

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

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, July 16, 2020 commencing at 4:00 p.m.

The meeting will also be broadcast via Zoom. Persons who are allowed to comment during the meeting may also do so via Zoom. To login to the meeting you may do so by visiting: <https://zoom.us/j/99886334054> or by calling one of the following phone numbers:

Meeting ID: 994 8677 7116

One tap mobile

+13462487799,,99886334054# US (Houston)

+16699006833,,99886334054# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

Meeting ID: 998 8633 4054

Find your local number: <https://zoom.us/u/axfQj9nM0>

The agenda for the meeting is as follows:

Call to Order

Invocation

Flag Salute

1. Consent Calendar.

a. Consider approval to award bid to Interstate Rock for the Snake Hollow Bike Park Phases 2 & 3 project.

BACKGROUND and RECOMMENDATION: Phase II includes parking lot and road improvements and additional trails. Phase III includes strider course access and improvements. This was a formal bid and three bids were received. Funding is provided in part by RAP tax and Public Works budgeted funds as well as outdoor recreation grants. Staff recommends approval in the amount of \$821,981.90.

- b. **Consider approval of a Professional Services Agreement with Mainline Engineering for the Rim Rock Wash Trail design and construction management services.**

BACKGROUND and RECOMMENDATION: This trail project will extend north from the existing Virgin River North Trail to Foremaster Drive. Staff recommends approval in the amount of \$62,280.

- c. **Consider approval of a Professional Services Agreement with Sunrise Engineering for the Curly Hollow Park.**

BACKGROUND and RECOMMENDATION: This PSA includes design, construction documents, and bidding phase consultation. This community park is located at the intersection of Tonaquint Drive and Curly Hollow Drive. Staff recommends approval in the amount of \$144,300.

- d. **Consider approval of a Professional Services Agreement with Bowen, Collins, & Associates for the design of the Washington Fields Drainage Project - Phase 2.**

BACKGROUND and RECOMMENDATION: This agreement is for final design of a large storm drain trunk line that runs from 1580 East to Merrill Road east of and along 3000 East. Preliminary design has been completed previously to the extent that the location and grade could be determined as it passes by the new Temple site located along 3000 East in St. George. Staff recommends approval.

- e. **Consider approval of a Professional Services Agreement with Mainline Engineering for the roadway design of 3000 East between Mall Drive and 1580 South.**

BACKGROUND and RECOMMENDATION: This project consists of finalizing the design of full-width improvements on 3000 East between Mall Drive and 1580 South. The proposed design cost of improvements is \$53,420. The overall project will also have a large storm drain along a large portion of 3000 East in this area; however, the design of the storm drain will be in a separate agreement with a different engineering firm. Staff recommends approval.

- f. **Consider approval of a new hangar lease with First West Aviation on Lot 52B at the airport.**

BACKGROUND and RECOMMENDATION: First West Aviation (Fred Jones) is requesting to be released from their lease agreement on Lot 1C at the airport and enter into a new hangar agreement on Lot 52B instead. This will be a new hangar that will be constructed by First West Aviation. Staff recommends approval.

- g. **Consider approval of the Airport Grant Agreement for AIP 34 for the Airport Master Plan.**

BACKGROUND and RECOMMENDATION: The FAA has approved a grant for the Airport Improvement Plan (AIP) for the purpose of developing a master plan for the airport. A full master plan has not been completed for the airport previously. The proposed grant is for \$990,200 and is 100% funded by the FAA with no local match. Staff recommends approval.

h. Consider approval of a Cooperative Agreement Utah Department of Transportation for AIP 34 Airport Master Plan.

BACKGROUND and RECOMMENDATION: For each AIP grant with the FAA, a cooperative agreement with UDOT is required in order to disperse the grant funds for the project. This item is requesting approval of the coop agreement with UDOT for AIP 34, specifically for the Airport Master Plan. Staff recommends approval.

2. Consider approval of a resolution to give the City's consent and approval for Washington County Special Service District No. 1 and Republic Services to enter into the proposed 10-year Residential Waste Collection Agreement.

BACKGROUND and RECOMMENDATION: Washington County Special Service District No. 1 has had a contract with Republic Services to provide the collection and disposal of residential and commercial solid waste and after reviewing their options, they have decided it is better to extend the current agreement. Staff recommends approval.

3. Consider a resolution to approve the City entering into an agreement with Washington County Special Service District No. 1 for Municipal Billing and Collection of residential waste.

BACKGROUND and RECOMMENDATION: Washington County Special Service District No. 1 was created for the purpose of collecting and disposing of residential and commercial solid waste in Washington County. They have provided this service to the city and wish to continue these services. The city has provided the billing and collection of the billing for the District for citizens of the city. The District would like the city to enter into a new contract to continue these services. Staff recommends approval.

4. Consider approval of the RAP grant awards to local art groups.

BACKGROUND and RECOMMENDATION: Through the RAP Tax (sales tax) dedicated to recreation, arts, and parks, the City of St. George has budgeted \$275,000 to award to various groups in the City. \$25,000 is set aside through a separate agreement for Tuacahn. The remainder is awarded in varying amounts to 29 different local art groups based on their applications and recommended by the St. George Arts Commission. The awards vary in amount from \$1,000 to \$22,000. Staff recommends approval.

5. Consider approval of property purchases along River Road between Riverside Drive and 1450 South needed for widening of River Road.

BACKGROUND and RECOMMENDATION: The city is acquiring property, utility and slope easements, and temporary construction easements, along River Road for the widening project that is going to start construction in the fall of 2020. There are a total of 21 separate parcels with 12 separate property owners. This project, including property and easement acquisition, is federally funded with a local match of 6.77%. Staff recommends approval.

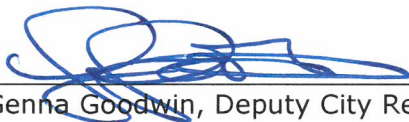
6. **Consider approval of an ordinance repealing section 3-3-5 subsection E, from the Application for License in the Alcohol Licensing Code.**

BACKGROUND and RECOMMENDATION: Section 3-3-5, subsection E required the city to post the availability of alcohol licenses if there were less than 3 available. Applications would be taken and the applications submitted to the city council to award the license to an applicant. The state law does not require cities to advertise the availability of licenses and this type of license should be treated the same as other business licenses. With this change, an application will be processed and awarded like all business licenses. Staff recommends approval.

7. **Appointments to Boards and Commissions of the City.**

8. **Reports from Mayor, Councilmembers, and City Manager.**

9. **Request a closed session to discuss litigation, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**



Genna Goodwin, Deputy City Recorder

7/14/2020

Date

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

DRAFT

Agenda Item Number : 1a

Request For Council Action

Date Submitted 07/07/2020 04:12 PM

**Proposed City Council
Date** 07/16/2020

Applicant Jeff Peay

Subject Consider approval to award bid to Interstate Rock for the Snake Hollow Bike Park Phases 2 & 3 project.

Background Phase II includes parking lot and road improvements and additional trails. Phase III includes strider course access and improvements. This was a formal bid and three bids were received. Funding is provided in part by RAP tax and Public Works budgeted funds as well as outdoor recreation grants.

Proposed Resolution Staff recommends approval

Cost \$\$821,981.90

Action Taken

Requested by Brett Whitelaw

File Attachments bidtabsnakehollowph23citycouncil070720161215.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** Yes

Approved in Budget? Yes **Amount:** 661,000 initially budgeted. Funds from Public Works and Park Im

ST. GEORGE CITY
SNAKE HOLLOW BIKE PARK PHASES II & III
Bid Opening Date: June 23, 2020



BID TABULATION

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	ROYAL T ENTERPRISES, INC.		PROGRESSIVE CONTRACTING, INC.		INTERSTATE ROCK PRODUCTS							
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT						
BID SCHEDULE A															
1A	MOBILIZATION & DEMOBILIZATION	1	LS	\$	70,000.00	\$	70,000.00	\$	34,200.00	\$	34,200.00	\$	18,502.35	\$	18,502.35
2A	PROJECT SIGN	1	LS	\$	1,500.00	\$	1,500.00	\$	787.79	\$	787.79	\$	864.79	\$	864.79
3A	TRAFFIC & PEDESTRIAN CONTROL	1	LS	\$	7,500.00	\$	7,500.00	\$	4,332.00	\$	4,332.00	\$	9,202.83	\$	9,202.83
4A	TEMPORARY CONTROLS	1	LS	\$	5,000.00	\$	5,000.00	\$	3,420.00	\$	3,420.00	\$	8,670.18	\$	8,670.18
5A	REMOVE PAVEMENT & CURB	15,550	SF	\$	2.00	\$	31,100.00	\$	0.57	\$	8,863.50	\$	0.60	\$	9,330.00
6A	SITE CLEARING & MISC. DEMOLITION	1	LS	\$	3,000.00	\$	3,000.00	\$	4,560.00	\$	4,560.00	\$	5,291.51	\$	5,291.51
7A	EXCAVATION (PLAN QUANTITY)	1,911	CY	\$	6.00	\$	11,466.00	\$	15.96	\$	30,499.56	\$	10.30	\$	19,683.30
8A	2.5" THICK HMA TRAIL W/ 6" TYPE II BASE	309	SF	\$	6.25	\$	1,931.25	\$	6.06	\$	1,872.54	\$	3.55	\$	1,096.95
9A	2.5" THICK HMA PARKING W/ 6" TYPE II BASE	40,449	SF	\$	2.40	\$	97,077.60	\$	2.40	\$	97,077.60	\$	2.26	\$	91,414.74
10A	3" THICK HMA ROADWAY W/ 8" TYPE II BASE	18,062	SF	\$	3.15	\$	56,895.30	\$	2.80	\$	50,573.60	\$	2.50	\$	45,155.00
11A	4" THICK STANDARD SIDEWALK W/ 4" TYPE II BASE	2,280	SF	\$	5.25	\$	11,970.00	\$	4.69	\$	10,693.20	\$	4.82	\$	10,989.60
12A	6' WIDTH PEDESTRIAN RAMP W/ 4" TYPE II BASE	3	EA	\$	2,200.00	\$	6,600.00	\$	2,244.38	\$	6,733.14	\$	1,670.26	\$	5,010.78
13A	9' WIDTH PEDESTRIAN RAMP W/ 4" TYPE II BASE	1	EA	\$	2,700.00	\$	2,700.00	\$	3,063.75	\$	3,063.75	\$	2,165.18	\$	2,165.18

14A	10' WIDTH PEDESTRIAN RAMP W/ 4" TYPE II BASE	7	EA	\$	2,800.00	\$	19,600.00	\$	3,420.00	\$	23,940.00	\$	2,845.62	\$	19,919.34
15A	2.5' TYPE HB30-7 CONCRETE CURB & GUTTER W/ 6" TYPE II BASE	834	LF	\$	21.00	\$	17,514.00	\$	18.31	\$	15,270.54	\$	16.92	\$	14,111.28
16A	2' CURB & GUTTER W/ 6" TYPE II BASE	1,425	LF	\$	27.00	\$	38,475.00	\$	25.15	\$	35,838.75	\$	28.01	\$	39,914.25
17A	6" PARKING CURB W/ 8" TYPE II BASE	273	LF	\$	25.00	\$	6,825.00	\$	24.01	\$	6,554.73	\$	24.27	\$	6,625.71
18A	6' STANDARD CROSS GUTTER W/ 8" TYPE II BASE	2	EA	\$	5,400.00	\$	10,800.00	\$	7,310.25	\$	14,620.50	\$	3,439.72	\$	6,879.44
19A	10' WIDTH STANDARD DRIVEWAY APRON W/ 6" TYPE II BASE	1	EA	\$	700.00	\$	700.00	\$	2,750.25	\$	2,750.25	\$	2,268.71	\$	2,268.71
20A	12" CPP STORM DRAIN PIPE	15	LF	\$	33.00	\$	495.00	\$	36.15	\$	542.25	\$	44.64	\$	669.60
21A	4"-6" BLACK BASALT RIPRAP	1	CY	\$	67.00	\$	67.00	\$	136.80	\$	136.80	\$	67.23	\$	67.23
22A	CURB CUT	10	EA	\$	58.00	\$	580.00	\$	57.00	\$	570.00	\$	260.84	\$	2,608.40
23A	STANDARD CURB INLET DOUBLE CATCH BASIN W/ GRATE	1	EA	\$	4,500.00	\$	4,500.00	\$	7,227.25	\$	7,227.25	\$	7,088.15	\$	7,088.15
24A	STANDARD CONCRETE COLLAR - ADJUST MANHOLE/BOX TO GRADE	1	LS	\$	1,500.00	\$	1,500.00	\$	228.00	\$	228.00	\$	3,046.50	\$	3,046.50
25A	BOLLARD (INSTALL ONLY)	6	EA	\$	500.00	\$	3,000.00	\$	456.00	\$	2,736.00	\$	631.36	\$	3,788.16
26A	ADA PARKING SIGN	4	EA	\$	400.00	\$	1,600.00	\$	164.73	\$	658.92	\$	388.35	\$	1,553.40
27A	STOP SIGN (30"X30")	2	EA	\$	500.00	\$	1,000.00	\$	419.17	\$	838.34	\$	376.75	\$	753.50
28A	STRIPING	1	LS	\$	3,000.00	\$	3,000.00	\$	2,278.35	\$	2,278.35	\$	2,040.28	\$	2,040.28
29A	ELECTRICAL CONDUIT, CONDUCTOR, CONNECTIONS & TIE INS	1	LS	\$	21,200.00	\$	21,200.00	\$	20,940.66	\$	20,940.66	\$	21,294.28	\$	21,294.28
30A	PARKING LOT LIGHTS	3	EA	\$	4,000.00	\$	12,000.00	\$	3,997.98	\$	11,993.94	\$	4,065.49	\$	12,196.47
31A	4' WIDE X-COUNTRY TRAIL – AT GRADE. PER DETAIL E/XCSI	9,350	LF	\$	1.50	\$	14,025.00	\$	3.42	\$	31,977.00	\$	15.44	\$	144,364.00
32A	4' WIDE X-COUNTRY TRAIL – CUT & FILL. PER DETAIL F/XCSI	2,270	LF	\$	4.50	\$	10,215.00	\$	6.84	\$	15,526.80	\$	20.55	\$	46,648.50

33A	12" CPP STORM DRAIN PIPE FOR CROSS COUNTRY TRAIL	170	LF	\$	35.00	\$	5,950.00	\$	36.15	\$	6,145.50	\$	42.16	\$	7,167.20
34A	18" CPP STORM DRAIN PIPE FOR CROSS COUNTRY TRAIL	40	LF	\$	40.00	\$	1,600.00	\$	57.26	\$	2,290.40	\$	49.23	\$	1,969.20
35A	24" CPP STORM DRAIN PIPE FOR CROSS COUNTRY TRAIL	10	LF	\$	85.00	\$	850.00	\$	82.82	\$	828.20	\$	102.55	\$	1,025.50
36A	4-6" BLACK BASALT RIPRAP, 12" DEPTH, FOR CROSS COUNTRY TRAIL STORM	40	CY	\$	70.00	\$	2,800.00	\$	66.12	\$	2,644.80	\$	67.23	\$	2,689.20
37A	RAIN BIRD CONTROL ZONE KIT, MODEL # XCZ-100-PRB-COM	10	EA	\$	400.00	\$	4,000.00	\$	399.00	\$	3,990.00	\$	405.73	\$	4,057.30
38A	TORO TWO-WIRE DECODER, MODEL # SB-DAC-1	10	EA	\$	225.00	\$	2,250.00	\$	222.30	\$	2,223.00	\$	226.05	\$	2,260.50
39A	2" NIBCO GATE VALVE	3	EA	\$	250.00	\$	750.00	\$	250.80	\$	752.40	\$	255.04	\$	765.12
40A	4" NIBCO GATE VALVE	3	EA	\$	825.00	\$	2,475.00	\$	820.80	\$	2,462.40	\$	834.66	\$	2,503.98
41A	1" SIGNATURE QUICK COUPLER (PURPLE CAP)	3	EA	\$	135.00	\$	405.00	\$	131.10	\$	393.30	\$	133.32	\$	399.96
42A	PULL BOX	3	EA	\$	100.00	\$	300.00	\$	96.90	\$	290.70	\$	98.54	\$	295.62
43A	2" SCH 40 PVC MAINLINE (PURPLE PIPE)	520	LF	\$	5.00	\$	2,600.00	\$	5.13	\$	2,667.60	\$	5.22	\$	2,714.40
44A	1" TORO BLUE STRIPE HOSE, MODEL # T-EHD2667-066	7,130	LF	\$	1.00	\$	7,130.00	\$	0.97	\$	6,916.10	\$	0.99	\$	7,058.70
45A	4" SCH 40 PVC SLEEVE	790	LF	\$	10.00	\$	7,900.00	\$	13.68	\$	10,807.20	\$	13.91	\$	10,988.90
46A	6" SCH 40 PVC SLEEVE	25	LF	\$	12.00	\$	300.00	\$	15.96	\$	399.00	\$	16.23	\$	405.75
47A	IRRIGATION CONTROLLER WIRE – 14 U.F. TWO-WIRE BLUE MAXI-WIRE	485	LF	\$	1.30	\$	630.50	\$	1.31	\$	635.35	\$	1.33	\$	645.05
48A	1" SCH 40 PVC CONDUIT - GRAY	480	LF	\$	2.00	\$	960.00	\$	2.11	\$	1,012.80	\$	2.14	\$	1,027.20
49A	DETECTABLE WARNING TAPE (PURPLE)	520	LF	\$	0.12	\$	62.40	\$	0.11	\$	57.20	\$	0.12	\$	62.40
50A	TORO 5/8" DRIP-IN PC, MODEL # PCB1810-12 WITH 1.0 GPH, 12" EMITTER	3,683	LF	\$	1.30	\$	4,787.90	\$	1.31	\$	4,824.73	\$	1.33	\$	4,898.39
51A	RAIN BIRD 1/4" DISTRIBUTION TUBING, MODEL # PT-025	7,000	LF	\$	0.30	\$	2,100.00	\$	0.29	\$	2,030.00	\$	0.29	\$	2,030.00

52A	RAIN BIRD 1/4" TUBING STAKE WITH BUG CAP, MODEL # TS-025WCAP	1,991	EA	\$	0.50	\$	995.50	\$	0.51	\$	1,015.41	\$	0.52	\$	1,035.32
53A	RAIN BIRD 0.5 GPH SINGLE OUTLET EMITTER, MODEL # XB-05PC (BLUE)	878	EA	\$	0.40	\$	351.20	\$	0.40	\$	351.20	\$	0.41	\$	359.98
54A	RAIN BIRD 2 GPH SINGLE OUTLET EMITTER, MODEL # XB-20PC (RED)	1,113	EA	\$	0.40	\$	445.20	\$	0.40	\$	445.20	\$	0.41	\$	456.33
55A	BOULDER – 2' TO 3' DIA. BLACK BASALT (FROM SITE)	345	EA	\$	18.00	\$	6,210.00	\$	17.10	\$	5,899.50	\$	17.39	\$	5,999.55
56A	BOULDER – 5' TO 6' DIA. BLACK BASALT (FROM SITE)	379	EA	\$	30.00	\$	11,370.00	\$	31.92	\$	12,097.68	\$	32.45	\$	12,298.55
57A	ROCK MULCH – 2" THICK, 1/4" MINUS REBEL RED	150	CY	\$	92.00	\$	13,800.00	\$	91.20	\$	13,680.00	\$	92.74	\$	13,911.00
58A	ROCK MULCH – 6-12" THICK, 2-4" BLACK LAVA CINDERS	210	CY	\$	67.00	\$	14,070.00	\$	66.12	\$	13,885.20	\$	67.23	\$	14,118.30
59A	TOPSOIL FOR LANDSCAPE MOUNDING	900	CY	\$	28.00	\$	25,200.00	\$	27.36	\$	24,624.00	\$	27.82	\$	25,038.00
60A	24" BOX TREE - BURGANDY LACE DESERT WILLOW (MULTI-STEM)	42	EA	\$	360.00	\$	15,120.00	\$	353.40	\$	14,842.80	\$	359.37	\$	15,093.54
61A	24" BOX TREE – RED PUSH CHINESE PISTACHE (STANDARD)	13	EA	\$	360.00	\$	4,680.00	\$	353.40	\$	4,594.20	\$	359.37	\$	4,671.81
62A	24" BOX TREE – MAVERICK MESQUITE (MULTI-STEM)	35	EA	\$	360.00	\$	12,600.00	\$	353.40	\$	12,369.00	\$	359.37	\$	12,577.95
63A	24" BOX TREE – VELVET MESQUITE (MULTI-STEM)	20	EA	\$	360.00	\$	7,200.00	\$	353.40	\$	7,068.00	\$	359.37	\$	7,187.40
64A	24" BOX TREE – SOUTHERN LIVE OAK (STANDARD)	17	EA	\$	360.00	\$	6,120.00	\$	353.40	\$	6,007.80	\$	359.37	\$	6,109.29
65A	15 GALLON SHRUB – YELLOW BIRD OF PARADISE	29	EA	\$	145.00	\$	4,205.00	\$	142.50	\$	4,132.50	\$	144.92	\$	4,202.68
66A	5 GALLON SHRUB – STARN COYOTE BUSH	152	EA	\$	40.00	\$	6,080.00	\$	39.90	\$	6,064.80	\$	40.57	\$	6,166.64
67A	5 GALLON SHRUB – CREOSOTE	39	EA	\$	40.00	\$	1,560.00	\$	39.90	\$	1,556.10	\$	40.57	\$	1,582.23
68A	5 GALLON SHRUB – HEAVENLY CLOUD TEXAS SAGE	39	EA	\$	30.00	\$	1,170.00	\$	28.50	\$	1,111.50	\$	28.99	\$	1,130.61
69A	1 GALLON SHRUB – DESERT DAISY	146	EA	\$	14.00	\$	2,044.00	\$	13.68	\$	1,997.28	\$	13.91	\$	2,030.86
70A	1 GALLON SHRUB – GERMANDER	38	EA	\$	14.00	\$	532.00	\$	13.68	\$	519.84	\$	13.91	\$	528.58

