Vertical weight, bare = _____ [# /ft]

B. Tension data (final tensions on messenger)

1. NESC maximum load for area of construction: _____ [lbs]

2. 60°F, NO wind: _____ [lbs]

Permit applicant's engineer shall provide for each transverse guy, or dead end to which guys and/or anchors are attached, the following information:

Pole number _____

Calculated cable messenger tension under NESC maximum loading condition _____ [lbs]

If connection is:

A dead end, is it a single or double? _____ [S, D]

A change in tension, what is change? _____ [lbs]

A line angle, what is angle change? _____ [degrees]

What is the tension change at angle? _____ [lbs]

For each dead end:

Point of Attachment for guy hook _____ [feet above ground level]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each change in tension:

Point of attachment for guy hook _____ [feet above ground level]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]



For each line angle:

Point of attachment for guy hook _____ [feet above ground level]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working tension _____ [lbs]

For each anchor:

Anchor distance to nearest anchor _____ [feet]

Calculated anchor tension _____ [lbs]

Rated anchor strength _____ [lbs]

Soil composition _____ [sandy, loam, clay, rock]



Appendix F – Field Drawing and Data Summary Sheet Instructions

Item	Instructions
City Pole Number/Object ID#	If a Pole stencil is not in place, it may be left for the City if the accompanying sketch is adequate to Determine the Location.
Communication Companies Plan Sheet Pole Number	This must correspond with the plan sheet or Pole Sketch Pole identification number.
Pole Height and Class	List the present Pole height and class, and list the proposed Pole height and class if it is necessary for the City to replace the Pole for clearance, etc.
Attachment Height	Communications Company attachment height above ground level. List guy lead in feet.
Inches Below City	The number of inches Communications Company is to be attached below City while maintaining clearance as required.
Span Length	List the back span length for each attachment.
Inches Sag	List the messenger sag for the design listed on the cover sheet at 60°F.
Ground Clearance	List the ground clearance at the low point of the back span. Must not be less than the National Electrical Safety Code (latest edition).
Tagging	1) All main lines, service drops, and enclosures are tagged with company identification as indicated in Appendix D. 2) Tag shall be affixed to all main line cables within 1 foot of each pole with identification facing the road.



Appendix G – Annual Reporting Form for Attachments

Due by February 1st each year.

Licensee Name:

Contact Name:

Contact Phone Number:

Contact Email:

Beginning date for report: _____ Ending dates for report: _____

Number of HCP Poles attached to _____

Submit updated map? (provide GIS file if available) Y / N

If no, when will maps be made available?

Answer: _____ (Date available)

Tagging system complete? Y / N

If no, when will tagging be completed?

Answer: _____ (Date to be completed)

Number of new Risers installed: _____.

(On a separate sheet, list addresses.)

Number of non-functional attachments: _____.

(On a separate sheet, list scheduled removal dates.)

Number of equipment removed from poles: _____.

(On a separate sheet, list date(s) removed and addresses.)

Number of new O.H. Storage installed: _____.

(On a separate sheet, list date(s) installed and addresses.)

Number of O.H. Storage removed or transferred to UG Box: _____.

(On a separate sheet, list date(s) and addresses.)

Number of new attachment applications/licenses completed: _____.