71A	15 GALLON SUCCULENT – SPANISH DAGGER	17	EA	\$	190.00	\$	3,230.00	\$	188.10	\$	3,197.70	\$	191.28	\$	3,251.76
72A	15 GALLON SUCCULENT – BLUE YUCCA	7	EA	\$	190.00	\$	1,330.00	\$	1,328.10	\$	9,296.70	\$	191.28	\$	1,338.96
73A	5 GALLON SUCCULENT – ROUGH LEAVED AGAVE	86	EA	\$	50.00	\$	4,300.00	\$	47.88	\$	4,117.68	\$	48.69	\$	4,187.34
74A	5 GALLON SHRUB – GRAY DESERT SPOON	57	EA	\$	32.00	\$	1,824.00	\$	31.92	\$	1,819.44	\$	32.45	\$	1,849.65
75A	5 GALLON SUCCULENT – GOLDEN BARREL CACTUS	70	EA	\$	37.00	\$	2,590.00	\$	36.48	\$	2,553.60	\$	37.09	\$	2,596.30
76A	5 GALLON SUCCULENT – GIANT HESPERALOE	64	EA	\$	32.00	\$	2,048.00	\$	31.92	\$	2,042.88	\$	32.45	\$	2,076.80
77A	5 GALLON SUCCULENT – RED YUCCA	55	EA	\$	21.00	\$	1,155.00	\$	20.52	\$	1,128.60	\$	20.87	\$	1,147.85
78A	5 GALLON SUCCULENT – ENGELMANN'S PRICKLY PEAR	23	EA	\$	32.00	\$	736.00	\$	31.92	\$	734.16	\$	32.45	\$	746.35
79A	5 GALLON SUCCULENT – CINNAMON BUNNY EARS	61	EA	\$	32.00	\$	1,952.00	\$	31.92	\$	1,947.12	\$	32.45	\$	1,979.45
80A	5 GALLON SUCCULENT – BANANA YUCCA	124	EA	\$	32.00	\$	3,968.00	\$	31.92	\$	3,958.08	\$	32.45	\$	4,023.80
81A	5 GALLON SUCCULENT – WEEPING YUCCA	54	EA	\$	32.00	\$	1,728.00	\$	31.92	\$	1,723.68	\$	32.45	\$	1,752.30

BID SCHEDULE A SUBTOTAL					SUBTOTAL	\$	680,300.85		SUBTOTAL	\$	667,458.09		SUBTOTAL	\$	775,627.96
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BID SCHEDULE B

1B	MOBILIZATION & DEMOBILIZATION	1	LS	\$	15,000.00	\$	15,000.00	\$	10,260.00	\$	10,260.00	\$	8,625.31	\$	8,625.31
2B	TEMPORARY CONTROLS	1	LS	\$	2,000.00	\$	2,000.00	\$	3,420.00	\$	3,420.00	\$	8,373.47	\$	8,373.47
3B	SITE CLEARING & MISC. DEMOLITION	1	LS	\$	2,000.00	\$	2,000.00	\$	3,420.00	\$	3,420.00	\$	5,291.75	\$	5,291.75
4B	EXCAVATION (PLAN QUANTITY)	859	CY	\$	6.00	\$	5,154.00	\$	15.96	\$	13,709.64	\$	40.41	\$	34,712.19
5B	4" THICK SIDEWALK W/ 4" TYPE II BASE	11,212	SF	\$	6.25	\$	70,075.00	\$	5.35	\$	59,984.20	\$	4.83	\$	54,153.96
6B	5" THICK CONCRETE W/ 6" TYPE II BASE (PAVILION PAD)	842	SF	\$	8.00	\$	6,736.00	\$	7.06	\$	5,944.52	\$	5.89	\$	4,959.38

7B	12" CPP STORM DRAIN PIPE	128	LF	\$	35.00	\$	4,480.00	\$	31.59	\$	4,043.52	\$	41.63	\$	5,328.64
8B	4"-6" BLACK BASALT RIPRAP	28	CY	\$	70.00	\$	1,960.00	\$	66.12	\$	1,851.36	\$	67.23	\$	1,882.44
9B	BASALT ROCK WALL (4'-8' HEIGHT)	95	LF	\$	75.00	\$	7,125.00	\$	95.76	\$	9,097.20	\$	13.62	\$	1,293.90
10B	BASALT ROCK WALL (4' HEIGHT & UNDER)	330	LF	\$	45.00	\$	14,850.00	\$	63.84	\$	21,067.20	\$	13.62	\$	4,494.60
11B	PEDESTRIAN RAILING W/ CONCRETE THICKENED EDGE	95	LF	\$	120.00	\$	11,400.00	\$	137.31	\$	13,044.45	\$	122.10	\$	11,599.50
12B	PAVILION (INSTALL ONLY)	1	LS	\$	11,500.00	\$	11,500.00	\$	22,800.00	\$	22,800.00	\$	28,136.07	\$	28,136.07
13B	STOP SIGN (18"X18")	2	EA	\$	500.00	\$	1,000.00	\$	241.03	\$	482.06	\$	376.76	\$	753.52
14B	ELECTRICAL CONDUIT, CONDUCTOR, CONNECTIONS & TIE INS	1	LS	\$	7,000.00	\$	7,000.00	\$	6,671.28	\$	6,671.28	\$	6,784.05	\$	6,784.05
15B	LOG RIDE FEATURE. PER DETAIL H/SC-1	3	EA	\$	1,000.00	\$	3,000.00	\$	3,192.00	\$	9,576.00	\$	1,053.11	\$	3,159.33
16B	SNAKE HEAD CUTOUT. PER DEAIL I/SC-2	1	EA	\$	3,500.00	\$	3,500.00	\$	7,194.26	\$	7,194.26	\$	679.57	\$	679.57
17B	ROCK (RATTLE) CAIRN. PER DETAIL J/SC-2	5	EA	\$	1,500.00	\$	7,500.00	\$	3,648.00	\$	18,240.00	\$	405.73	\$	2,028.65
18B	RAIN BIRD CONTROL ZONE KIT, MODEL # XCZ-100-PRB-COM	3	EA	\$	400.00	\$	1,200.00	\$	399.00	\$	1,197.00	\$	226.06	\$	678.18
19B	TORO TWO-WIRE DECODER, MODEL # SB-DAC-1	3	EA	\$	225.00	\$	675.00	\$	222.30	\$	666.90	\$	255.05	\$	765.15
20B	2" NIBCO GATE VALVE	4	EA	\$	250.00	\$	1,000.00	\$	250.80	\$	1,003.20	\$	133.31	\$	533.24
21B	1" SIGNATURE QUICK COUPLER (PURPLE CAP)	4	EA	\$	135.00	\$	540.00	\$	131.10	\$	524.40	\$	98.53	\$	394.12
22B	PULL BOX	1	EA	\$	100.00	\$	100.00	\$	96.90	\$	96.90	\$	5.21	\$	5.21
23B	2" SCH 40 PVC MAINLINE (PURPLE PIPE)	410	LF	\$	5.00	\$	2,050.00	\$	5.13	\$	2,103.30	\$	0.98	\$	401.80
24B	1" TORO BLUE STRIPE HOSE, MODEL # T-EHD2667-066	2,470	LF	\$	1.00	\$	2,470.00	\$	0.97	\$	2,395.90	\$	13.91	\$	34,357.70
25B	4" SCH 40 PVC SLEEVE	200	LF	\$	10.00	\$	2,000.00	\$	13.68	\$	2,736.00	\$	1.33	\$	266.00

26B	IRRIGATION CONTROLLER WIRE – 14 U.F. TWO-WIRE BLUE MAXI-WIRE	140	LF	\$	1.30	\$	182.00	\$	1.31	\$	183.40	\$	2.15	\$	301.00
27B	1" SCH 40 PVC CONDUIT - GRAY	135	LF	\$	2.00	\$	270.00	\$	2.11	\$	284.85	\$	0.11	\$	14.85
28B	DETECTABLE WARNING TAPE (PURPLE)	410	LF	\$	0.12	\$	49.20	\$	0.01	\$	4.10	\$	1.33	\$	545.30
29B	TORO 5/8" DRIP-IN PC, MODEL # PCB1810-12 WITH 1.0 GPH, 12" EMITTER	1,392	LF	\$	1.30	\$	1,809.60	\$	1.31	\$	1,823.52	\$	0.29	\$	403.68
30B	RAIN BIRD 1/4" DISTRIBUTION TUBING, MODEL # PT-025	800	LF	\$	0.30	\$	240.00	\$	0.29	\$	232.00	\$	0.53	\$	424.00
31B	RAIN BIRD 1/4" TUBING STAKE WITH BUG CAP, MODEL # TS-025WCAP	219	EA	\$	0.50	\$	109.50	\$	0.51	\$	111.69	\$	0.40	\$	87.60
32B	RAIN BIRD 0.5 GPH SINGLE OUTLET EMITTER, MODEL # XB-05PC (BLUE)	114	EA	\$	0.40	\$	45.60	\$	0.40	\$	45.60	\$	0.40	\$	45.60
33B	RAIN BIRD 2 GPH SINGLE OUTLET EMITTER, MODEL # XB-20PC (RED)	105	EA	\$	0.40	\$	42.00	\$	0.40	\$	42.00	\$	17.39	\$	1,825.95
34B	BOULDER – 2' TO 3' DIA. BLACK BASALT (FROM SITE)	16	EA	\$	18.00	\$	288.00	\$	17.10	\$	273.60	\$	32.45	\$	519.20
35B	BOULDER – 5' TO 6' DIA. BLACK BASALT (FROM SITE)	33	EA	\$	30.00	\$	990.00	\$	31.92	\$	1,053.36	\$	67.23	\$	2,218.59
36B	ROCK MULCH – 6-12" THICK, 2-4" BLACK LAVA CINDERS	32	CY	\$	67.00	\$	2,144.00	\$	66.12	\$	2,115.84	\$	359.37	\$	11,499.84
37B	24" BOX TREE - BURGANDY LACE DESERT WILLOW (MULTI-STEM)	17	EA	\$	360.00	\$	6,120.00	\$	353.40	\$	6,007.80	\$	359.37	\$	6,109.29
38B	24" BOX TREE – MAVERICK MESQUITE (MULTI-STEM)	15	EA	\$	360.00	\$	5,400.00	\$	353.40	\$	5,301.00	\$	359.37	\$	5,390.55
39B	24" BOX TREE – VELVET MESQUITE (MULTI-STEM)	16	EA	\$	360.00	\$	5,760.00	\$	353.40	\$	5,654.40	\$	144.92	\$	2,318.72
40B	15 GALLON SHRUB – YELLOW BIRD OF PARADISE	7	EA	\$	145.00	\$	1,015.00	\$	142.50	\$	997.50	\$	40.57	\$	283.99
41B	5 GALLON SHRUB – STARN COYOTE BUSH	42	EA	\$	40.00	\$	1,680.00	\$	39.90	\$	1,675.80	\$	40.57	\$	1,703.94
42B	5 GALLON SHRUB – CREOSOTE	30	EA	\$	40.00	\$	1,200.00	\$	39.90	\$	1,197.00	\$	32.45	\$	973.50
43B	5 GALLON SUCCULENT – BANANA YUCCA	27	EA	\$	32.00	\$	864.00	\$	31.92	\$	861.84	\$	32.45	\$	876.15
BID SCHEDULE B SUBTOTAL					SUBTOTAL	\$	212,523.90	SUBTOTAL	\$	249,394.59	SUBTOTAL	\$	255,199.48		

BID SCHEDULE C															
1C	MOBILIZATION & DEMOBILIZATION	1	LS	\$	25,000.00	\$	25,000.00	\$	8,550.00	\$	8,550.00	\$	8,625.31	\$	8,625.31
2C	TRAFFIC & PEDESTRIAN CONTROL	1	LS	\$	5,000.00	\$	5,000.00	\$	3,420.00	\$	3,420.00	\$	9,203.12	\$	9,203.12
3C	TEMPORARY CONTROLS	1	LS	\$	3,000.00	\$	3,000.00	\$	3,420.00	\$	3,420.00	\$	8,373.47	\$	8,373.47
4C	REMOVE PAVEMENT & CURB	1,078	SF	\$	2.00	\$	2,156.00	\$	0.86	\$	927.08	\$	0.90	\$	970.20
5C	SITE CLEARING & MISC. DEMOLITION	1	LS	\$	4,000.00	\$	4,000.00	\$	3,420.00	\$	3,420.00	\$	5,491.41	\$	5,491.41
6C	EXCAVATION (PLAN QUANTITY)	971	CY	\$	6.00	\$	5,826.00	\$	15.96	\$	15,497.16	\$	39.07	\$	37,936.97
7C	2.5" THICK HMA TRAIL W/ 6" TYPE II BASE	5,012	SF	\$	3.90	\$	19,546.80	\$	2.82	\$	14,133.84	\$	2.26	\$	11,327.12
8C	2.5" THICK HMA PARKING W/ 6" TYPE II BASE	19,366	SF	\$	2.65	\$	51,319.90	\$	2.40	\$	46,478.40	\$	2.39	\$	46,284.74
9C	3" THICK HMA ROADWAY W/ 8" TYPE II BASE	637	SF	\$	7.00	\$	4,459.00	\$	4.22	\$	2,688.14	\$	2.54	\$	1,617.98
10C	4" THICK STANDARD SIDEWALK W/ 4" TYPE II BASE	1,898	SF	\$	5.25	\$	9,964.50	\$	4.81	\$	9,129.38	\$	4.85	\$	9,205.30
11C	6' WIDTH PEDESTRIAN RAMP W/ 4" TYPE II BASE	2	EA	\$	2,200.00	\$	4,400.00	\$	2,002.13	\$	4,004.26	\$	1,825.00	\$	3,650.00
12C	9' WIDTH PEDESTRIAN RAMP W/ 4" TYPE II BASE	1	EA	\$	2,700.00	\$	2,700.00	\$	2,530.80	\$	2,530.80	\$	2,165.24	\$	2,165.24
13C	10' WIDTH PEDESTRIAN RAMP W/ 4" TYPE II BASE	4	EA	\$	2,800.00	\$	11,200.00	\$	2,693.25	\$	10,773.00	\$	3,193.77	\$	12,775.08
14C	2' CURB & GUTTER W/ 6" TYPE II BASE	901	LF	\$	29.00	\$	26,129.00	\$	27.04	\$	24,363.04	\$	28.01	\$	25,237.01
15C	10" CURB W/ 8" TYPE II BASE	21	LF	\$	30.00	\$	630.00	\$	29.61	\$	621.81	\$	28.03	\$	588.63
16C	6' STANDARD CROSS GUTTER W/ 8" TYPE II BASE	1	EA	\$	5,400.00	\$	5,400.00	\$	7,796.75	\$	7,796.75	\$	3,395.41	\$	3,395.41
17C	12" CPP STORM DRAIN PIPE	97	LF	\$	33.00	\$	3,201.00	\$	31.59	\$	3,064.23	\$	42.22	\$	4,095.34
18C	36" STORM DRAIN PIPE	22	LF	\$	75.00	\$	1,650.00	\$	136.12	\$	2,994.64	\$	114.96	\$	2,529.12

19C	4"-6" BLACK BASALT RIPRAP	7	CY	\$	67.00	\$	469.00	\$	66.12	\$	462.84	\$	67.23	\$	470.61
20C	CURB CUT	3	EA	\$	58.00	\$	174.00	\$	57.00	\$	171.00	\$	289.81	\$	869.43
21C	BOLLARD (INSTALL ONLY)	4	EA	\$	500.00	\$	2,000.00	\$	570.00	\$	2,280.00	\$	643.79	\$	2,575.16
22C	ADA PARKING SIGN	2	EA	\$	400.00	\$	800.00	\$	168.91	\$	337.82	\$	388.36	\$	776.72
23C	STOP SIGN (30"X30")	1	EA	\$	500.00	\$	500.00	\$	424.92	\$	424.92	\$	376.76	\$	376.76
24C	STRIPING	1	LS	\$	2,000.00	\$	2,000.00	\$	2,935.50	\$	2,935.50	\$	2,985.12	\$	2,985.12
25C	RAIN BIRD CONTROL ZONE KIT, MODEL # XCZ-100-PRB-COM	5	EA	\$	400.00	\$	2,000.00	\$	399.00	\$	1,995.00	\$	405.73	\$	2,028.65
26C	TORO TWO-WIRE DECODER, MODEL # SB-DAC-1	5	EA	\$	225.00	\$	1,125.00	\$	222.30	\$	1,111.50	\$	226.06	\$	1,130.30
27C	4" NIBCO GATE VALVE	5	EA	\$	825.00	\$	4,125.00	\$	820.80	\$	4,104.00	\$	834.67	\$	4,173.35
28C	1" SIGNATURE QUICK COUPLER (PURPLE CAP)	2	EA	\$	135.00	\$	270.00	\$	131.10	\$	262.20	\$	133.31	\$	266.62
29C	PULL BOX	6	EA	\$	100.00	\$	600.00	\$	96.90	\$	581.40	\$	98.53	\$	591.18
30C	4" SCH 40 PVC MAINLINE (PURPLE PIPE)	550	LF	\$	10.00	\$	5,500.00	\$	9.69	\$	5,329.50	\$	9.85	\$	5,417.50
31C	1" TORO BLUE STRIPE HOSE, MODEL # T-EHD2667-066	4,000	LF	\$	1.00	\$	4,000.00	\$	0.97	\$	3,880.00	\$	0.98	\$	3,920.00
32C	4" SCH 40 PVC SLEEVE	630	LF	\$	10.00	\$	6,300.00	\$	13.68	\$	8,618.40	\$	13.91	\$	8,763.30
33C	6" SCH 40 PVC SLEEVE	170	LF	\$	12.00	\$	2,040.00	\$	15.96	\$	2,713.20	\$	16.24	\$	2,760.80
34C	IRRIGATION CONTROLLER WIRE – 14 U.F. TWO-WIRE BLUE MAXI-WIRE	575	LF	\$	1.30	\$	747.50	\$	1.31	\$	753.25	\$	1.33	\$	764.75
35C	1" SCH 40 PVC CONDUIT - GRAY	570	LF	\$	2.00	\$	1,140.00	\$	2.11	\$	1,202.70	\$	2.15	\$	1,225.50
36C	DETECTABLE WARNING TAPE (PURPLE)	550	LF	\$	0.12	\$	66.00	\$	0.11	\$	60.50	\$	0.11	\$	60.50
37C	TORO 5/8" DRIP-IN PC, MODEL # PCB1810-12 WITH 1.0 GPH, 12" EMITTER	2,030	LF	\$	1.30	\$	2,639.00	\$	1.31	\$	2,659.30	\$	1.33	\$	2,699.90

38C	RAIN BIRD 1/4" DISTRIBUTION TUBING, MODEL # PT-025	3,200	LF	\$	0.30	\$	960.00	\$	0.29	\$	928.00	\$	0.29	\$	928.00
39C	RAIN BIRD 1/4" TUBING STAKE WITH BUG CAP, MODEL # TS-025WCAP	901	EA	\$	0.50	\$	450.50	\$	0.51	\$	459.51	\$	0.53	\$	477.53
40C	RAIN BIRD 0.5 GPH SINGLE OUTLET EMITTER, MODEL # XB-05PC (BLUE)	381	EA	\$	0.40	\$	152.40	\$	0.40	\$	152.40	\$	0.40	\$	152.40
41C	RAIN BIRD 2 GPH SINGLE OUTLET EMITTER, MODEL # XB-20PC (RED)	520	EA	\$	0.40	\$	208.00	\$	0.40	\$	208.00	\$	0.40	\$	208.00
42C	BOULDER – 2' TO 3' DIA. BLACK BASALT (FROM SITE)	120	EA	\$	18.00	\$	2,160.00	\$	17.10	\$	2,052.00	\$	17.39	\$	2,086.80
43C	BOULDER – 5' TO 6' DIA. BLACK BASALT (FROM SITE)	157	EA	\$	30.00	\$	4,710.00	\$	31.92	\$	5,011.44	\$	32.45	\$	5,094.65
44C	ROCK MULCH – 2" THICK, 1/4" MINUS REBEL RED	50	CY	\$	92.00	\$	4,600.00	\$	91.20	\$	4,560.00	\$	92.74	\$	4,637.00
45C	ROCK MULCH – 6-12" THICK, 2-4" BLACK LAVA CINDERS	88	CY	\$	67.00	\$	5,896.00	\$	66.12	\$	5,818.56	\$	67.23	\$	5,916.24
46C	TOPSOIL FOR LANDSCAPE MOUNDING	600	CY	\$	28.00	\$	16,800.00	\$	27.36	\$	16,416.00	\$	27.82	\$	16,692.00
47C	24" BOX TREE - BURGANDY LACE DESERT WILLOW (MULTI-STEM)	18	EA	\$	360.00	\$	6,480.00	\$	353.40	\$	6,361.20	\$	359.37	\$	6,468.66
48C	24" BOX TREE – RED PUSH CHINESE PISTACHE (STANDARD)	11	EA	\$	360.00	\$	3,960.00	\$	353.40	\$	3,887.40	\$	359.37	\$	3,953.07
49C	24" BOX TREE – MAVERICK MESQUITE (MULTI-STEM)	21	EA	\$	360.00	\$	7,560.00	\$	353.40	\$	7,421.40	\$	359.37	\$	7,546.77
50C	24" BOX TREE – VELVET MESQUITE (MULTI-STEM)	12	EA	\$	360.00	\$	4,320.00	\$	353.40	\$	4,240.80	\$	359.37	\$	4,312.44
51C	24" BOX TREE – SOUTHERN LIVE OAK (STANDARD)	8	EA	\$	360.00	\$	2,880.00	\$	353.40	\$	2,827.20	\$	359.37	\$	2,874.96
52C	15 GALLON SHRUB – YELLOW BIRD OF PARADISE	14	EA	\$	145.00	\$	2,030.00	\$	142.50	\$	1,995.00	\$	144.92	\$	2,028.88
53C	5 GALLON SHRUB – STARN COYOTE BUSH	94	EA	\$	40.00	\$	3,760.00	\$	39.90	\$	3,750.60	\$	40.57	\$	3,813.58
54C	5 GALLON SHRUB – CREOSOTE	29	EA	\$	40.00	\$	1,160.00	\$	39.90	\$	1,157.10	\$	40.57	\$	1,176.53
55C	5 GALLON SHRUB – HEAVENLY CLOUD TEXAS SAGE	17	EA	\$	30.00	\$	510.00	\$	28.50	\$	484.50	\$	28.99	\$	492.83
56C	1 GALLON SHRUB – DESERT DAISY	52	EA	\$	14.00	\$	728.00	\$	13.68	\$	711.36	\$	13.91	\$	723.32

57C	1 GALLON SHRUB – GERMANDER	16	EA	\$	14.00	\$	224.00	\$	13.68	\$	218.88	\$	13.91	\$	222.56
58C	15 GALLON SUCCULENT – SPANISH DAGGER	4	EA	\$	190.00	\$	760.00	\$	188.10	\$	752.40	\$	191.28	\$	765.12
59C	15 GALLON SUCCULENT – BLUE YUCCA	5	EA	\$	190.00	\$	950.00	\$	188.10	\$	940.50	\$	191.28	\$	956.40
60C	5 GALLON SUCCULENT – ROUGH LEAVED AGAVE	27	EA	\$	50.00	\$	1,350.00	\$	47.88	\$	1,292.76	\$	48.69	\$	1,314.63
61C	5 GALLON SHRUB – GRAY DESERT SPOON	28	EA	\$	32.00	\$	896.00	\$	31.92	\$	893.76	\$	32.45	\$	908.60
62C	5 GALLON SUCCULENT – GOLDEN BARREL CACTUS	19	EA	\$	37.00	\$	703.00	\$	36.48	\$	693.12	\$	37.09	\$	704.71
63C	5 GALLON SUCCULENT – GIANT HESPERALOE	35	EA	\$	32.00	\$	1,120.00	\$	31.92	\$	1,117.20	\$	32.45	\$	1,135.75
64C	5 GALLON SUCCULENT – ENGELMANN'S PRICKLY PEAR	7	EA	\$	32.00	\$	224.00	\$	31.92	\$	223.44	\$	32.45	\$	227.15
65C	5 GALLON SUCCULENT – CINNAMON BUNNY EARS	17	EA	\$	32.00	\$	544.00	\$	31.92	\$	542.64	\$	32.45	\$	551.65
66C	5 GALLON SUCCULENT – BANANA YUCCA	78	EA	\$	32.00	\$	2,496.00	\$	31.92	\$	2,489.76	\$	32.45	\$	2,531.10
67C	5 GALLON SUCCULENT – WEEPING YUCCA	31	EA	\$	32.00	\$	992.00	\$	31.92	\$	989.52	\$	32.45	\$	1,005.95
BID SCHEDULE C SUBTOTAL				SUBTOTAL		\$	301,661.60	SUBTOTAL		\$	282,292.01	SUBTOTAL		\$	315,234.88
GRAND TOTAL				TOTAL		\$	1,194,486.35	TOTAL		\$	1,199,144.69	TOTAL		\$	1,346,062.32

Due to bids being over the allocated budget, Schedule C and the cross country loop bid items from Schedule A were removed from the project resulting in the following bid results:

	Royal T Enterprises, Inc.		Progressive Contracting, Inc.		Interstate Rock Products	
Schedule A, Minus Cross Country Loop		\$ 640,795.97		\$ 604,836.72		\$ 566,782.42
Schedule B, No Change		\$ 212,523.90		\$ 249,394.59		\$ 255,199.48
Schedule C, Remove Entirely		\$ -		\$ -		\$ -
TOTAL		\$ 853,319.87		\$ 854,231.31		\$ 821,981.90

DRAFT

Agenda Item Number : 1b

Request For Council Action

Date Submitted 07/07/2020 02:51 PM

**Proposed City Council
Date** 07/16/2020

Applicant Jeff Peay

Subject Consider approval of a Professional Services Agreement with Mainline Engineering for the Rim Rock Wash Trail design and construction management services.

Background This trail project will extend north from the existing Virgin River North Trail to Foremaster Drive.

Proposed Resolution Staff Recommends Approval

Cost \$62,280.00

Action Taken

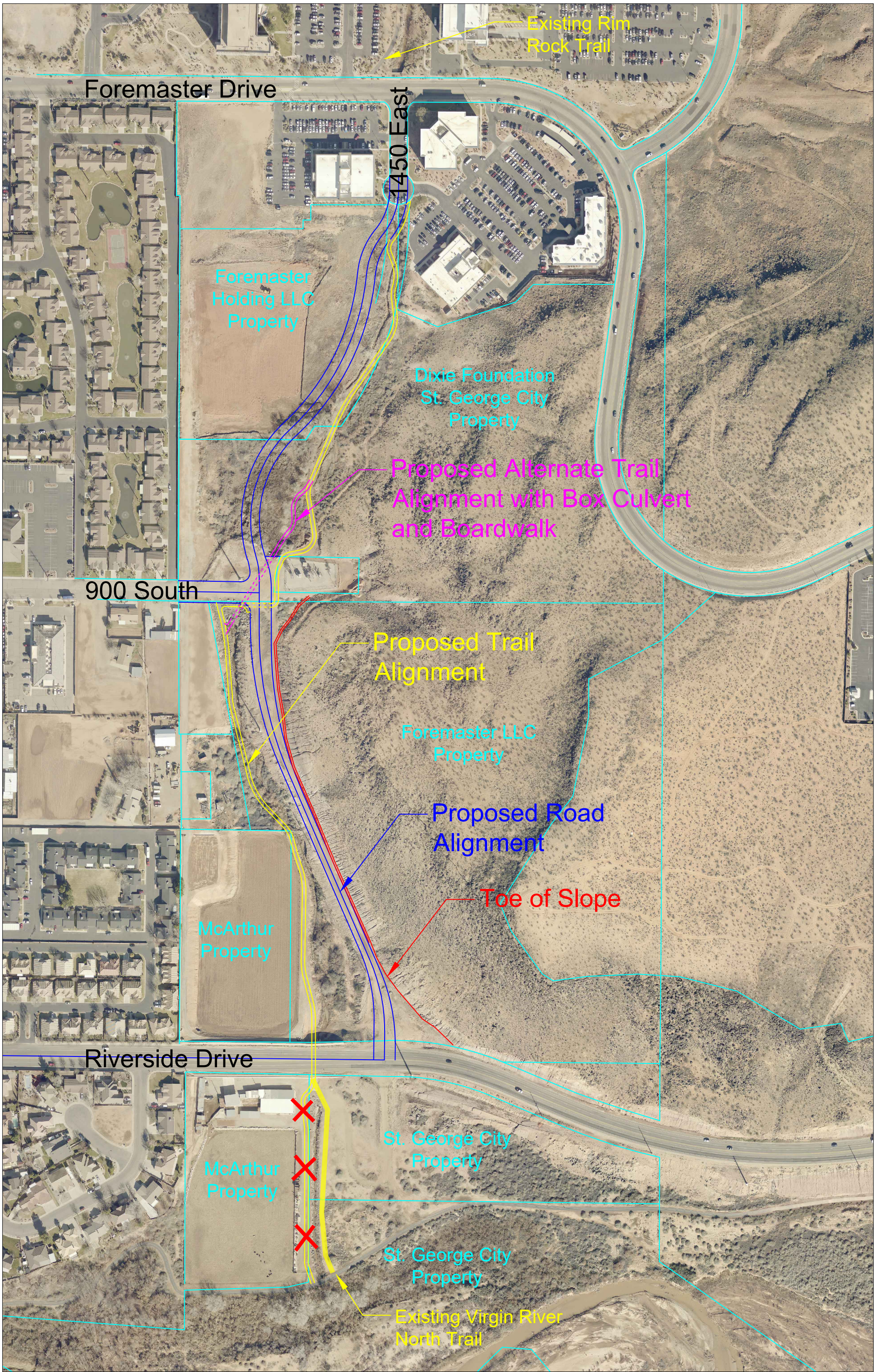
Requested by Brett Whitelaw

File Attachments roadandtrailalignment4-4-2017070720145111.pdf

**Approved by Legal
Department?** Yes

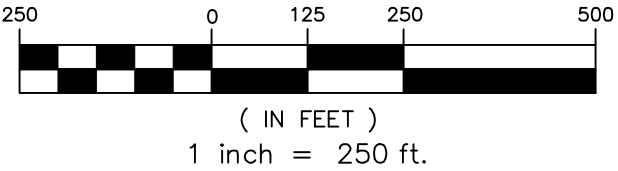
**Approved by City Admin
Services?** Yes

Approved in Budget? Yes **Amount:** 927,000.00 (total project budget)



Road and Trail Alignment
Foremaster Property

Date: April 4, 2017



DRAFT

Agenda Item Number : 1c

Request For Council Action

Date Submitted 07/07/2020 02:57 PM

**Proposed City Council
Date** 07/16/2020

Applicant Jeff Peay

Subject Consider approval of a Professional Services Agreement with Sunrise Engineering for the Curly Hollow Park.

Background This PSA includes design, construction documents, and bidding phase consultation. This community park is located at the intersection of Tonaquint Drive and Curly Hollow Drive.

Proposed Resolution Staff Recommends Approval

Cost \$144,300.00

Action Taken

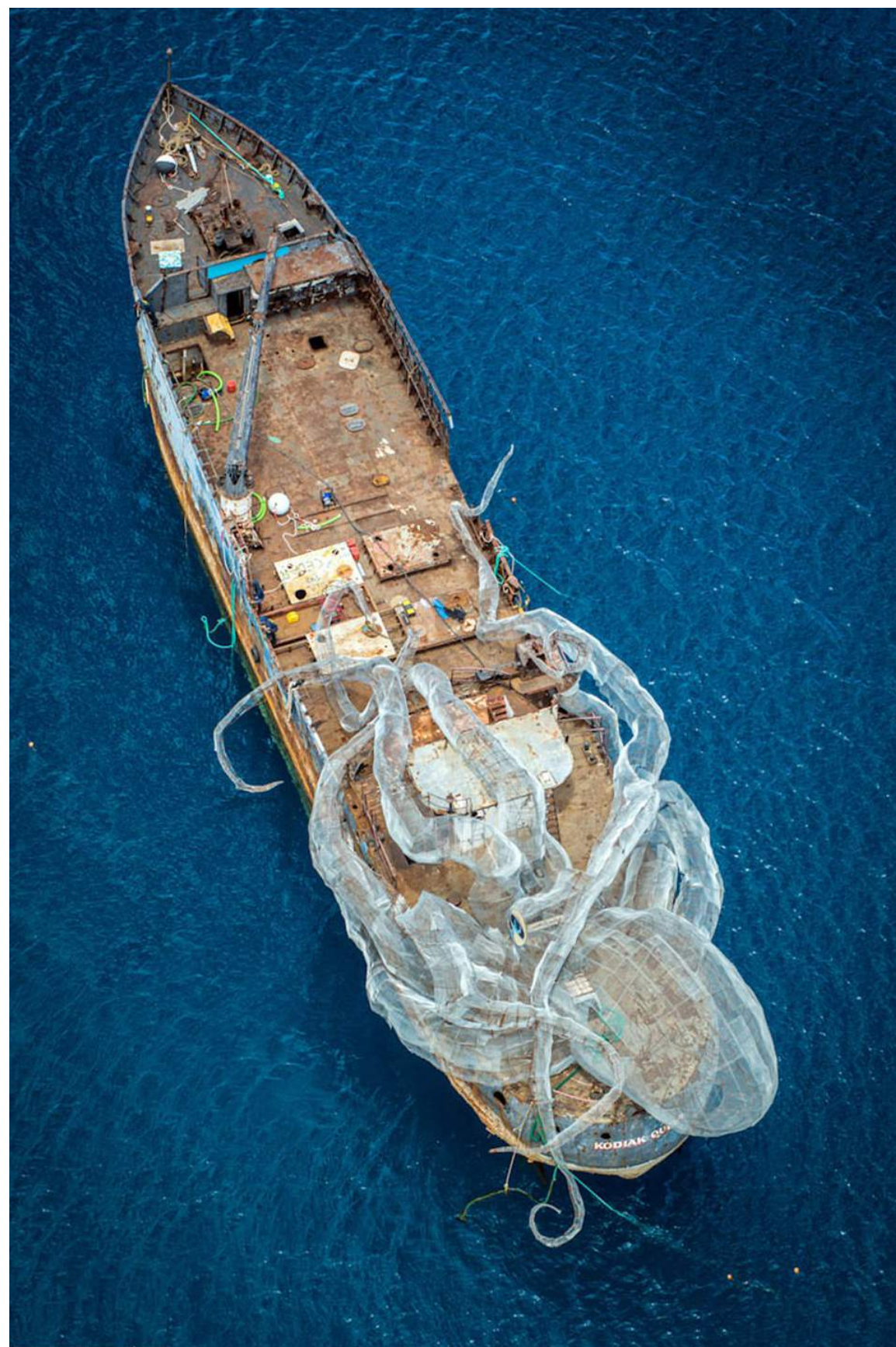
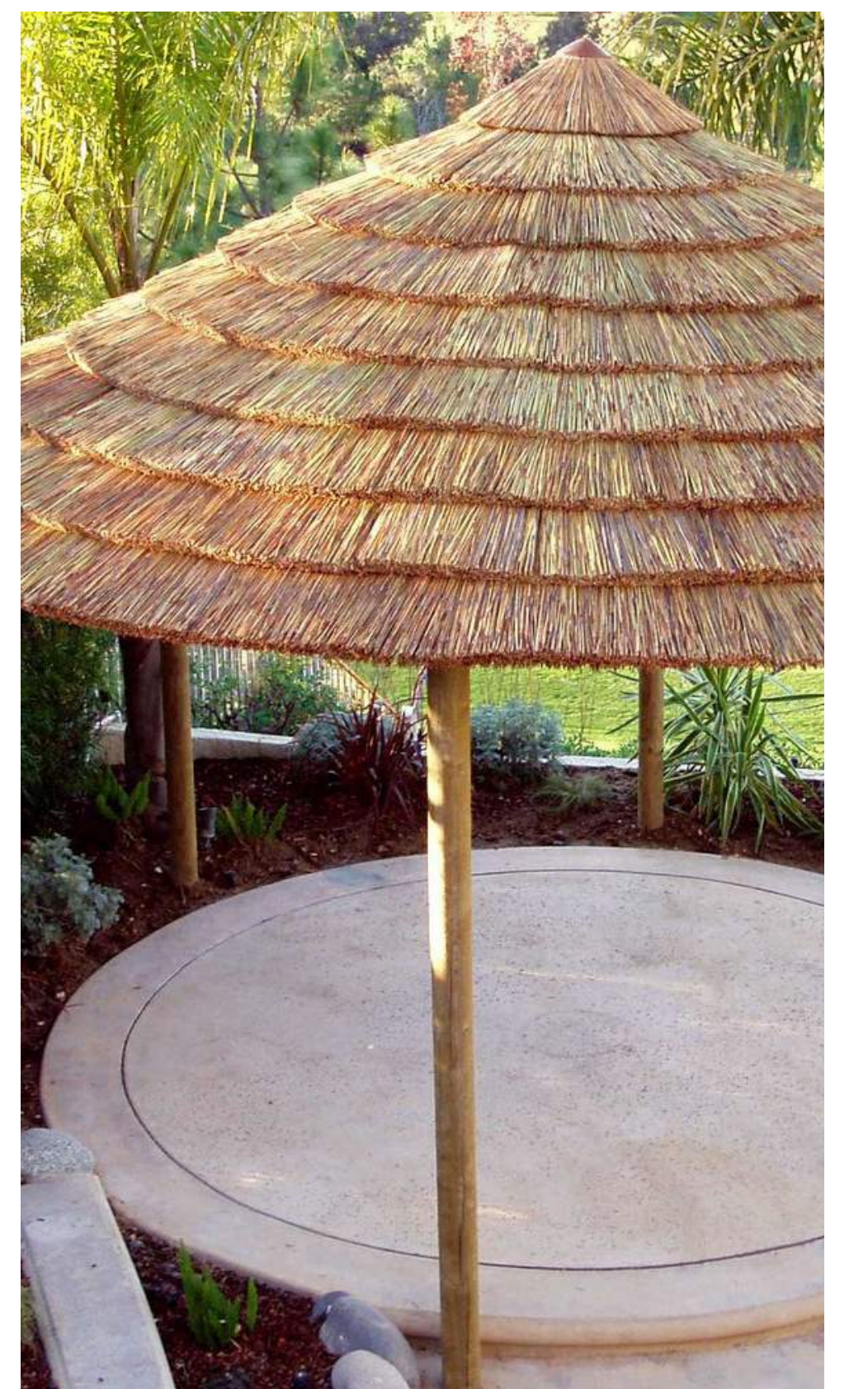
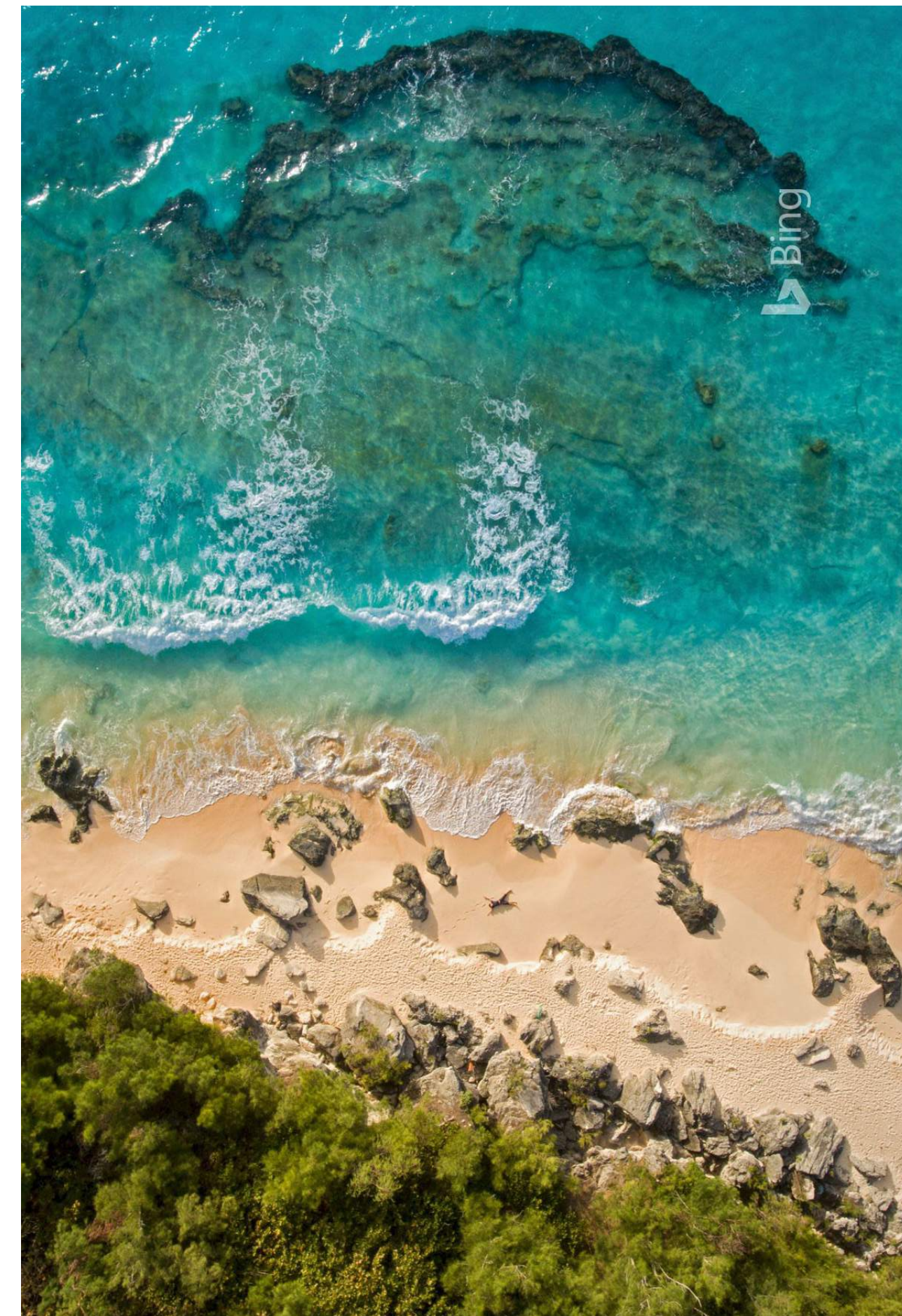
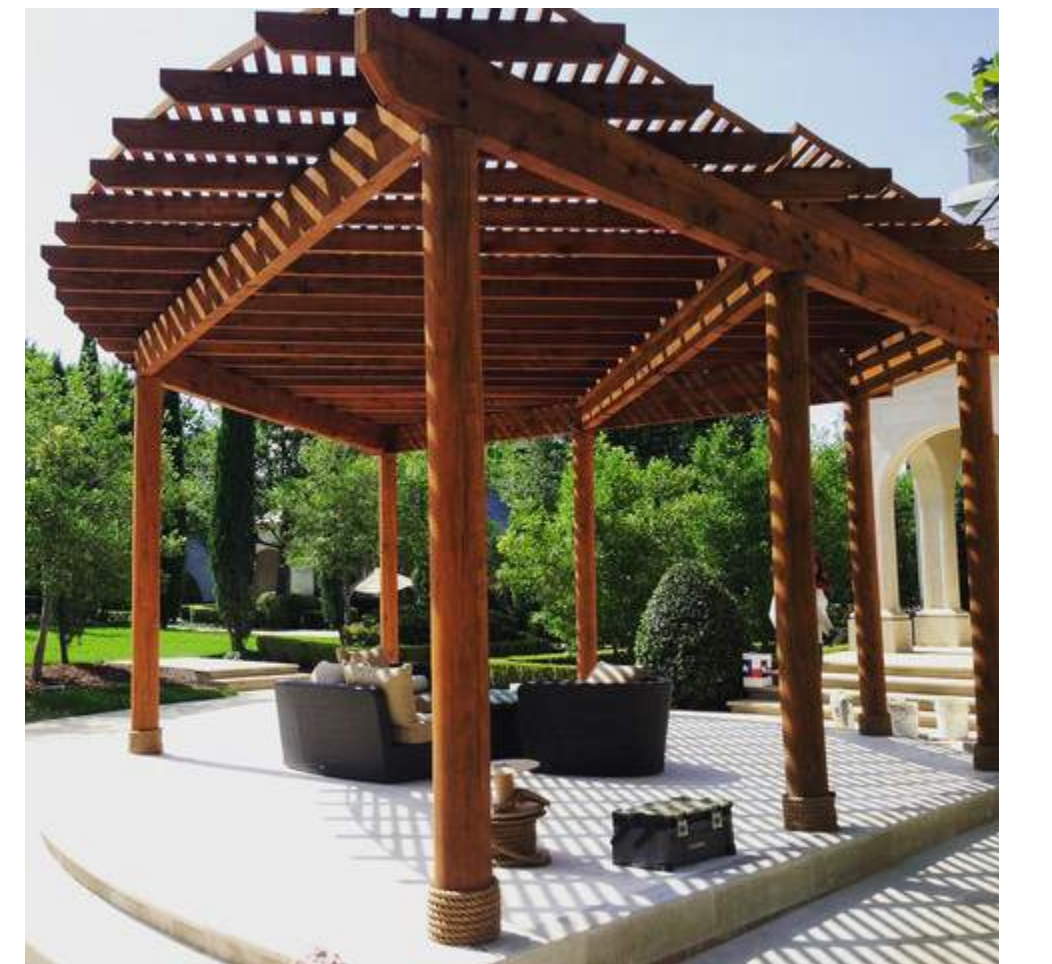
Requested by Brett Whitelaw

File Attachments curlyhollowplans070720145746.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** Yes

Approved in Budget? Yes **Amount:** 145,000.00



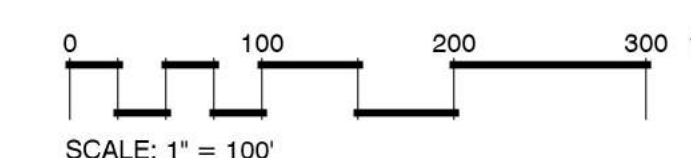
CURLY HOLLOW INSPIRATION

MAY 2020



CURLY HOLLOW 24 COURT CONCEPT

MAY 2020



CURLY HOLLOW 12 COURT CONCEPT



MAY 2020

DRAFT

Agenda Item Number : 1d

Request For Council Action

Date Submitted 07/09/2020 08:36 AM

**Proposed City Council
Date** 07/16/2020

Applicant Jay Sandberg

Subject Consider approval of a Professional Services Agreement with Bowen, Collins, & Associates for the design of the Washington Fields Drainage Project - Phase 2.

Background This agreement is for final design of a large storm drain trunk line that runs from 1580 East to Merrill Road east of and along 3000 East. Preliminary design has been completed previously to the extent that the location and grade could be determined as it passes by the new Temple site located along 3000 E in St. George.

Proposed Resolution Approval

Cost \$105,169

Action Taken

Requested by Jay Sandberg

File Attachments washingtonfieldsphase2proposal07-01-20070920083619.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** Yes

Approved in Budget? Yes **Amount:** 3,500,000

July 1, 2020

E-MAIL

Jay Sandberg, P.E.
City Engineer
City of St. George Public Works
175 East 200 North
St. George, UT 84770

Subject: Proposed Scope and Fee for the Washington Fields Drainage Project – Phase 2

Dear Jay:

As requested by the City, this scope of work and proposed fee has been prepared for the Washington Fields Drainage Project – Phase 2. Bowen Collins & Associates (BC&A), as part of the recently completed City of St. George Storm Drain Master Plan Update, completed a hydrologic analysis that estimated the design flows that will be routed through this Project. With that analysis, BC&A also prepared preliminary design drawings showing alternative alignments and profiles that could be used by City staff to coordinate with adjacent landowners. After meeting and reviewing the alternative alignments with the landowners, the City has requested that BC&A prepare this scope of work and fee to complete final design for the Washington Fields Drainage Project – Phase 2.

Our proposed scope of work for this project is presented below.

PROPOSED SCOPE OF WORK

TASK 1 – FINAL DESIGN

Task 1-1: Progress and Coordination Meetings. BC&A staff will prepare for and attend a kickoff meeting with City personnel to discuss data needs, project parameters and goals; confirm project limits, alignment and connection points; identify potential major utility conflicts; and other key aspects of the project. BC&A will also prepare for and attend additional coordination meetings including up to two meetings with property owners looking to develop properties adjacent to the project, one meeting with Washington City, and up to four coordination meetings with the City. Information regarding the project and other available data obtained during design will be reviewed with City personnel during these meetings.

Task 1-2: Field Reconnaissance and Utility Investigations. BC&A will perform field reconnaissance along the proposed drainage corridor alignment. We will use existing digital aerial photography as the base mapping for the project. A field survey will also be completed within the project corridor. The field survey will locate major surface features, known utility locations, depths of pipes at existing manholes, water meters, and will collect topographic information along the selected corridor, and collect needed information at the terminus points of the project. Multiple temporary benchmarks will be established along the pipeline route for reference and use during construction. BC&A will also review as-built records provided by existing utility owners to identify major utility conflicts and then we will perform field reconnaissance to verify locations of those

utilities and document existing conditions along the project corridor. We will also work with our subconsultant, RB Surveying, to complete up to three legal descriptions and associated exhibits to assist the City in obtaining needed rights-of-way and construction easements.

Task 1-3: Hydrologic and Hydraulic Analysis. We will use the HEC-HMS hydrologic model that was developed as part of the previously-completed study as the basis for the hydrologic analysis. Alignment alternatives, including potential utilities conflicts determined as part of Task 1-2, will be reviewed with the City and the adjacent property owners prior to selecting the preferred alignment. Once a preferred alignment is selected, we will further analyze the hydraulics of the storm drain system and adjust the alignment as needed.

Task 1-4: Geotechnical Investigation. BC&A will retain the services of AGECE, a local geotechnical firm, to complete a geotechnical investigation along the selected alignment. We propose to take up to nine (9) geotechnical borings along the selected alignment. The geotechnical investigation will characterize the subsoil conditions and groundwater levels, provide trench stabilization and dewatering recommendations, determine suitability of the subsoil conditions along the alignment for use as backfill, and document the findings in a geotechnical investigation report that will be provided to the general contractors bidding the project.

Task 1-5: Final Design. BC&A staff will prepare final design drawings and technical specifications for the Washington Fields Drainage Project – Phase 2. We will use the City of St. George’s current general conditions, bidding, and contract legal documents. We will use City standard drawings, details, and technical specifications, where applicable. We will also develop additional special provisions, drawings, and specifications where needed. Our design cost estimate has been prepared assuming that there will be no more than 31 design drawings required for this project, as listed in the table below.

Sheet No.	Drawings
G-01	Title Page, Project Location, & Vicinity Map
G-02	Abbreviations
G-03	Symbols and Legend
G-04	General Notes
G-05	Utility Notes
G-06	Key Sheet, Phasing Sheet and Survey Control
C-01	Plan & Profile – 1
C-02	Plan & Profile – 2
C-03	Plan & Profile – 3
C-04	Plan & Profile – 4
C-05	Plan & Profile – 5
C-06	Plan & Profile – 6
C-07	Plan & Profile – 7 (1580 South Storm Drain)
C-08	Plan & Profile – 8 (3000 East Utility Corridor)
C-09	Inlet Headwall Site Plan
C-10	Outlet Headwall Site Plan
C-11	Typical Cross Section – 1
C-12	Typical Cross Section – 2
C-13	Typical Cross Section – 3
C-14	Typical Cross Section – 4

GC-01	Civil Details – 1
GC-02	Civil Details – 2
GC-03	Civil Details – 3
S-01	Inlet Structure Headwall Plan
S-02	Inlet Structure Headwall Sections
S-03	Outlet Structure Headwall Plan
S-04	Outlet Structure Headwall Sections
S-05	Combination Box Plan and Sections
GS-01	General Structural Notes
GS-02	General Structural Details - 1
GS-03	General Structural Details - 2

Task 1-6: Contract Documents. BC&A staff will prepare electronic contract documents (PDF format) for the 60- and 90-percent design submittals, including drawings and specifications for review. After receiving review comments from the City, we will prepare a 100-percent complete design submittal for the City's review. Once all review comments are received and addressed, final electronic bidding/contract documents will be prepared for the project.

Task 1-7: Engineer's Opinion of Probable Construction Cost. BC&A staff will prepare an opinion of probable construction cost (OPCC) for the project. This OPCC will be developed to help determine budgeting and phasing for construction.

TASK 2 – BID PERIOD SERVICES

Our fee estimate for bid period services has been developed assuming that a single bid package will be prepared and that the bid period will be approximately 4 weeks long. BC&A will complete the following subtasks associated with the bid period services:

Task 2-1: Pre-Bid Meeting. BC&A will prepare for and attend a pre-bid meeting with potential bidders. It has been assumed the meeting will last up to three hours and will include a site visit.

Task 2-2: Addenda/Drawing Revisions. BC&A staff will answer questions from potential bidders regarding the contract documents. BC&A will also prepare clarifications and addenda, if required.

Task 2-3: Bid Opening and Evaluation. BC&A staff will attend the bid opening with the City and general contractors. BC&A will also prepare a bid summary and prepare a letter evaluating the bids and recommending award of the construction contract.

PROJECT SCHEDULE

After discussions with the City and coordinating with the adjacent property owners, it is our understanding that the project will need to be designed with bidding in December 2020.

PROJECT COST SUMMARY

We have also tabulated estimated man-hours and costs to complete each task outlined in the previously defined scope of services. As presented in Attachment 1, we propose to complete the remaining scope of services that was not previously billed to the Master Plan Update contract on a time and expense basis, for a cost not to exceed \$105,169.

Jay Sandberg, P.E.

July 1, 2020

Page 4

We are willing to negotiate the scope of work, schedule, and fee if there is something in this proposal that does not meet your needs. We enjoyed working with St. George City on previous phases of this project and are very interested in continuing to provide engineering services. Please call if you have any questions or if you need additional information.

Sincerely,

Bowen Collins & Associates, Inc.

A handwritten signature in black ink, appearing to read "Todd Olsen". The signature is written in a cursive, flowing style.

Todd Olsen, P.E.

Project Manager

Attachment

Washington Fields Drainage Project - Phase 2
 City of St. George
 Engineering Man-hours and Fee Estimate



7/1/2020

		Office		Engineers					Subtotal Hours	Subtotal Labor	Subtotal Expenses	Total Cost
	Labor Category	Account	Editor	SE	EIT	PE	PM	QAQC				
	Staff	Buhler	Hilbert	Davis	Nielson	Merrell	Olsen	Bagley				
	Labor Rate	\$88	\$92	\$187	\$117	\$146	\$165	\$195				
Task	Task Description											
Task 1 - Final Design												
1-1	Progress and Coordination Meetings	1				24	24		49	\$ 7,552	\$ 30	\$ 7,582
1-2	Field Reconnaissance and Utility Investigations				12	8	4		24	\$ 3,232	\$ 8,321	\$ 11,553
1-3	Hydrologic and Hydraulic Analysis	1			20	16	4	3	44	\$ 6,009	\$ -	\$ 6,009
1-4	Geotechnical Investigation				2	4	4		10	\$ 1,478	\$ 21,190	\$ 22,668
1-5	Final Design	1		90	100	40	20	5	256	\$ 38,733	\$ 30	\$ 38,763
1-6	Contract Documents		24		10	20	8	2	64	\$ 8,008	\$ -	\$ 8,008
1-7	Engineer's Opinion of Probable Construction Cost				12	8	2	1	23	\$ 3,097	\$ -	\$ 3,097
	TASK 1 - SUBTOTAL HOURS	3	24	90	156	120	66	11	470	\$ 68,109	\$ 29,571	\$ 97,680
Task 2 - Bid Period Service												
2-1	Pre-Bid Meeting	1				4	4		9	\$ 1,332	\$ 30	\$ 1,362
2-2	Addenda/Drawing Revisions				18	10	6	1	35	\$ 4,751	\$ -	\$ 4,751
2-3	Bid Opening and Evaluations				1	4	4		9	\$ 1,361	\$ 15	\$ 1,376
	TASK 2 - SUBTOTAL HOURS	1	0	0	19	18	14	1	53	\$ 7,444	\$ 45	\$ 7,489
	TOTAL COST NOT TO EXCEED	4	24	90	175	138	80	12	523	\$ 75,553	\$ 29,616	\$ 105,169

Expenses include:
 Mileage Charge at \$0.75/mile
 10% Markup on other project related expenses

DRAFT

Agenda Item Number : 1e

Request For Council Action

Date Submitted 07/09/2020 08:57 AM

**Proposed City Council
Date** 07/16/2020

Applicant Cameron Cutler

Subject Consider approval of a Professional Services Agreement with Mainline Engineering for the roadway design of 3000 East between Mall Drive and 1580 South.

Background This project consists of finalizing the design of full-width improvements on 3000 East between Mall Drive and 1580 South. The proposed design cost of improvements is \$53,420. The overall project will also have a large storm drain along a large portion of 3000 East in this area; however, the design of the storm drain will be in a separate agreement with a different engineering firm.

Proposed Resolution Staff recommends approval

Cost \$53,420

Action Taken

Requested by Cameron Cutler

File Attachments psamainline3000eastmalldr070920144543.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** No

Approved in Budget? Yes **Amount:** 3,500,000



May 28, 2020

Cameron Cutler, PE
City of St. George
Public Works Director
175 East 200 North
St. George, UT 84770

RE: 3000 East Widening from 1580 South to Mall Drive Project, Professional Service Proposal

Dear Cameron,

We appreciate the opportunity to present the attached scope and fee estimate for preconstruction engineering services for the subject project. We recognize the importance of completing work for the City in a timely manner and are committed to devoting the resources necessary to produce a thorough and accurate bid package for the construction of the **3000 East Widening from 1580 South to Mall Drive Project**. The City is seeking design services from Mainline Engineering to provide roadway design and other design related improvements. We propose the following scope of work and fee for this project:

Scope of Work: See Exhibit A

Fee Proposal: See Exhibits B

We are excited for the opportunity to work with the City on this project and express our appreciation for the opportunity. If you have any questions regarding this proposal, please contact me at pgiles@mainline-eng.com or on my cell phone at 435-669-4810.

Sincerely,

A handwritten signature in cursive script that reads 'Phil B. Giles'.

Phil B. Giles, PE
435-669-4810
pgiles@mainline-eng.com



**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR 3000 EAST WIDENING FROM 1580 SOUTH TO MALL DRIVE PROJECT WITH
MAINLINE ENGINEERING LLC**

This Agreement is made and entered into this ____ day of _____, 2020, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Mainline Engineering LLC, with offices at 321 N. Mall Drive, Suite T101, St. George, UT 84790 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide engineering design services including roadway, drainage improvements and other related improvements for the 3000 East Widening from 1580 South to Mall Drive Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal for the PROJECT; and

WHEREAS, CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF CONSULTANT.**

- a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY'S request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract

between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
- g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 20% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. CONSULTANT shall provide services in compliance with all applicable requirements of

federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
- b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- c. CONSULTANT shall perform its services upon Notice to Proceed from CITY and in accordance with the schedule approved by CITY. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "B".

5. **INVOICING, PAYMENT, NOTICES.**

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY.
- c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

- d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.
- e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

- a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- a. CITY retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.
- g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

- a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this

agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

- b. COMMENCEMENT OF WORK: Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.
- c. INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
 - i. The name and address of the insured.
 - ii. CITY shall be named as a Certificate Holder.
 - iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
 - iv. The location of the operations to which the insurance applies.
 - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
 - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
 - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
 - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. COMPENSATION INSURANCE: CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
 - i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
 - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
 - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. COMMERCIAL GENERAL LIABILITY INSURANCE:
 - i. CONSULTANT shall procure and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are

- covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.
- ii. The Insurance Endorsement shall evidence such provisions.
 - iii. The minimum commercial general liability insurance shall be as follows:
 - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$1,000,000.00 Dollars.
 - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$3,000,000.00 Dollars.
 - 3. Broad form property damage insurance in an amount not less than \$300,000.00 Dollars.
 - iv. Such policy shall include each of the following coverages:
 - 1. Comprehensive form.
 - 2. Premises - operations.
 - 3. Explosion and collapse hazard.
 - 4. Underground hazard.
 - 5. Product/completed operations hazard.
 - 6. Contractual insurance.
 - 7. Broad form property damage, including completed operations.
 - 8. Independent contractors for vicarious liability.
 - 9. Personal injury.
 - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
- f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:
- i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$3,000,000.00 Dollars for all work performed under this Agreement.
 - ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
 - iii. If Professional Liability coverages are written on a claims-made form:
 - 1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - 4. A copy of the policy must be submitted to CITY for review.
- g. BUSINESS AUTOMOBILE COVERAGE:
- i. CONSULTANT shall carry and maintain business automobile insurance coverage on each

vehicle used in the performance of the work in an amount not less than \$1,000,000.00 Dollars for one person and \$3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

- ii. Such business automobile insurance shall include each of the following types:
 - 1. Comprehensive form, including loading and unloading.
 - 2. Owned.
 - 3. Hired.
 - 4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

- a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
 - i. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
 - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
 - iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.
- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

- a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.

c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
- b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY: City of St. George
175 East 200 North
St. George, Utah 84770
Attention: Jay Sandberg

CONSULTANT: Mainline Engineering LLC
321 N. Mall Drive, Suite T101
St. George, UT 84790
Attention: Phil Giles or Taylor Ricks

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a

breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions

of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

CITY: CITY OF ST. GEORGE

OWNER: MAINLINE ENGINEERING LLC

Jonathan T. Pike, Mayor



Phil Giles

Attested:

Approved as to form:

Christina Fernandez, City Recorder

Paula Houston, Deputy City Attorney

EXHIBIT “A”

SCOPE OF WORK

**Scope of Work
City of St. George
3000 East Widening from 1580 South to Mall Drive Project**

Introduction – Mainline Engineering appreciates the opportunity to present our scope and fee estimate for preconstruction engineering services for the above referenced project. This project consists of roadway improvements and widening 3000 East from 1580 South to Mall Drive. It will include roadway design, drainage improvements, and utility coordination/modifications. We recognize the importance of completing this work for the City in a timely manner and are committed to devoting the resources necessary to produce a thorough and accurate bid package. We propose the following scope of work for this project:

Task 1 – Project Management –

This task will involve the overall project management by the Project Manager and coordination with the City representative. The project manager will work with the design team to coordinate the design and phasing of the project with the City. This is anticipated to include:

1. Design kick-off meeting with the City staff.
2. Attend project meetings and design review meetings.
3. Coordinate improvements with affected property owners.
4. Coordinate with utility stakeholders as required.
5. Manage the budget, schedule and invoicing throughout the duration of the project.

Task 2 – Design Surveying and Mapping –

Mainline Engineering will utilize existing survey information to develop base mapping and other topographic information.

The following will be completed as part of this task:

1. **Third Party Utility Coordination** –
 - a. Contact local utility companies to coordinate location of underground and overhead utilities.
 - b. Dip existing storm manholes for vertical elevations and develop a pipe network showing existing and proposed utilities crossing the proposed roadway.
2. **Topographic Survey** –
 - a. Provide survey for all topographical and physical features within the roadway prism and other related work items.
 - b. Provide a survey control sheet.

Task 3 – Roadway Design –

Mainline Engineering will provide preliminary and final plans to the City for the widening and drainage improvements along 3000 East. The following will be completed to accomplish this task:

1. **30% Design** –

Includes the preliminary design drawings that will show the general alignment of the proposed widening, any storm water improvements/relocations, and existing utility locations.

- a. Mainline Engineering will prepare preliminary plans for the project. The following sheets will be included in the 30% review set:
 - Title Sheet
 - General Layout
 - Existing Utilities
 - Typical Sections
 - Preliminary Horizontal and Vertical Alignments
 - Right of Way Limits
 - Preliminary Striping Plan
 - Coordination with storm drain outfall line
 - b. Provide a 30% review set of the plans to the City staff two weeks prior to review meeting.
 - c. Schedule and conduct the 30% review meeting.
 - d. Provide drainage improvement sheets.
2. **60% Design** –
Mainline will prepare 60% plan sheets for the project. The following will be completed as part of this task:
- a. Prepare the Final Design Plans to include the following:
 - Final typical sections and pavement design
 - Create detail sheets
 - Create utility plans
 - Detail roadway plans
 - Draft Specifications
 - Generate preliminary engineer's estimate
 - Coordination with storm drain outfall line
 - b. Schedule and conduct a 60% review meeting.
3. **90% Design** –
Mainline will prepare 90% plan sheets for the project. The following will be completed as part of this task:
- c. Prepare the Final Design Plans to include the following:
 - Final typical sections and pavement design
 - Final detail sheets
 - Final utility plan
 - Final roadway, signing, and striping plans
 - Final Specifications
 - Final engineers estimate
 - Bidding documents
 - d. Schedule and conduct a 90% review meeting.

Task 4 – Right-of-Way/Easement –

Mainline Engineering along with R&B Surveying will conduct the following tasks:

1. Property Search –

Research legal descriptions for roadways and for parcels W-5-2-34-144 and SG-6506 to determine property boundaries and any easements across the property. These parcels include the anticipated alignment for both the roadway extension and the drainage extension to the north.

2. Prepare Rights-of-Way and/or Easement Descriptions and Exhibits –

- a. Determine existing rights-of-way and easements and existing property lines.
- b. Provide legal descriptions and exhibits for all needed rights-of-way and easements and assist the City in the acquisition process by meeting with property owners.

Task 5 – Pre-Bid Meeting & Bid Opening –

Mainline Engineering will organize and attend the pre-bid meeting and attend the bid opening held at the City office and will assist the City with the bid opening. We will verify that each bidder complies with the bidding requirements and will compile all the bids in a bid tabulation.

After review of the bids Mainline Engineering will make a recommendation of contract award to the City.

Construction Management – Construction management services are not included and will be negotiated as a separate contract prior to the bid opening for the project.

Assumptions:

1. The City will acquire all Right-of-Way and/or easements and will perform all negotiations.
2. No structural design will be required under this contract.
3. No geotechnical investigations are required. The geotechnical recommendations from Phase 1 completed in 2013 will be incorporated into this design.

EXHIBIT “B”

ESTIMATED COST

City of St. George
3000 East Widening from 1580 South to Mall Drive Project
Design Engineering Services Estimated Costs
May 2020

Tasks		Project Manager	Project Engineer	Design Engineer	TOTAL
1 - Project Management					
	Project Scoping/Kickoff Meeting	2	2		\$520.00
	Attend Project Meetings	6	6		\$1,560.00
	Coordinate w/Utility Stake Holders	2	4		\$780.00
	Manage Budget, Schedule, Invoicing	4			\$520.00
	QC/QA		8		\$1,040.00
					\$4,420.00
2 - Design Surveying and Mapping					
	Establish Control Points		2	4	\$740.00
	Site Survey	1	1	12	\$1,700.00
	Develop Existing Topo Base Drawing		4	8	\$1,480.00
	Map Existing Right-of-Way		2	6	\$980.00
	Third Party Utility Coordination		4	4	\$1,000.00
					\$5,900.00
3.1 - 30% Design					
	Map Existing Utilities		2	8	\$1,220.00
	Prepare for JUC Meeting		2	4	\$740.00
	Title Sheet		2		\$260.00
	General Layout		4	6	\$1,240.00
	Typical Sections		2	4	\$740.00
	Horizontal & Vertical Layout		6	20	\$3,180.00
	Right of Way Limits		2	8	\$1,220.00
	Coordination/Storm Drain Outfall Line (B&C)		2	8	\$1,220.00
					\$9,820.00
3.2 - 60% Design					
	Update Typical Section and Pavement Design		2	2	\$500.00
	Create Detail Sheets		8	12	\$2,480.00
	Update Utility Plans		2	8	\$1,220.00
	Update Storm Drain Plans		8	8	\$2,000.00
	Update Roadway Plans		12	20	\$3,960.00
	Incorporation of Bowen Collins Outfall Line		2	8	\$1,220.00
	Preliminary Signing & Striping Plan		4	12	\$1,960.00
	Update Detailed Engineer's Estimate	2	2		\$520.00
					\$13,860.00
3.3 - 90% Design					
	Final Typical Section and Pavement Design		2	2	\$500.00
	Final Detail Sheets		2	8	\$1,220.00
	Final Utility Plans		2	8	\$1,220.00
	Final Storm Drain Plans		2	8	\$1,220.00
	Final Roadway Plans		8	16	\$2,960.00
	Final Outfall Plans into Roadway Plans		2	8	\$1,220.00
	Specifications	8	4		\$1,560.00
	Final Engineer's Estimate	2	2		\$520.00
	Bidding Documents	8	2		\$1,300.00
					\$11,720.00
4 - Right-of-Way/Easements					
	Research Legal Descriptions		2	4	\$740.00
	Prepare Right-of-Way Drawing			8	\$960.00
	Prepare Exhibits and Property Owner Meetings	2	2	4	\$1,000.00
					\$2,700.00

5 - Pre-Bid Meeting and Bid Opening					
	Pre-Bid Meeting	2	4	4	\$1,260.00
	Bid Opening	2		4	\$740.00
					\$2,000.00
TOTAL MAN HOURS:		41	129	236	406
LABOR HOURLY COSTS:		\$130.00	\$130.00	\$120.00	
TOTAL LABOR COSTS:		\$5,330.00	\$16,770.00	\$28,320.00	\$50,420.00
Miscellaneous Direct Expenses:					\$3,000.00
Total Costs Not to Exceed:					\$53,420.00

Miscellaneous Direct Expenses				
4 - Roadway Dedication Plat (R&B Surveying)	1	Lump	\$3,000.00	\$3,000.00
Total Direct Expenses:				\$3,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Colt Sampson State Farm Agency 474 N SR 198 Salem, UT 84653 	CONTACT NAME: Brendan Holmes PHONE (A/C, No, Ext): 801-798-0300 E-MAIL ADDRESS: brendan@coltsampson.com		FAX (A/C, No): 801-252-4829
	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Fire and Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		NAIC # 25143
INSURED Mainline Engineering, LLC 321 N. Mall Drive, Suite T101 St. George, UT 84790			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

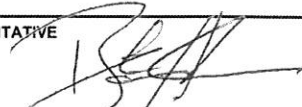
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	149 6844-C14-44	09/14/2019	09/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of St George is listed as and Additional Insured, Blanket Purchase Agreement. Duration: March 2020 to March 2021; Primary and Non-contributory Endorsement applies, including ongoing and complete operations; waiver of Subrogation applies; 30 day notice of Cancellation requires, except 10 days for non-payment of premium
 Project: 3000 East Widening from 1580 South to Mall Drive
 Location: 3000 East, St. George, UT
 Duration: July 2020 to June 2021

CERTIFICATE HOLDER

City of St George 175 E 200 N St George, UT 84770	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2010 ACORD CORPORATION. All rights reserved.



MAINENG-01

LJACKSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Universal Business Insurance, Inc. 1251 East 100 South Saint George, UT 84790	CONTACT NAME:	
	PHONE (A/C, No, Ext): (435) 656-7777 FAX (A/C, No): (435) 656-7770	
	E-MAIL ADDRESS: info@ubinsurance.com	
INSURED Mainline Engineering LLC 321 N. Mall Drive, Suite T101 Saint George, UT 84790	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Casualty Company	20443
	INSURER B: WCF Mutual Insurance Company	10033
	INSURER C: Argonaut Insurance Company	19801
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X	X	B 6025137373	2/27/2020	2/27/2021	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ EPLI \$10,000						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC						PERSONAL & ADV INJURY \$ 2,000,000
	OTHER:						GENERAL AGGREGATE \$ 4,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 4,000,000
	ANY AUTO OWNED AUTOS ONLY						NO HIRED AUTO \$ 1,000,000
	HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB						
	DED						EACH OCCURRENCE \$
	RETENTION \$						AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		4014260	2/27/2020	2/27/2021	☒ PER STATUTE ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liabili			121AE0167665	2/27/2020	2/27/2021	1,000,000 occurrence 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

3000 East Widening from 1580 South to Mall Drive Project:

The City of St George is an additional insured, including primary/non-contributory, ongoing operations and completed operations coverage with regards to General Liab per attached endorsements. A waiver of subroation applies in favor of the City of St. George per attached endorsement. 30 day notice of cancellation.

Professional Liab. deductible \$2,500 per claim \$1,000,000 Occurrence limit and \$3,000,000 Aggregate Limit.

CERTIFICATE HOLDER

CANCELLATION

City of St. George 175 E. 200 N. St George, UT 84770	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE
ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT.
SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.**

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE
&**

BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
 - a. "Bodily injury" or "property damage"; or
 - b. Offense that caused the "personal and advertising injury";
 for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf,
 in the performance of your ongoing operations specified in the written contract or written agreement; or
 - c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
 - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under Businessowners Liability Conditions, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
 - a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

- D.** With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.

3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- E.** The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.

**BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
- 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

- 1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a "written contract".
- 2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such "written contract";
 - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

- 3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

- a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

- b. **Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

- c. **Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

- d. **Lessor of Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
 - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:

- (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item 5. **Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:
 - (15) **Discrimination Relating to Room, Dwelling or Premises**
Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.
 - (16) **Employment Related Discrimination**
Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.
 - (17) **Fines or Penalties**
Fines or penalties levied or imposed by a governmental entity because of discrimination.
3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

DRAFT

Agenda Item Number : 1f

Request For Council Action

Date Submitted 07/09/2020 08:15 AM

**Proposed City Council
Date** 07/16/2020

Applicant Rich Stehmeier

Subject Consider approval of a new hangar lease with First West Aviation on Lot 52B at the airport.

Background First West Aviation (Fred Jones) is requesting to be released from their lease agreement on Lot 1C at the airport and enter into a new hangar agreement on Lot 52B instead. This will be a new hangar that will be constructed by First West Aviation.

Proposed Resolution Staff recommends approval

Cost \$0.00

Action Taken

Requested by Cameron Cutler

File Attachments firstwestaviationhangarlot52-leaseagreement-signedbyowner070920081526.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** No

Approved in Budget? N/A **Amount:**



PRIVATE HANGAR AGREEMENT

BETWEEN

CITY OF ST. GEORGE

&

First West Aviation – Lot 52B

PRIVATE HANGAR AGREEMENT

THIS PRIVATE HANGAR AGREEMENT (which, as amended from time to time, is defined herein as the "Agreement") is entered into as of the 3 day of July 2019, by and between the City of St. George, Utah, a Utah municipal corporation, (the "City") and First West Aviation, ("Tenant").

RECITALS

WHEREAS, City operated a municipal airport located at 317 S. Donlee Drive, St. George, Utah 84770 (the "Former Airport") until on or about January 13, 2011; and

WHEREAS, City constructed a new airport located at 4550 S. Airport Parkway, St. George, Utah 84790 (the "Airport") and commenced operations at the Airport on or about January 13, 2011; 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 purposes of constructing and using a private hangar for aircraft as set forth in this Agreement;

NOW, THEREFORE, in consideration of the payment of TEN AND NO/100 DOLLARS (\$10.00), the foregoing recitals and the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties hereby 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 described in Exhibit A together with the improvements constructed thereon by City (the "Premises"). City has authority to lease such Premises. Tenant agrees to accept the Premises "as is," and City makes no warranty as to the condition of the Premises or their suitability for any particular purpose.

B. Construction of Tenant Improvements. Tenant shall construct on the Premises the improvements that are authorized by City from time to time as provided in Exhibit B (the "Tenant Improvements"). Tenant agrees that Tenant's construction of the Tenant Improvements as provided in this Agreement is a part of the consideration to City under this Agreement.

C. Purpose of Agreement. Tenant agrees that it shall use the Premises for the following purposes only: 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 (including, but not limited to, parking an automobile or motorcycle inside the hangar while the Aircraft is in flight, but only if such vehicle was driven by a person on board such Aircraft). 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 proof of the ownership or control of any Aircraft upon City's request. The following are the make, model, and identification number of all Aircraft approved by City upon entering this Agreement, and Tenant shall provide the same information to City in writing when requesting approval for any subsequent Aircraft:

Make Piper
Model Seneca
Registration Number N814WT

D. 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") are authorized to ingress and egress across the Airport (in the areas designated by City and as permitted by applicable Laws and Regulations, as such term is defined in Section 4.B) on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

E. 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, title, or interests of any kind. Among the rights reserved to City, City reserves in the Premises 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, and all other rights, including, but not limited to, water, minerals, oil, and gas.

F. Enjoyment 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. This Agreement shall be effective during the period when Tenant constructs the initial Tenant Improvements as stated in Exhibit B. The term of this Agreement shall commence on July 3, 2019 (the "Commencement Date") and shall continue until July 2, 2049, (the "Expiration Date").

3. Rent

A. Rent. For Tenant's lease of the Premises, Tenant covenants to pay to City without set-off or deduction the annual ground rent provided in Exhibit C commencing on the Commencement Date. The rent for any fraction of a year shall be prorated. All rent shall be payable annually in advance without notice or demand by the first business day of the month of January and shall be subject to the terms stated in Exhibit C.

B. Additional Rent. Any sum (other than the rent required in Section 3.A) that Tenant is obligated to pay to City arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed

by City), fines, civil penalties, damages, claims, interest, charges, expenses, and utility charges. Additional rent shall be subject to the terms stated in Exhibit C.

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 City determines (in City's sole discretion) interferes with any operation at the Airport or decreases the Airport's effectiveness. Tenant shall promptly notify City of any use that creates such interference or decrease in effectiveness and remedy the same to City's sole satisfaction.

B. Comply with All Laws. 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, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law including, but not limited to, the Airport Rules and Regulations, the Airport Building Development Standards, and all Laws and Regulations pertaining to the environment (the "Environmental Laws"); any and all plans and programs developed in compliance with such requirements (including, but not limited to, the Airport Security Plan); and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements. Upon a written request by City, Tenant will verify, within a reasonable time frame, compliance with any Laws and Regulations.

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; any commercial activity; driving a motor vehicle at an Airport location other than a roadway or parking area (except in connection with parking an automobile or motorcycle inside the hangar while the Aircraft is in flight, but only if such vehicle was driven by a person on board such Aircraft); the use of automobile parking areas in a manner not authorized by City; self-fueling activities on the Premises or any other area that City has not authorized; any use conflicting with Exhibit F; 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, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with 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. In addition to Tenant's indemnification obligations set forth in Article 6, Tenant, at Tenant's sole cost, shall repair or replace (to City's sole 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 to the Premises any alteration or improvement that is subject to City code requirements, and shall not alter or improve other areas of the Airport, without City's prior written consent (in City's sole discretion).

H. Signage and Advertising. Tenant is not authorized to install or operate any signage on the Premises or at the Airport except with the prior written approval of City (which may be given or withheld in City's sole discretion). Any approved signage shall be at Tenant's expense and shall comply with Laws and Regulations (including, but not limited to, City's Airport signage policies and standards and City's ordinance and permit requirements). Tenant shall not advertise or permit others to advertise at the Airport by any means, whether or not such advertising is for profit.

I. Security. Tenant is responsible to comply (at Tenant's sole cost) with all security measures that City, the United States Transportation Security Administration, or any other governmental authority having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant or Tenant's Associates. Tenant agrees that City has the right (in City's sole discretion) to impose any Airport security requirements that City may determine. Tenant further agrees that Airport access credentials are the property of City and may be suspended or revoked by City in its sole discretion at any time. Tenant shall pay all fees associated with such credentials, and Tenant shall immediately report to the Airport Manager any lost credentials or credentials that Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport.

J. Removal of Disabled Aircraft. When consistent with Laws and Regulations, 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. Tenant may store such aircraft within the Tenant Improvements or, with 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, in its sole discretion, to be in City's best interests.

K. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to 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 equal to the level of maintenance maintained by the City in comparable areas and 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. Tenant shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Tenant shall not store on the Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of the Tenant Improvements for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any Environmental Law ("Hazardous Materials") shall be governed by Section 7.

L. Operations. Tenant's operations shall comply with the following:

i. Airport Operations. Tenant shall occupy the Premises at all times 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 complaints, requests for information, and requests for 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. City may, but is not obligated to, stop Tenant's operations if safety Laws and Regulations or other safe work practices are not being observed.

iii. Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so that they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant's employees shall possess adequate training and

qualifications to carry out their assigned duties.

iv. Deficiencies. Without limiting or waiving any other remedies available to City, 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 upon such manager's 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 that Tenant remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of Section 4.L.iii or otherwise detrimental to City's interests at the Airport.

c. Liquidated Damages. City shall have the right to require Tenant to pay liquidated damages in connection with addressing any deficiency as further set forth in Exhibit C.

5. City's Rights and Obligations

A. Airport Maintenance. 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, contractors, subcontractors, suppliers, invitees, volunteers and other representatives ("City's Associates") reserves the right to enter the Premises as provided in this Section 5.B. City and City's Associates shall not be deemed guilty of trespass upon the Premises, or to have violated any of Tenant's rights hereunder, by reason of such an entrance into any portion of the Premises.

i. Without Notice. City and City's Associates shall have the right to enter the Premises (not including the Tenant Improvements) at any time and without prior notice, provided that they shall not unreasonably interfere with Tenant's use of the Premises. City and City's Associates shall have the right to enter the Tenant Improvements at any time and without prior notice for any purpose relating to any emergency, security or safety concern, or to investigate or remediate potential threats or hazards.

ii. Notice. In addition to the rights set forth in Section 5.B.i, City and City's Associates shall have the right to enter the Tenant Improvements for any other purpose relating to the Airport (including, but not limited to, in order to conduct inspections, determine compliance with the Agreement, and conduct Airport work) provided that they shall not

unreasonably interfere with Tenant's use of the Premises. In connection with such entry, City shall provide twenty four (24) hours' advance notice to Tenant by sending a message to Tenant if: (a) Tenant maintains on file with City a working email address (or an address in another format designated by City) that is capable of accepting messages for Tenant, and (b) Tenant provides to City a key or other access to the Premises by no later than the time of the entry. If Tenant does not comply with all of the foregoing conditions for such notice, City and City's Associates shall have the right to enter the Tenant Improvements as determined by City in City's sole discretion.

iii. Interviews. Tenant agrees to allow City to interview any of Tenant's employees to discuss any matters pertinent to Tenant's use, occupancy, or operations at the Premises and the Airport.

C. City's Right to Work Within, Alter, or Recover Premises. City has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that City (in its sole discretion) determines to be in City's best interests, including, but not limited to, within the Premises. City may elect to pursue any such work without recovering the Premises from Tenant, in which case City shall exercise reasonable care to minimize disruptions to Tenant and the Premises. City also has the right to recover all or any portion of the Premises from Tenant in connection with any such work (with or without relocating Tenant) as City may determine in its sole discretion, and the following shall apply:

i. Recovery. If City determines to recover all or any portion of the Premises, City shall provide Tenant with ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is tenantable in light of the purposes of this Agreement (as determined by City in its sole discretion), City shall reduce Tenant's rent hereunder by the percentage of the Premises that City recovers, and City shall pay the cost of any alterations to the Tenant Improvements that are required by City in connection therewith (so long as such improvements are not in breach of this Agreement). If City recovers all of the Premises, or if any remaining portion of the Premises is not tenantable pursuant to City's determination, City may terminate this Agreement by including in the notice provided for in this Section 5.C.i a notice of termination, and this Agreement shall terminate at the end of such ninety (90) day period. In connection with any such termination, City shall pay only the following amount: the remaining, unamortized value of the Tenant Improvements (so long as such improvements are not in breach of this Agreement) based on amortizing Tenant's certified construction costs (determined pursuant to Exhibit B, Section B.8.a) using a straight-line method over a thirty (30) year period that commences on the Commencement Date. Such thirty-year period relates only to the calculation contained in this Section 5.C.i, and it does not alter any other provision of this Agreement (including, but not limited to, the term hereof or any termination rights).

ii. Relocation. If City elects to relocate Tenant, City shall pay the reasonable costs that Tenant actually incurs to relocate to a new location (chosen by City) the Tenant Improvements (so long as such improvements are not in breach of this Agreement) and any

movable property associated with Tenant's permitted uses under this Agreement. Tenant's rent at such new location shall be determined based on the actual square footage contained in Tenant's Premises at such new location.

iii. No Waiver. Nothing under this Section 5.C shall be construed to waive City's right to pursue any remedy for a breach of this Agreement arising from or relating to Tenant's use, occupancy, or operations at any portion of the Premises or at the Airport.

D. City's Right to Implement Airport Programs. City has the right to implement any lawful, reasonable, and nondiscriminatory program at the Airport as City may determine in its sole discretion, and to require Tenant to participate in or comply with any such program. Such programs may include, but are not limited to, providing common arrangements for trash disposal, utilities, or other Airport functions; providing revenue-generating activities at the Airport by City or its designee (including, but not limited to, vending machines, advertising, wireless communications, and utility services whether on or off of the Premises); designating approved vendors and service providers at the Airport; establishing central locations and security procedures for delivering goods or materials to the Airport; and establishing green building and other programs to benefit the environment and conserve energy.

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 government entity, and City has all rights, powers, 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. Indemnity, 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 or 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 found 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 relating 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 when this Agreement is in effect in compliance with and subject to City's insurance requirements as they exist from time to time (including, but not limited to, the terms provided in Exhibit D):

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. All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the Tenant Improvements. Tenant is solely responsible for Tenant's personal property, and Tenant may purchase insurance for 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 or loss 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. 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

A. No Violation of Environmental Laws. 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.

B. Response to Violations. 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. If City has reasonable cause to believe that any such release or threat of release has occurred, City may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to City) to show that Tenant is complying with applicable Environmental Laws. City may conduct the same at Tenant's expense if Tenant fails to respond in a reasonable manner. Tenant shall cease any or all of Tenant's activities as City determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Tenant, at Tenant's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to City

a written remediation plan, and City reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with City and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to City copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

C. Obligations Affecting Permits. To the extent that Tenant is a co-permittee with City in connection with any permit relating to the environment at the Airport, or to the extent that any of Tenant's operations in connection with this Agreement or otherwise may impact City's compliance with any such permit, Tenant shall work cooperatively with City and other tenants and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

D. Obligations upon Termination and Authorized Transfers. Upon any expiration or termination of this Agreement (and this obligation shall survive any such expiration or termination), and upon any change in possession of the Premises authorized by City, Tenant shall demonstrate to City's reasonable satisfaction that Tenant has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing. The obligations of this Section 7 shall survive any termination of this Agreement.

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 voluntarily or involuntarily, 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 interested relating thereto), and shall not delegate any performance under this Agreement, except with the prior written consent of City to any of the same. City may withhold consent to such assignment, encumbrance, or delegation for any or no reason in its sole discretion. Regardless of City's consent, Tenant shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or encumbrance of rights or delegation of performance in violation of this Section 8.A is void. This Agreement is binding on Tenant's successors or assigns that have been authorized pursuant to this Section 8.A.

B. Permitted Encumbrances.

i. Acceptable Request. Any request for City's consent to an encumbrance under this Section 8 shall at a minimum meet the following requirements: (a) the purpose of such encumbrance shall be to secure financing for the Tenant Improvements; (b) such encumbrance shall only encumber Tenant's leasehold interest and shall not encumber any other interest whatsoever; (c) the lienholder must agree to maintain current contact information with City at all times; (d) the lienholder and Tenant must agree to provide to City concurrent copies of any notices of default sent to Tenant and all letters or other information exchanged between Tenant and the lienholder thereafter until such matter has concluded; (e) the lienholder must agree to

promptly remove such encumbrance when the obligation that it secures has been satisfied; (f) such encumbrance shall be subordinate to the City's interests except as provided in Section 8.B.ii; (g) such encumbrance shall terminate prior to the Expiration Date of this Agreement; (h) by obtaining City's consent Tenant agrees that it shall not default on its commitment in connection with the permitted encumbrance (and any such default shall be a breach of this Agreement); and (i) the lienholder must certify to City that it has reviewed this Agreement, that it has accepted provisions that may affect the lienholder, and that no loan requirements conflict with or materially erode any provisions of this Agreement.

ii. **Defaults.** If Tenant defaults under either this Agreement or an encumbrance that City permits pursuant to Section 8.B.i, the City will consent to a transfer of Tenant's interests in this Agreement and the Tenant Improvements (to an acceptable party as set forth below) if Tenant and the lienholder comply with the following: (a) at the time of the default such lienholder must have an enforceable lien and be in compliance with Section 8.B.i; (b) such lienholder must cure all defaults under this Agreement within twenty (20) days after the first such default; (c) as a part of such cure, such lienholder (or another operator provided by such lienholder) must enter interim terms with City to perform this Agreement, and the operator and terms must be acceptable to City in its sole discretion; (d) as a part of such cure, such lienholder must execute a guaranty on terms acceptable to City under which, at a minimum, such lienholder agrees to guarantee full performance of obligations designated as Tenant obligations under this Agreement; (e) as a part of such cure, Tenant and such lienholder must agree that City shall have a lien with first priority on the Tenant Improvements and all of Tenant's personal property at the Premises to secure full performance of the Tenant obligations under this Agreement; (f) upon completing such cure, this Agreement must be fully performed without subsequent defaults; (g) any transferee of Tenant's interests, and the terms of any transfer, must be acceptable to City in City's sole discretion; and (h) the City may require reasonable terms in addition to those set forth in this Agreement. If Tenant or such lienholder fails to comply with any of the foregoing obligations, such failure shall be a default under this Agreement. Upon such a default, City at any time may, but is not required to, terminate this Agreement and exercise any rights set forth in Section 11.A.i, and such lienholder shall promptly remove all encumbrances. City shall have no obligation to provide any notices to any lienholder, and City shall have no liability of any kind to any lienholder.

C. Subleasing. Upon obtaining City's prior written consent, which City may provide or withhold in City's sole discretion, Tenant shall have the right to sublease portions of the Premises for the storage of Aircraft in the areas approved by and subject to the terms required by City. Tenant shall impose on all approved subtenants the same terms set forth in this Agreement to provide for the rights and protections afforded to City hereunder. Tenant shall reserve the right to amend Tenant's subleases to conform to the requirements of this Agreement, and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the sublessees will attorn to and pay rent to City if Tenant ceases to be a party to this Agreement. City shall have the right to approve any sublease in City's sole discretion, and Tenant shall provide to City a copy of every sublease executed by Tenant (which shall include the make, model, and identification number of all Aircraft making use of such space). No sublease shall relieve Tenant

of any obligation 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 with or better than the original improvements. 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 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 the time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

10. Default

A. Tenant's Default. The occurrence of any of the following events shall constitute a default by Tenant under this Agreement: (i) Tenant fails to timely pay any installment of rent or any additional 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 twenty (20) days following written notice of such violation from City (except that in the case of insurance coverage required to be maintained, such period shall be five (5) days); (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 in Exhibit B, Section B.7.

B. Remedies. Upon any 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, together with interest and service fees for any past due amounts (as provided in Section 10.C) and an administrative charge equal to twenty percent (20%) of the cost incurred by City (which the parties agree is a reasonable estimate of and liquidated damages for City's overhead expenses associated with 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 reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and additional 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. 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 twelve percent (12%) per annum from the due date of such amount to the date of payment in full, with interest. In addition, City may also charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable estimate of and liquidated damages for City's additional costs for billing and collection arising from Tenant's failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent or additional rent, and shall be paid without abatement, deduction, offset, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

D. 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 twenty (20) days after written notice by Tenant to City. If the nature of City's obligation is such that more than twenty (20) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such twenty (20) 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.

E. 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. Disposition of Tenant Improvements.

i. Disposition If Agreement Terminates Before Expiration Date. If this Agreement terminates for any reason before the Expiration Date, within ninety (90) days after such terminates, City, in its sole discretion, may determine to accept title to all or any portion of the Tenant Improvements. Upon City accepting any such title, all of Tenant's rights, title, and interests in the same shall be forfeited to City and title thereto shall vest in City automatically. Tenant shall surrender the Premises upon termination (and shall surrender any Tenant Improvements as accepted by City) in accordance with Section 11.B and Exhibit E, Section E.13. If City rejects any such title, or if such ninety-day period expires, Tenant shall (within sixty (60) days thereof) remove all Tenant Improvements that were not accepted by City 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 such improvements, City may do so in any manner acceptable to City pursuant to Section 10.B.

ii. Disposition Upon Expiration. Upon the expiration of this Agreement, Tenant may either: (a) transfer its interests in the Tenant Improvements to a party who, prior to such expiration, has been accepted by City, in its sole discretion, and has entered an agreement for the Premises that is acceptable to City; or (b) Tenant shall surrender the Premises (in accordance

with Section 11.B) and, within sixty (60) days after such expiration, shall remove the Tenant Improvements (and the obligations of Section 6.A shall apply to such removal). If Tenant fails to perform either such alternative, City shall have the rights set forth in Section 11.A.i and may exercise them at any time.

B. Surrender of Premises. 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.A) "broom clean" and in good order and condition; (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.A). 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.

C. 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 state law. During such occupancy, Tenant shall comply with 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 (which City shall determine in its sole discretion).

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

12. General Provisions

A. General Provisions. This Agreement is subject to the General Provisions set forth at Exhibit E.

B. 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 DHL), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

If to City:

Airport Manager
St. George Regional Airport
175 E. 200 N.
St. George, Utah 84770

If to Tenant:

First West Aviation
195 West 3900 South
Salt Lake, Utah 84107

with a required, simultaneous copy to:

City Attorney
City of St. George
175 E. 200 N.
St. George, Utah 84770

with a required, simultaneous copy to:

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.B 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.

C. Incorporation. All exhibits referred to in this Agreement, as they may be amended from time to time, are incorporated in and are a part of this Agreement. Any proposal materials submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement. Tenant hereby acknowledges receiving Exhibits A – F to this Agreement.

D. 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.

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

CITY OF ST. GEORGE

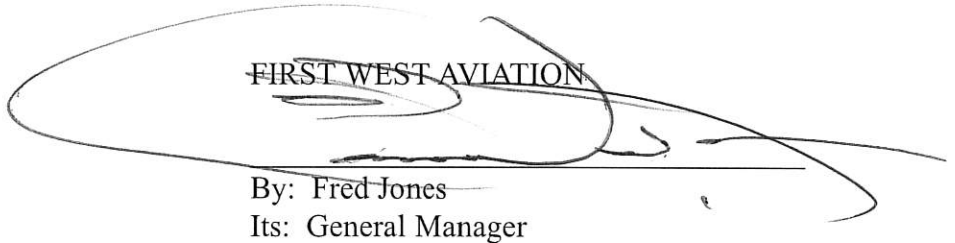
Jonathan T. Pike, Mayor

Attest:

Christina Fernandez, City Recorder

Approved as to form:

Paula Houston, Deputy City Attorney


FIRST WEST AVIATION

By: Fred Jones
Its: General Manager

EXHIBIT A

PREMISES

Property description of the Premises:

Lot(s) FIFTY-TWO B (52-B) on the St. George Airport Hangar Parcel Plat, which contains TEN THOUSAND THREE HUNDRED EIGHTY (10,380) square feet. For informational purposes, such lot is depicted on the following page.

The remainder of this page has been intentionally left blank

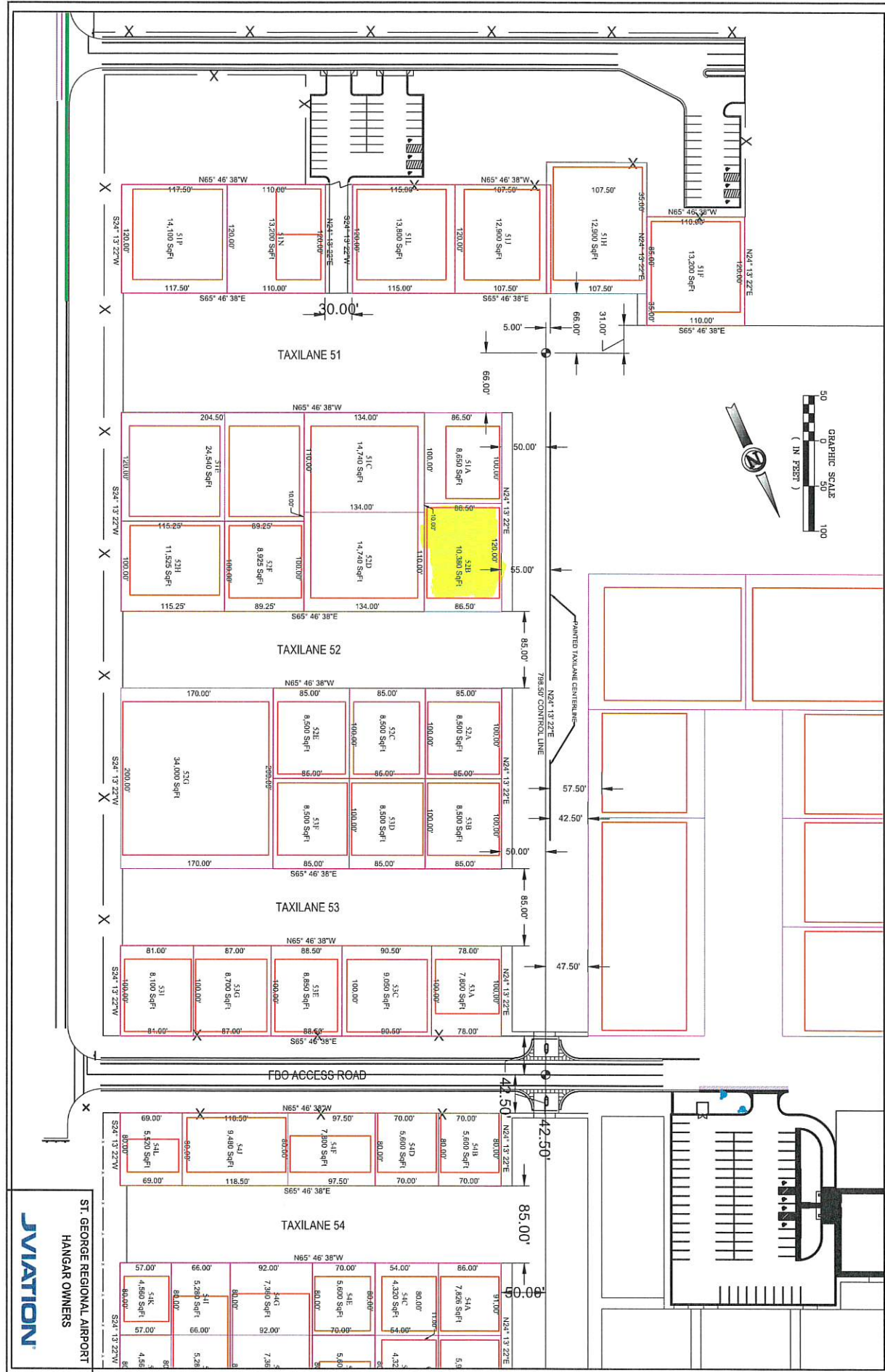


EXHIBIT B

TENANT CONSTRUCTION REQUIREMENTS

B.1 Authorization. Tenant shall not commence any construction on the Premises without the City's prior written consent for all work to be conducted. Tenant shall submit plans, a schedule, and a budget to City when making any request to construct improvements. City may request any information, request modifications, consent to, or deny Tenant's request in City's sole discretion. For any authorized project, Tenant shall provide City with copies of all plans, specifications, and construction documents during the progress of the work, and the matters contained therein shall be subject to City's consent. Tenant shall make no changes to the work without City's prior written consent.

B.2 Standard. All work shall be performed in a good and workmanlike manner, and shall be equal to or greater than the quality of the original materials, workmanship, and appearance of similar work performed by Tenant or by City elsewhere at the Airport. Work shall be performed by qualified and properly licensed personnel. All work shall conform to Laws and Regulations. Work shall be performed in a safe manner, and City shall have the right, but not the duty, to stop any work until safety conditions can be investigated and implemented. The work site shall be secured consistent with industry standards at Airports during the performance of the work.

B.3 Coordination. Tenant shall coordinate all work with Airport activities, and shall minimize any disruption to Airport activities, tenants, and users. City shall have the right, but not the duty, to direct that Tenant and Tenant's Associates cease activities or revise work plans to avoid disruption. Tenant and Tenant's Associates shall meet with City as requested by City as the work progresses and provide the City with information as City may require. City may require Tenant to comply with other measures that are in the City's interests in connection with any construction activities.

B.4 Indemnification, Insurance, and Bonds. Tenant shall cause Tenant's Associates who are performing any work relating to constructing improvements to provide the following:

a. Indemnity. Tenant shall require such associates to indemnify City in connection with City's interests consistent with the indemnity obligation of Section 6.A.

b. Insurance. Tenant shall provide or shall require such associates to provide builder's risk coverage to insure the improvements constructed on the Premises to the extent of not less than one hundred percent (100%) of such improvements' full insurable value using the all risk form of protection, as well as general liability, auto, and workers compensation insurance coverage as set forth in Section 6 to cover such work. Tenant shall also require design professionals to provide errors and omissions coverage in an amount not less than one million

dollars (\$1,000,000). All such insurance shall comply with and be subject to City's insurance requirements including, but not limited to, those set forth at Exhibit D.

c. Bonds. Tenant shall provide or shall require such associates to provide construction payment and performance bonds in amounts covering not less than one hundred percent (100%) of the contract price of such improvements and in a form acceptable to City. All such bonds shall name the City as a co-obligee.

B.5 Agreement Applicable to Work. The provisions of this Agreement shall apply to all work pursued by Tenant to construct improvements, regardless of whether such work commences or concludes before the Commencement Date or after any expiration or termination of this Agreement (including, but not limited to, Tenant's indemnity, waiver, and insurance obligations under Section 6 and repair obligations under Section 4.F, provisions prohibiting liens, and provisions requiring compliance with all Laws and Regulations). Tenant shall provide for compliance with this Agreement's requirements by Tenant's Associates who are performing any work relating to constructing improvements.

B.6 Permits, Plan Checks Required. Tenant and Tenant's Associates who are performing any work relating to constructing improvements must comply with all City requirements applicable to construction, including, but not limited to, permit requirements, plan check requirements, and other requirements imposed by City.

B.7 Default. Tenant shall comply with the construction schedule approved by City. If such construction is not completed materially within any times required by Tenant's approved schedule, or if for any reason Tenant fails to complete construction within ninety (90) days of Tenant's approved date for substantial completion, Tenant shall be in default under this Agreement and City shall have all of the rights set forth in Section 11.A regarding a disposition of Tenant Improvements in addition to all other remedies. Upon any default, Tenant shall turn over to City copies of all records associated with the work and shall work cooperatively with City.

B.8 Final Submittals. Tenant shall submit the following to City within ninety (90) days of beneficial occupancy:

a. Certified Financials. Tenant shall submit a statement of construction costs certifying the total construction cost of any improvement in a form reasonably required by City.

b. Free of Liens. Tenant shall submit a statement that the Premises and Tenant Improvements are free and clear of all liens, claims, or encumbrances (except when specifically authorized in the manner permitted under this Agreement).

c. As-Built Drawings. Tenant shall submit at its expense a complete set of accurate "as-built" plans and specifications for Tenant Improvements constructed at the Airport (or in the case of Tenant Improvements relocated from the Former Airport, the plans and specifications relating to such relocation). Such plans and specifications shall include one set of bond paper

“record” drawings and electronic drawings that conform to a format and to standards specified by City.

B.9 Initial Tenant Improvements. City has authorized and Tenant shall construct the initial Tenant Improvements that are summarized at Exhibit B, Attachment 1, and such obligation includes, but is not limited to, the plans, schedule, and date for access to the Premises in connection with such improvements.

B.10 Release by Former Airport Tenants. If Tenant was a tenant at the Former Airport, Tenant agrees that as of the Commencement Date, all agreements and other interests between Tenant and City regarding the Former Airport shall terminate (if not terminated sooner); provided that Tenant shall remain liable to City for any matter arising from or relating to Tenant’s use, occupancy, or operations at the Former Airport during or prior to the time of Tenant’s last entry upon the Former Airport. Tenant hereby releases, acquits, and forever discharges City and its officers, employees, and agents from and against any and all losses, liabilities, claims, and causes of action, of every kind and character, that Tenant may have against City arising from or relating to the Former Airport, whether the same are presently known or unknown and whether or not the same have been or could have been discovered as of the date of this Agreement.

**EXHIBIT B
ATTACHMENT 1**

INITIAL TENANT IMPROVEMENTS

Date for Tenant's Access to the Premises: NA

The Commencement Date for this Agreement is stated in Section 2.

Schedule for Construction:

Commencement of the Work: July 15, 2020

Substantial Completion: January 11, 2021

Other schedule requirements shall be as set forth in the schedule submitted to City by Tenant.

Tenant shall cause the construction of the plans and specifications for Tenant Improvements as submitted to City, which may be summarized as follows:

**Hangar and appurtenances as detailed in plans approved by the City of St.
George**

EXHIBIT C

RENT AND PAYMENT

C.1 Rent. Tenant shall pay ground rent pursuant to this Agreement as follows:

Period	Rate Per Square Foot	Tenant's Square Footage	Annual Rent
01/2016 – 12/2020	\$0.214	10,380	\$2,221.32
1/2021 – 12/2025	\$0.255	10,380	\$2,646.90
1/2026 – 12/2030	\$0.303	10,380	\$3,145.14
1/2031 – 12/2035	\$0.361	10,380	\$3,747.18
1/2036 – 12/2040	\$0.430	10,380	\$4,463.40
1/2041 – 12/2045	\$0.511	10,380	\$5,304.18
01/2046 – 12/2050	\$0.605	10,380	\$6,279.90

The rental rates and calculations set forth in this Agreement shall not be construed to alter any other provision of this Agreement, including, but not limited to, the duration of this Agreement and any right to terminate this Agreement. City reserves the right to survey and measure the Premises as City may determine, and to correct any error in square footage. Tenant agrees that it shall execute any amendment necessary to correct an error in square footage and shall pay any adjusted rent based thereon.

C.2 Payment of Any Amount Due. Any amount due in connection with this Agreement or the use of the Airport shall be subject to the following terms; provided, however, that if any obligation is subject to payment terms pursuant to City ordinance or other City requirements that directly conflict with the following terms, such ordinance or other City requirements shall govern.

a. Past Due Amounts. Past due amounts are subject to Section 10.C of this Agreement.

b. 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 that the City may implement from time to time) in addition to other sums due under this Agreement.

c. No Demand and Effect of Payment. All sums relating to this Agreement shall be due without prior notice or demand except when notice is necessary to make Tenant aware of the amount due if such amount is not otherwise set forth in this Agreement. Tenant shall make all payments without set-off or deduction. All sums paid by Tenant shall first be applied to any past due rent beginning with the most recent amount due. No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. City may accept any payment without prejudice to City's rights to recover any sum or pursue other remedies provided by this Agreement or by law.

d. City Advances. If City pays any amount on behalf of Tenant (including, but not limited to, civil penalties assessed to City in connection with Tenant's use of the Airport) such amount shall constitute an advance by City to Tenant. Tenant shall promptly pay the same to the City upon receipt of an invoice for the same.

e. City Right to Apply. City shall have the right to apply any sums paid or provided by Tenant in connection with this Agreement to any obligation that Tenant owes to City in connection with the Airport, whether or not such obligation arises in connection with this Agreement.

f. Payment Address. Tenant shall make payments to City at the following address (or at such other address that City may designate in writing):

City of St. George
Finance Department
175 East 200 North
St. George, UT 84770

g. Reestablishment of Rates and Charges. Except for the rent stated in Exhibit C, Section C.1, City in its sole discretion may from time to time reestablish (or newly initiate) any type of rates and charges at the Airport (in a manner consistent with Laws and Regulations) to provide for the Airport's operations.

h. No Interest. City shall pay no interest on any sum that City pays to Tenant pursuant to this Agreement.

i. Audit. If any sum relating to this Agreement is due based on records or calculations maintained by Tenant, Tenant agrees that City shall have the right to inspect, copy, and audit all such records and calculations. Tenant shall make such records and calculations available to City at City's offices within twenty-four (24) hours after City delivers to Tenant a written request for the same. Tenant shall maintain such records and calculations for three (3) years (during which this Agreement is in effect). City agrees that an audit of such records and calculations shall occur no more frequently than once each year. If as a result of any such audit it is established that Tenant has overpaid any sum due, City shall promptly refund such overpayment. If such audit establishes that additional sums are due to the City, Tenant shall

promptly pay such sums in accordance with the requirements of Section 10.C, and shall pay the reasonable cost of the audit if the audit establishes a collective discrepancy of more than five percent (5%) for all matters examined.

C.3 Liquidated Damages. Tenant agrees that City will be damaged if Tenant fails to comply with this Agreement. Therefore, in addition to any other remedies that City may have or damages that it may pursue, City may take the following actions and charge Tenant damages as stated below not as a penalty, but as liquidated compensatory damages to pay City's administrative costs associated with undertaking the specified act.

a. Requesting Compliance. If Tenant fails to comply with any obligation under this Agreement, City may charge Tenant one hundred dollars (\$100) for every written notice that City sends to Tenant requesting compliance.

b. Reestablishment of Damages. City reserves the right to reassess its costs from time to time in connection with taking the foregoing actions (or in connection with other actions that City takes to enforce this Agreement) and to reestablish the amount of the foregoing liquidated damages, or implement additional liquidated damages, based on City's cost increases.

EXHIBIT D

INSURANCE REQUIREMENTS

D.1. 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 canceled, 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 workers' 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.

D.2 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.

D.3. 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.

D.4. 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 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.

D.5 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.

EXHIBIT E

GENERAL PROVISIONS

E.1 Governmental Provisions.

a. Nondiscrimination Regarding USDOT Programs. Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

b. Nondiscrimination Regarding Facilities, Improvements, and Federally-Funded Activities. Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sublessees or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

c. 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).

d. 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.

e. 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 (including, but not limited to, those providing funding), 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 (including, but not limited to, any assurances or covenants required of City or obligations imposed by law), Tenant shall immediately take all actions that may be necessary to preserve City's compliance with the same. Without liability to City, City shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Tenant by such authority.

E.2. 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.3. 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 that 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.

E.4. 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.

E.5. 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 recovery of possession of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with 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, attorneys fees, incurred by City in any case or proceeding involving Tenant or any permitted assignee of Tenant under or related to any bankruptcy or

insolvency law. The provisions of this Section E.5 shall survive any expiration or termination of this Agreement.

E.6. 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 irrevocably 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 E.6 shall survive any expiration or termination of this Agreement.

E.7. 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.

E.8. 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 party. 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.

E.9. 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, nor agreement of the other party except for those expressly contained in this Agreement.

E.10. Art. Tenant shall not install any object in the Premises that constitutes a work of visual art under the Visual Artists Rights Act of 1990 unless Tenant has obtained City's prior written approval and provided City with a written waiver that complies with the requirements of such Act or its successor.

E.11. 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.

E.12. 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.

E.13. 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.

E.14. 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.

E.15. Time of Essence. Time is of the essence of this Agreement.

EXHIBIT F

HANGAR RULES

The rules set forth in this Exhibit F may be modified by City from time to time upon written notice to Tenant.

F.1 Authorized Use Only. Tenant shall use the Premises only for the purposes permitted by this Agreement. No items unrelated to that purpose are to be stored on the Premises. Tenant may not store any property outside of the Tenant Improvements.

F.2 Storage of Certain Materials. Tenant shall store no explosives, solvents, or flammables with a flash point below 100 degrees Fahrenheit (100° F) on the Premises. Lubricating oil stored on the Premises must be in closed containers.

F.3 Close Doors. Tenant shall assure that all hangar doors for the Tenant Improvements are kept closed when the hangar is unattended.

F.4 Aircraft Maintenance and Repairs. Tenant shall not use the Premises for spray painting or doping (except for de minimus painting on a portion of the Aircraft on a non-commercial basis). Tenant may make or cause to be made on the Premises necessary repairs, light maintenance, and inspections to the Aircraft as required by Laws and Regulations to allow the Aircraft to be maintained in an airworthy condition. On a non-commercial basis, Tenant may also construct an Aircraft within the Tenant Improvements. Mechanics hired by Tenant to repair, maintain, or inspect said Aircraft must be properly licensed according to Laws and Regulations.

F.5 Fire Extinguisher. Tenant shall furnish a portable fire extinguisher (which meets the applicable fire code) and shall keep the same in the Tenant Improvements at all times, provide for the yearly inspection thereof by a certified fire extinguisher inspector, and report the use of any fire extinguisher equipment on the Premises to the Airport Manager.

F.6 Clean Premises. Tenant shall keep the Premises clean and free of debris and shall store garbage in a covered metal container.

F.7 Hoisting Devices. Tenant shall not use any hoisting device which in any way attaches to the structure of the Tenant Improvements. This does not preclude the use of a horizontal winch or similar device used to move the Aircraft into a hangar.

F.8 Self-Fueling. Tenant shall not conduct any self-fueling operations on the Premises. Tenant agrees that all self-fueling operations shall be subject to the Airport's self-fueling policies and fuel flowage fees.

DRAFT

Agenda Item Number : 1g

Request For Council Action

Date Submitted 07/08/2020 04:13 PM

**Proposed City Council
Date** 07/16/2020

Applicant Rich Stehmeier

Subject Consider approval of the Airport Grant Agreement for AIP 34 for the Airport Master Plan.

Background The FAA has approved a grant for the Airport Improvement Plan (AIP) for the purpose of developing a master plan for the airport. A full master plan has not been completed for the airport previously. The proposed grant is for \$990,200 and is 100% funded by the FAA with no local match.

Proposed Resolution Staff recommends approval

Cost \$0.00

Action Taken

Requested by Cameron Cutler

File Attachments sguaip-3-49-0060-034-2020-grantagreement-unsigned070820161334.pdf

**Approved by Legal
Department?** No

**Approved by City Admin
Services?** No

Approved in Budget? Yes **Amount:** 990,644



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

July 8, 2020

The Honorable Jonathan T. Pike
Mayor, City of St. George
175 East 200 North
St. George, Utah 84770

Dear Mayor Pike:

We are enclosing an electronic copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-49-0060-034-2020 at the St. George Regional Airport. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 7, 2020, in order for the grant to be valid.
- You may not make any modification to the text, terms or conditions of the grant offer.
- The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress**. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and

- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at the end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" will be sent separately via email.** Please complete and return a copy to our office with the executed Grant Agreement. Please make a copy for your files.

Christy Yaffa is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Christy at (303) 342-1280.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



John P. Bauer (Jul 8, 2020 15:25 MDT)

John P. Bauer
Manager, Denver Airports District Office

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	July 8, 2020
Airport/Planning Area	St. George Regional Airport
AIP Grant Number	3-49-0060-034-2020 (Contract No. DOT-FA20NM-1065)
DUNS Number	62-737-6569

TO: City of St. George, Utah
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated March 12, 2020 and amended April 16, 2020, for a grant of Federal funds for a project at or associated with the St. George Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the St. George Regional Airport (herein called the "Project") consisting of the following:

Develop Airport Master Plan

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 Reauthorization grant condition), (b) the Sponsor's acceptance of this Offer, and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$990,200.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$990,200 for planning;
\$0 for airport development or noise program implementation; and
\$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 7, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal

share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent for a land project.

- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA, if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
- 20. Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts, and subcontracts
- 21. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 23, 2010, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
- 22. Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

- 24. Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated February 28, 2020, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 25. Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Utah Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
- 26. Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.00 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the

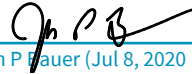
project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.50 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

- 27. AGIS Requirements.** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
- 28. Coordination.** The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



John P. Bauer (Jul 8, 2020 15:25 MDT)

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Dated _____

CITY OF ST. GEORGE, UTAH

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

Attested By:

(Signature of Sponsor's Attestation)

By:

(Typed Name of Sponsor's Attestation)

Title:

(Title of Sponsor's Attestation)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated _____

By: _____

(Signature of Sponsor's Attorney)



ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - b. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

- reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

DRAFT

Agenda Item Number : 1h

Request For Council Action

Date Submitted 07/13/2020 11:29 AM

**Proposed City Council
Date** 07/16/2020

Applicant Rich Stehmeier

Subject Consider approval of a Cooperative Agreement Utah Department of Transportation for AIP 34 Airport Master Plan.

Background For each AIP grant with the FAA, a cooperative agreement with UDOT is required in order to disperse the grant funds for the project. This item is requesting approval of the coop agreement with UDOT for AIP 34, specifically for the airport master plan.

Proposed Resolution Staff recommends approval

Cost \$0.00

Action Taken

Requested by Cameron Cutler

File Attachments stgeorgeco-opforusewithairportprojectmpuaip-0341071320112929.doc

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** No

Approved in Budget? N/A **Amount:**

COOPERATIVE AGENCY AGREEMENT

THIS AGREEMENT by and between the Aeronautical Operations Division of the State of Utah, Utah Department of Transportation, hereinafter called the "Division", and **St. George City**, hereinafter called the "Sponsor",

WITNESSETH:

WHEREAS, the Sponsor, with the approval of the Division, intends to apply for Federal Funds in aid of an airport project under the "FAA Reauthorization Act of 2018"; and

WHEREAS, under the provisions of Utah Title 72, Chapter 10, Part 3, Federal Airport Funds Act, as amended, the Sponsor appoints the Division its agent for the purpose therein stated,

NOW, THEREFORE, it is agreed by the respective parties: The Sponsor appoints the Division as agent for the Sponsor and the Division agrees to act as agent of the Sponsor for the purpose of accepting, receiving, and receipting for, and disbursing Federal monies and other public monies other than those of the Sponsor made available to finance in whole or in part the planning, construction, and improvement of the **St. George Municipal Airport** in connection with airport project No. **3-49-0060-034-2020. (Develop Airport Master Plan)**

Federal regulations require the Utah Department of Transportation to insure audit coverage of all federal funds passing through the Department to other agencies, the Sponsor agrees to provide the Department with an audit report in conformance with the United States General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities, and Functions; Guidelines for Financial and Compliance Audits for Federally Assisted Programs; Office of Management and Budget Circular A-133, and compliance supplements approved by the Office of Management and Budget. Audit reports in compliance with the above regulations are required

for any fiscal year during which costs covered by this agreement are incurred. The audit reports are to be submitted to the Utah Department of Transportation, Office of Internal Audit, 4501 South 2700 West, Salt Lake City, Utah 84119-5998, within 180 days (6 months) of the close of the fiscal year.

The Division does hereby acknowledge its approval of the Federal Aid for the improvement of the airport. Upon receipt of federal funds under this agreement, the Division shall deposit said funds with the State Treasurer from which a state warrant will be issued to the sponsor.

The sponsor shall process and submit to the Division for its approval and/or execution all proper documents, including the project application, plan set, specifications, applications for payment and project completion documentation.

This Agreement shall remain in full force and effect until the present project for the airport development under the "FAA Reauthorization Act of 2018" herein before referred to shall have been either substantially accomplished or abandoned by the Sponsor. It shall not apply to any subsequent or additional projects, nor to any program for development in which the United States does not participate financially.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals.

Authorized Official (Date)

State of Utah
Department of Transportation
Aeronautical Operations Division

Director (Date)

Attest:

Attest:

Recorder

(Seal)

Division of Aeronautics

DRAFT

Agenda Item Number : 02

Request For Council Action

Date Submitted 06/29/2020 02:31 PM

**Proposed City Council
Date** 07/16/2020

Applicant Fay E. Reber

Subject Consider approval of a resolution to give the City's consent and approval for Washington County Special Service District No. 1 and Republic Services to enter into the proposed 10-year Residential Waste Collection Agreement.

Background Washington County Special Service District No. 1 has had a contract with Republic Services to provide the collection and disposal of residential and commercial solid waste and after reviewing their options, they have decided it is better to extend the current agreement.

Proposed Resolution Consent and approval for Washington County Special Service District No. 1 to enter into an agreement with Republic Services.

Cost \$

Action Taken

Requested by Paula Houston

File Attachments municipalresolutionforsolidwaste6-29-20062920143159.docx

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** Yes

Approved in Budget? No **Amount:**

Garbage Proposed Rate Table

1st Yr Increase by: \$0.30

YEAR	Basic 2 Containers
City Admin Fee \$0.95	
Current	\$12.10
1-Feb-21	\$12.40
1-Jan-22	\$12.67
1-Jan-23	\$12.95
1-Jan-24	\$13.23
1-Jan-25	\$13.52
1-Jan-26	\$13.81
1-Jan-27	\$14.10
1-Jan-28	\$14.40
1-Jan-29	\$14.71
1-Jan-30	\$15.02

Note: 2.5% annually increase and \$0.25 increase **IF** recycling goes away.

Note: Item 6c of the District contract with the City allows for an annual increase of \$0.10, subject to approval by the the District's Board.

Republic 2.5%	Dist. Admin \$0.10	Dist. Total	City Admin	Total Billed
\$ 6.70	\$ 4.45	\$ 11.15	\$ 0.95	\$ 12.10
\$ 6.90	\$ 4.55	\$ 11.45	\$ 0.95	\$ 12.40
\$ 7.07	\$ 4.65	\$ 11.72	\$ 0.95	\$ 12.67
\$ 7.25	\$ 4.75	\$ 12.00	\$ 0.95	\$ 12.95
\$ 7.43	\$ 4.85	\$ 12.28	\$ 0.95	\$ 13.23
\$ 7.62	\$ 4.95	\$ 12.57	\$ 0.95	\$ 13.52
\$ 7.81	\$ 5.05	\$ 12.86	\$ 0.95	\$ 13.81
\$ 8.00	\$ 5.15	\$ 13.15	\$ 0.95	\$ 14.10
\$ 8.20	\$ 5.25	\$ 13.45	\$ 0.95	\$ 14.40
\$ 8.41	\$ 5.35	\$ 13.76	\$ 0.95	\$ 14.71
\$ 8.62	\$ 5.45	\$ 14.07	\$ 0.95	\$ 15.02

\$ 1.92 \$ 1.00 \$ 2.92 \$ 2.92

BluCan Recycling Proposed Rate Table

1st Yr Increase by: \$2.72 \$3.16 \$3.72

YEAR	TIER 1	TIER 2	TIER 3
City Admin Fee \$0.18	(51%+)	(41%-51%)	(34%-41%)
Current	\$3.12		
1-Feb-21	\$5.84	\$6.28	\$6.84
1-Jan-22	\$5.96	\$6.41	\$6.99
1-Jan-23	\$6.09	\$6.55	\$7.14
1-Jan-24	\$6.22	\$6.69	\$7.29
1-Jan-25	\$6.35	\$6.84	\$7.45
1-Jan-26	\$6.49	\$6.98	\$7.62
1-Jan-27	\$6.62	\$7.13	\$7.78
1-Jan-28	\$6.77	\$7.29	\$7.96
1-Jan-29	\$6.91	\$7.45	\$8.13
1-Jan-30	\$7.06	\$7.61	\$8.31

TIER 1		
Republic	City Admin	Total Billed
\$ 2.94	\$ 0.18	\$ 3.12
\$ 5.66	\$ 0.18	\$ 5.84
\$ 5.78	\$ 0.18	\$ 5.96
\$ 5.91	\$ 0.18	\$ 6.09
\$ 6.04	\$ 0.18	\$ 6.22
\$ 6.17	\$ 0.18	\$ 6.35
\$ 6.31	\$ 0.18	\$ 6.49
\$ 6.44	\$ 0.18	\$ 6.62
\$ 6.59	\$ 0.18	\$ 6.77
\$ 6.73	\$ 0.18	\$ 6.91
\$ 6.88	\$ 0.18	\$ 7.06

\$ 3.94

\$ 3.94

CITY OF ST. GEORGE, UTAH
RESOLUTION NO. _____

**A RESOLUTION SUPPORTING THE EXECUTION OF A PROPOSED RESIDENTIAL
WASTE COLLECTION AGREEMENT BETWEEN WASHINGTON COUNTY SPECIAL
SERVICE DISTRICT NO. 1 AND ALLIED WASTE TRANSPORTATION, INC., D/B/A
REPUBLIC SERVICES OF ST. GEORGE**

WHEREAS, Washington County Special Service District No. 1 (hereafter referred to as "District") was created by the Washington County Commission for the purpose of establishing a program for collection and disposal of solid waste in Washington County, Utah; and

WHEREAS, the District desires to enter into a 10-year agreement, titled "Residential Waste Collection Agreement," a copy of which is attached hereto and incorporated herein by reference as Exhibit "A", with Allied Waste Transportation, Inc., a Delaware corporation d/b/a Republic Services of St. George, for continuation of collection and disposal of residential and commercial solid waste throughout Washington County, Utah; and

WHEREAS, the District desires to obtain the approval and consent of the City of St. George to enter into said agreement attached hereto as Exhibit "A"; and

WHEREAS, the St. George City Council deems it necessary and expedient for the preservation of the public health, safety and welfare that the City consent to the District entering into the agreement attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the St. George City Council:

The City supports, consents and agrees to Washington County Special Service District No. 1 and Allied Waste Transportation, Inc., a Delaware corporation d/b/a Republic Services of St. George, entering into the agreement titled "Residential Waste Collection Agreement," which is attached hereto as Exhibit "A" and by this reference incorporated herein as if fully set forth,

This Resolution shall take effective immediately.

DATED this _____ day of _____, 2020.

CITY ST. GEORGE

ATTEST:

Jonathan T. Pike, Mayor

Christina Fernandez, City Recorder

DRAFT

Agenda Item Number : 03

Request For Council Action

Date Submitted 07/01/2020 04:49 PM

**Proposed City Council
Date** 07/16/2020

Applicant Fay Reber

Subject Consider a resolution to approve the City entering into an agreement with Washington County Special Service District No. 1 for Municipal Billing and Collection of residential waste.

Background Washington County Special Service District No. 1 was created for the purpose of collecting and disposing of residential and commercial solid waste in Washington County. They have provided this service to the city and wish to continue these services. The city has provided the billing and collection of the billing for the District for citizens of the city. The District would like the city to enter into a new contract to continue these services.

Proposed Resolution Approve the resolution authorizing the city to enter into a new agreement with the Washington County Special Service District No. 1 to provide the services.

Cost \$

Action Taken

Requested by Paula Houston

File Attachments municipalresolutionforbillforthesolidwastedistrict070120164902.docx

Approved by Legal Yes

Department?

Approved by City Admin Yes
Services?

Approved in Budget? N/A **Amount:**

**CITY OF ST. GEORGE, UTAH
RESOLUTION NO. _____**

**A RESOLUTION APPROVING A MUNICIPAL BILLING AND COLLECTION
AGREEMENT BETWEEN THE CITY OF ST. GEORGE AND THE WASHINGTON
COUNTY SPECIAL SERVICE DISTRICT NO. 1**

WHEREAS Washington County Special Service District No. 1 (hereafter referred to as "District") was created by the Washington County Commission for the purpose of establishing a program for collection and disposal of solid waste in Washington County, Utah; and

WHEREAS the District has contracted with the City of St. George (hereafter referred to as "City") to provide the collection and disposal of residential and commercial solid waste and City has provided the billing and collection for those services; and

WHEREAS the District desires to enter into a Municipal Billing and Collection Agreement, a copy of which is attached hereto and by this reference incorporated herein as Exhibit "A", with the City of St. George for the purposes stated therein; and

WHEREAS the St. George City Council deems it necessary and expedient for the preservation of the public health, safety and welfare that the agreement attached hereto as Exhibit "A" be approved.

NOW, THEREFORE, BE IT RESOLVED by the St. George City Council:

The Municipal Billing and Collection Agreement between Washington County Special Service District No. 1 and the City of St. George, attached hereto as Exhibit "A", is hereby approved, and the Mayor and City Recorder are hereby authorized to execute said agreement on behalf of the City.

This Resolution shall take effective immediately.

DATED this _____ day of _____, 2020.

CITY ST. GEORGE

ATTEST:

Jonathan T. Pike, Mayor

Christina Fernandez, City Recorder

DRAFT

Agenda Item Number : 04

Request For Council Action

Date Submitted 07/08/2020 09:45 AM

**Proposed City Council
Date** 07/16/2020

Applicant Shane McAfee / Michelle Graves

Subject Consider approval of the RAP grant awards to local art groups.

Background Through the RAP Tax (sales tax) dedicated to recreation, arts, and parks, the City of St. George has budgeted \$275,000 to award to various groups in the City. \$25,000 is set aside through a separate agreement for Tuacahn. The remainder is awarded in varying amounts to 29 different local art groups based on their applications and recommended by the St. George Arts Commission. The awards vary in amount from \$1,000 to \$22,000.

Proposed Resolution Approve the RAP Tax Art grant allocations as recommended by the St. George Arts Commission

Cost \$\$250,000

Action Taken

Requested by Shane McAfee

File Attachments 2021rapawards070820100612.pdf

**Approved by Legal
Department?** No

**Approved by City Admin
Services?** No

Approved in Budget? Yes **Amount:** \$250,000

Number	Organization	Requested Amount	Final Recommendation	1st Quarter Disbursement	2nd Quarter Disbursement	3rd Quarter Disbursement	4th Quarter Disbursement
1	A.R.T.S. - dba:St. George Jazz Festival	\$ 12,000.00	6,000.00	1,500.00	1,500.00	1,500.00	1,500.00
2	A.R.T.S. - dba:The Difiore Center	\$ 20,000.00	10,000.00	2,500.00	2,500.00	2,500.00	2,500.00
3	A.R.T.S. - Fiscal sponsor Rebel Jazz Band	\$ 16,000.00	8,000.00	2,000.00	2,000.00	2,000.00	2,000.00
4	A.R.T.S. dba:Laughing Cactus Puppetry Guild	\$ 1,500.00	1,500.00	375.00	375.00	375.00	375.00
5	A.R.T.S. dba:Zion Music Ensembles	\$ 1,000.00	1,000.00	250.00	250.00	250.00	250.00
6	Art Around the Corner Foundation	\$ 10,000.00	2,000.00	500.00	500.00	500.00	500.00
7	Castle Rock Music Camp - DSU Music Dept.	\$ 8,524.00	6,000.00	1,500.00	1,500.00	1,500.00	1,500.00
8	Celebrity Concert Series	\$ 25,000.00	22,000.00	5,500.00	5,500.00	5,500.00	5,500.00
9	DinosaurAh!Torium	\$ 5,000.00	5,000.00	1,250.00	1,250.00	1,250.00	1,250.00
10	Dixie Watercolor Society	\$ 9,700.00	5,000.00	1,250.00	1,250.00	1,250.00	1,250.00
11	Exchange Club of St. George Foundation	\$ 7,500.00	7,500.00	1,875.00	1,875.00	1,875.00	1,875.00
12	Film and Media Alliance of Southern Utah	\$ 20,000.00	10,000.00	2,500.00	2,500.00	2,500.00	2,500.00
13	Lieto	\$ 2,500.00	2,500.00	625.00	625.00	625.00	625.00
14	Redrock Writers	\$ 2,500.00	2,500.00	625.00	625.00	625.00	625.00
15	Saint George Chamber Singers	\$ 8,500.00	4,000.00	1,000.00	1,000.00	1,000.00	1,000.00
16	Sears Art Museum	\$ 35,700.00	10,000.00	2,500.00	2,500.00	2,500.00	2,500.00
17	Southern Utah Art Guild	\$ 20,000.00	8,000.00	2,000.00	2,000.00	2,000.00	2,000.00
18	Southern Utah Comedy Theater	\$ 10,000.00	2,000.00	500.00	500.00	500.00	500.00
19	Southern Utah Heritage Choir	\$ 25,000.00	22,000.00	5,500.00	5,500.00	5,500.00	5,500.00
20	Southern Utah Performing Arts Center	\$ 50,000.00	0.00	0.00	0.00	0.00	0.00
21	Southwest Symphony Orcestra	\$ 50,000.00	22,000.00	5,500.00	5,500.00	5,500.00	5,500.00
22	St. George Children's Museum	\$ 60,000.00	22,000.00	5,500.00	5,500.00	5,500.00	5,500.00
23	St. George Dance Company	\$ 25,000.00	15,000.00	3,750.00	3,750.00	3,750.00	3,750.00
24	St. George Musical Theater	\$ 30,000.00	22,000.00	5,500.00	5,500.00	5,500.00	5,500.00
25	The Stage Door Theater	\$ 30,000.00	15,000.00	3,750.00	3,750.00	3,750.00	3,750.00
26	Western Sky Aviation Warbird Museum, Inc.	\$ 8,000.00	6,500.00	1,625.00	1,625.00	1,625.00	1,625.00
27	Zion Youth Symphony Orchestra	\$ 2,000.00	2,000.00	500.00	500.00	500.00	500.00
28	Daughters of the Utah Pioneers	\$ 2,500.00	2,500.00	625.00	625.00	625.00	625.00
29	Washington County Historical Society	\$ 3,200.00	3,200.00	800.00	800.00	800.00	800.00
30	Arts to Zion	\$ 5,000.00	4,800.00	1,200.00	1,200.00	1,200.00	1,200.00
31		\$ -					
	Total	506,124.00	250,000.00	62,500.00	62,500.00	62,500.00	62,500.00

DRAFT

Agenda Item Number : 05

Request For Council Action

Date Submitted 07/09/2020 09:11 AM

**Proposed City Council
Date** 07/16/2020

Applicant Jay Sandberg

Subject Consider approval of property purchases along River Road between Riverside Drive and 1450 South needed for widening of River Road.

Background The city is acquiring property, utility and slope easements, and temporary construction easements, along River Road for the widening project that is going to start construction in the fall of 2020. There are a total of 21 separate parcels with 12 separate property owners. This project, including property and easement acquisition, is federally funded with a local match of 6.77%.

Proposed Resolution Approve

Cost \$N/A

Action Taken

Requested by Jay Sandberg

File Attachments riverroadrowacquisition070920091111.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** NA

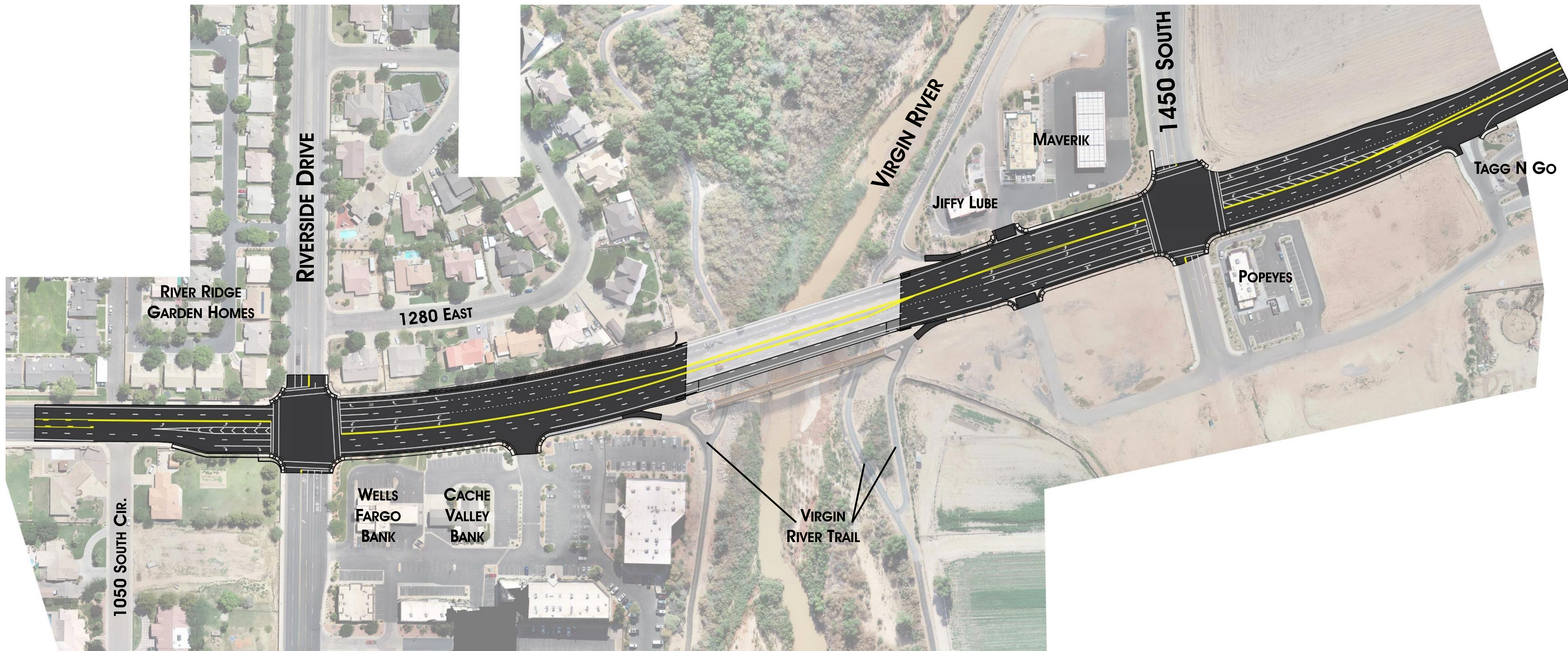
Approved in Budget? Yes **Amount:** 6.77% Match

ROW Acquisition for River Road, Riverside Drive to 1450 South

<u>Owner/Grantor</u>	<u>Type</u>	<u>Acres</u>	<u>Amount</u>
Alta Bank (Bank of American Fork)	Warranty Deed	0.040	\$57,900.00
	Temporary Easement	0.063	
Bonanza Plaza, LLC (Dutch Bros. Coffee)	Temporary Easement	0.011	\$4,910.00
CapMarc, LLC (CapMarc Holdings LLC)	Warranty Deed	0.004	\$7,100.00
Crystal Inn Holdings, LLC (Maverik)	Temporary Easement	0.012	\$6,460.00
Highland Commercial Park LLC	Warranty Deed	0.033	\$49,000.00
	Temporary Easement	0.070	
	Perpetual Easement	0.008	
HZ Proprs RE. Ltd (Popeyes)	Warranty Deed	0.024	\$66,000.00
	Temporary Easement	0.024	
QCO, LLC (Tagg n Go)	Temporary Easement	0.014	\$5,500.00
River Road Investments, LLC	Warranty Deed	0.008	\$18,500.00
	Temporary Easement	0.032	
	Perpetual Easement	0.001	
SEGAR LIVING TRUST	Warranty Deed	0.041	\$40,230.00
	Temporary Easement	0.044	
SIMLEW, LC	Warranty Deed	0.032	\$92,300.00
	Temporary Easement	0.101	
SWISS BROS. LLC (Jiffy Lube)	Temporary Easement	0.012	\$6,450.00
Wells Fargo Bank, N.A.	Warranty Deed	0.062	\$120,200.00
	Temporary Easement	0.064	
			<hr/> \$474,550.00



////// PROJECT OVERVIEW



ST. GEORGE CITY Right of Way Contract

Fee Simple Acquisition - Strip

Project No: F-LC53(74) Parcel No.(s): 111:C, 111:EC
Pin No: 13043 Job/Project No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-BLDR-1-8
Property Address: ST. GEORGE UT, 84790
Owner's Address: 855 East 9400 South, Sandy, UT 84094
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor(s): Bank of American Fork, a division of People's Intermountain Bank, now known as ALTABANK, Grantee:
ST. GEORGE CITY/The City

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

1. The Grantor hereby agrees to: (a) convey property known as parcel number 111:C for a public road and other related transportation purposes by Special Warranty Deed (the "Deed") in substantially the same form and content as the deed attached hereto and incorporated herein on Exhibit A, attached hereto; and (b) convey temporary easement (the "Easement") for the purposes set forth therein on and under the parcel of land known as parcel number 111:EC by Temporary Construction Easement Agreement in substantially the same form and content as the agreement attached hereto and incorporated herein on Exhibit B, attached hereto. The Deed and Easement are sometimes collectively referred to herein as the "Right-of-way."
2. This contract is to be returned to: Kent Ahleen (Consultant/Realtor), Right of Way Agent c/o ST. GEORGE CITY, 175 EAST 200 NORTH, ST. GEORGE, UT 84770.
3. Grantor will convey the Right-of-way in its "AS IS", "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS", including but not limited to existing easements, recorded or unrecorded, both latent and patent defects. Grantor will convey the Right-of-way subject to: (i) any state of facts which an accurate survey or physical inspection of the property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights, rights-of-way, covenants, conditions, restrictions, encroachments, and all other matters of record or enforceable at law or in equity. Notwithstanding the foregoing, Grantee may, in Grantee's sole discretion, either (a) require Grantor to secure the release of any liens or encumbrances that can be released through the payment of money before payment of the purchase price enumerated herein or (b) deduct from the sales price enumerated herein all amounts Grantor is required to pay to secure the release of the aforementioned encumbrances, including any expenses or payments incurred in an eminent domain action, should Grantor determine such action is in its interest to pursue to clear such encumbrances.
4. Grantor will reserve all existing rights for access to and from Grantor's adjacent property; provided that Grantee may exercise its police power to regulate or control traffic or maintain or replace improvements in the Right-of-way.
5. Grantee shall not suffer or permit to be enforced against the Grantor's property any contractors' liens arising by, through or under Grantee or any of Grantee's contractors, servants, or agents. Grantee shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against the Grantor's property. Grantee expressly agrees to indemnify, defend and hold harmless Grantor, the from all liability for any and all such liens, claims and demands.
6. Grantee and its successors and assigns hereby agree to indemnify, defend and hold harmless Grantor, and any entity controlling, controlled by or under control with Grantor ("Affiliates"), and its and their Affiliates' officers, directors, employees, managers, members, agents, servants, successors, and assigns from and against any and all third party liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of the acts and omissions of Grantee and Grantee's agents, servants, employees, consultants, contractors, and subcontractors ("Grantee's Agents") related to: (i) the use of the property and Grantor's property by Grantee and Grantee's Agents; and (ii) any work performed in or on the property or Grantor's property by Grantee or its successors or assigns, and Grantee's Agents. Grantee shall have no obligation to indemnify Grantor or Grantor's Affiliates pursuant to this paragraph for claims or liabilities directly caused by Grantor's active negligence (excluding claims arising from premises liability).

- or any duty arising from Grantor's ownership of the property or Grantor's adjacent property).
7. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
8. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
9. The City shall pay the Grantor and or other parties of interest for the real property in the Deed and the Easement an amount of \$57,900, in readily available funds, upon the date Grantee records the duly executed and acknowledged Deed and Easement or an order issued by a court of competent jurisdiction granting possession of the Right-of-way to the City.
10. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
11. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

TOTAL SELLING PRICE \$57,900.00

Free Simple Acquisition – Strip

Grantor's Initials

Page 3 of 3 JA
Grantor's Initials
4850-8138-2838.v4



ADMINISTRATIVE DECISION FOR PROPERTY SETTLEMENT

Project No: F-LC53(74) Parcel No.(s): 111:C, 111:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-BLDR-1-8
Property Address: ST. GEORGE UT, 84790
Owner's Address: 855 East 9400 South, Sandy, UT, 84094
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Bank of American Fork, a Division of People's Intermountain Bank
Grantee: ST. GEORGE CITY

In Compliance with the provisions of **Section 24.102(i)**, an Administrative Settlement has been recommended for the purchase of subject parcel(s).

An agent assigned to this parcel has recorded, by written log, that an Offer to Purchase was made to the property owner in the amount of \$54,900.00. The grantor(s) declined the offer.

As without additional compensation a negotiated settlement did not appear to be possible, it was believed to be in the best interest of ST. GEORGE CITY to settle this matter for the additional amount of \$3,000.00.

Reasoning for the recommended settlement is as follows:

City of St. George has approved the incentive bonus of \$3000. as administrative settlement due to the time spent with name change and contract verbage.

Settlement is, therefore, approved as follows:

Fair Market Value	\$54,900.00
Administrative Settlement	\$3,000.00
TOTAL	\$57,900.00

6-25-2020
Date of Recommendation


Kent Ahleen (Consultant/Realtor) / Acquisition Agent

Date of Approval

Jolene Ottley / Team Leader

Date of Approval

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St. George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Special Warranty Deed
(CORPORATION)
Washington County

Tax ID. No. SG-BLDR-1-8 PIN No. 13043
Project No. F-LC53(74) Parcel No. LC53:111:C

Bank of American Fork, a division of People's Intermountain Bank, now known as ALTABANK, Grantor, hereby conveys and warrants against all who claim by, through, or under the Grantor to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing River Road known as Project No. F-LC53(74), being part of an entire tract of property situate South Half of Section 32, T.42S., R.15E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point 4,197.07 ft. S.0°32'03"W. along the east line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 1,777.64 ft. West from the northeast corner of said Section 32, point being 58.12 ft. perpendicularly distant westerly from the River Road Control Line, of said project opposite approximate engineer station 108+93.72, point also being the southeast corner of said entire tract, and running thence S.76°47'29"W. 31.95 ft. along the southerly line of said entire tract, to a point 90.00 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 108+95.94; thence N.18°44'52"E. 43.45 ft. to a point 64.50 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 109+31.12; thence N.17°11'21"W. 106.73 ft. to a point 64.50 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 110+37.85; thence N.18°04'14"W. 90.90 ft. to a point 65.90 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 111+28.74, to a point on the northerly line of said entire tract; thence S.35°21'44"E. 24.30 ft. along the northerly line of said entire tract, to a point 58.32 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 111+05.66; thence S.17°14'33"E. 179.57 ft. to a point 58.15 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 109+26.08; thence S.72°45'28"W. 10.00 ft. to a point 68.15 ft. perpendicularly distant westerly

from said control line, of said project opposite approximate engineer station 109+26.08; thence S.17°14'32"E. 20.00 ft. to a point 68.14 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 109+06.08; thence N.72°45'28"E. 10.00 ft. to a point 58.14 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 109+06.08; thence S.17°14'33"E. 12.37 ft. to the point of beginning. The above described part of an entire tract contains 1,719 square feet in area or 0.040 acre, more or less.

(Note: Rotate all bearings in the above description 0°00'00" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

SUBJECT TO: (i) any state of facts which an accurate survey or physical inspection of the property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights, rights-of-way, covenants, conditions, restrictions, encroachments, liens, encumbrances, taxes and assessments, and all other matters of record or enforceable at law or in equity.

GRANTOR RESERVES all existing rights for access to and from Grantor's adjacent property. Nothing herein shall prevent Grantee from exercising its police power to regulate or control traffic or maintain or replace the improvements in the Right-of-way.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed this 10th day of June, 2020.

GRANTOR:

ALTABANK, a Utah corporation

By:

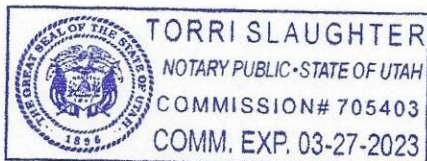
Name (Print): Judd Austin

Its: VP/Chief Banking Officer

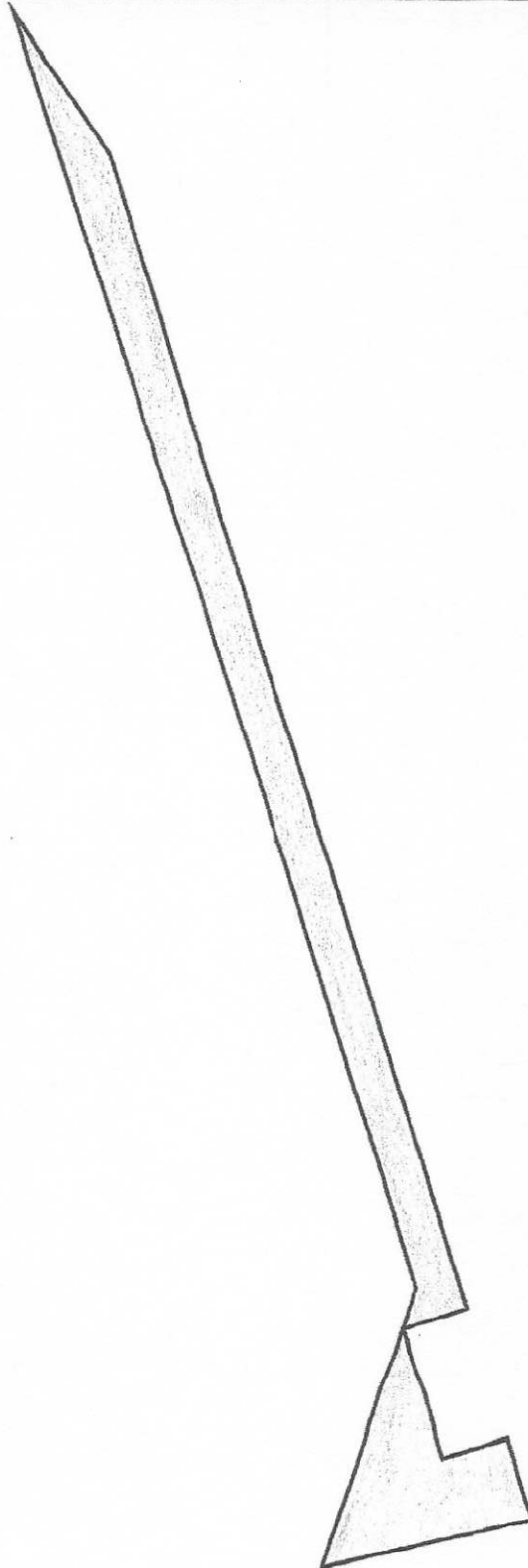
STATE OF UTAH)

ss: UTAH
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10th day of June, 2020, by Judd Austin, known or identified to me to be the person who executed the foregoing instrument as VP/Chief Banking Officer of ALTABANK, a Utah corporation, and acknowledged to me that said corporation executed the same.



Torri Slaughter
Notary Public for the State of Utah



1/25/2019

Scale: 1 inch= 27 feet

File: 13043_F-LC53(74)_01P_111_C_DeedPlot.ndp

Tract 1: 0.0395 Acres (1719 Sq. Feet), Closure: n43.5809w 0.01 ft. (1/43851), Perimeter=529 ft.

01 s76.4729w 31.95
02 n18.4452e 43.45

03 n17.1121w 106.73

04 n18.0414w 90.9

05 s35.2144e 24.3

06 s17.1433e 179.57

07 s72.4528w 10

08 s17.1432e 20

09 n72.4528e 10

10 s17.1433e 12.37

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement
(CORPORATION)
Washington County

Tax ID. No. SG-BLDR-1-8 PIN No. 13043
Project No. F-LC53(74) Parcel No. LC53:111:EC

Bank of American Fork, a division of People's Intermountain Bank, now known as ALTABANK, Grantor, hereby GRANTS AND CONVEYS to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A temporary easement (the "Easement"), upon part of an entire tract of property, in the Southern Half of Section 32, T.42S., R.15W., S.L.B.&M., in Washington County, Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes and appurtenant parts thereof for the existing River Road known as Project No. F-LC53(74). This Easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for two (2) years, whichever first occurs. The Easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said Easement are described as follows (the "Easement Area"):

Beginning at a point 4,163.23 ft. S.0°32'03"W. along the east line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 1,795.10 ft. West from the northeast corner of said Section 32, point being 64.50 ft. perpendicularly distant westerly from the River Road Control Line, of said project opposite approximate engineer station 109+31.12, and running thence S.18°44'52"W. 17.04 feet to a point 74.50 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 109+17.32; thence N.17°11'21"W. 120.45 ft. to a point 74.50 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 110+37.77; thence N.18°04'14"W. 82.24 ft. to a point 75.77 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 111+20.00; thence S.72°48'39"W. 15.00 ft. to a point 90.77 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 111+20.00; thence N.18°04'14"W. 35.86 ft. to a point 91.32 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 111+55.86, point also being on the northerly line of said entire tract; thence N.72°58'14"E. 16.53 ft. along the northerly line of said entire tract, to a point 74.79 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 111 +55.81; thence S.35°21'44"E. 28.49 ft. to a point 65.90 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 111+28.74; thence S.18°04'14"E. 90.90 ft. to a point 64.50 ft. perpendicularly

distant westerly from said control line, of said project opposite approximate engineer station 110+37.85; thence S.17°11'21"E. 106.73 ft. to the point of beginning. The above described part of an entire tract contains 2,739 square feet in area or 0.063 acre, more or less.

(Note: Rotate all bearings in the above description 0°00'00" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

GRANTEE'S RIGHT to use the Easement Area shall be subject to the following conditions, which upon the recordation of this instrument or use of the Easement shall be deemed to have been agreed and accepted by Grantee: (a) Grantee, and its successors and assigns, contractors, agents, servants, and employees ("Grantee's Parties") shall enter and use the Easement Area at their sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of the Easement Area by Grantee and any entity; (b) Grantee shall repair any portion of the Easement Area or Grantor's adjacent property damaged in the prosecution of any work by Grantee or Grantee's Parties, and shall otherwise restore the surface condition to the same or better condition that it was in prior to such work by Grantee or Grantee's Parties; (c) Grantee's work on the Easement Area will not prevent or substantially interfere with pedestrian and vehicular access to Grantor's adjacent property except as absolutely necessary to complete construction of Grantee's improvements (and in such event Grantee will use best efforts to complete construction that is interfering with access to Grantor's adjacent property as quickly as possible); (d) Grantee hereby indemnifies, holds harmless and agrees to defend Grantor from and against any and all liens, encumbrances, costs (including reasonable attorneys' fees, discovery and investigative costs, witness fees and any other associated costs), demands, claims, judgments, and/or damage caused by or arising out of (1) the use of the Easement Area and any work performed on the Easement Area or Grantor's property by Grantee and Grantee's Parties, and (2) any failure to abide by the terms of this document; (e) The prevailing party in any legal proceedings shall be entitled to its reasonable attorneys' fees and costs from the other party; and (f) Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS."

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed this 10th day of June, 2020.

GRANTOR:

ALTABANK, a Utah corporation

By: Judd Austin
Name (Print): Judd Austin
Its: EVP/Chief Banking Officer

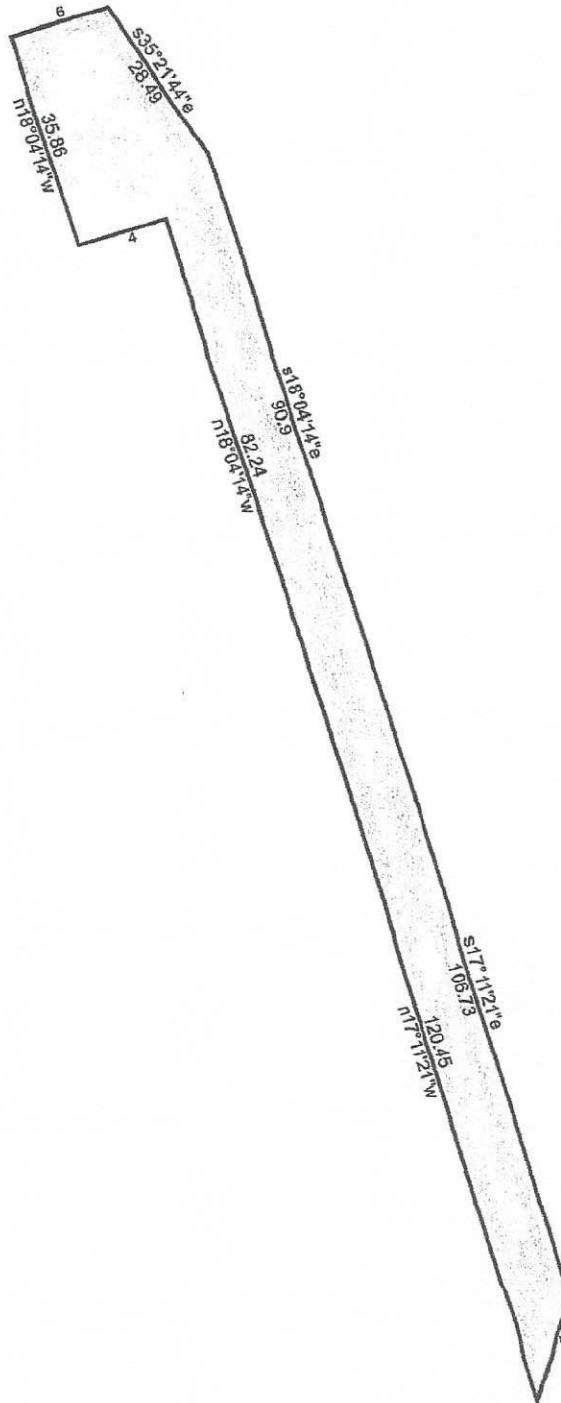
STATE OF UTAH)
SS: UTAH
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10th day of June, 2020, by Judd Austin, known or identified to me to be the person who executed the foregoing instrument as EVP/Chief Banking Officer of ALTABANK, a Utah corporation., and acknowledged to me that said corporation executed the same.



Torri Slaughter
Notary Public for the State of Utah

4850-8138-2838.v4



1/25/2019

Scale: 1 inch= 30 feet

File: 13043_F-LC53(74)_01P_111_EC_DeedPlot.ndp

Tract 1: 0.0629 Acres (2739 Sq. Feet), Closure: s51.0359e 0.01 ft. (1/82693), Perimeter=513 ft.

01 s18.4452w 17.04
02 n17.1121w 120.45
03 n18.0414w 82.24
04 s72.4839w 15
05 n18.0414w 35.86
06 n72.5814e 16.53
07 s35.2144e 28.49

08 s18.0414e 90.9
09 s17.1121e 106.73



ST. GEORGE CITY

Right of Way Contract

Easement

Project No: F-LC53(74) Parcel No.(s): 113:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-BLDR-1-9
Property Address: ST. GEORGE UT, 84790
Owner's Address: 1473 Eas5t 1710 South, St. George, UT, 84790
Primary Phone: 801-391-2632 Owner's Home Phone: Owner's Work Phone: (801)391-2632
Owner / Grantor (s): Bonanza Plaza, LLC, a Utah Limited Liability Company
Grantee: ST. GEORGE CITY/The City

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Temporary Easement a parcel(s) of land known as parcel number(s) 113:EC for transportation purposes. This contract is to be returned to: Kent Ahleen (Consultant/Realtor), Right of Way Agent c/o ST. GEORGE CITY, 175 EAST 200 NORTH, ST. GEORGE, UT 84770.

1. Grantor agrees to transfer the property free of all debris and any hazardous materials (including paint or other household products.)
2. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvements or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
3. The City shall pay in full to the Grantor for the real property in the easement referenced above.
4. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
5. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Total Selling Price \$4,910.00



ST. GEORGE CITY

Right of Way Contract

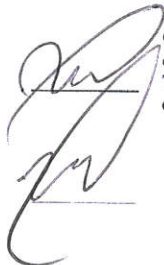
Easement

Project No: F-LC53(74) Parcel No.(s): 113:EC

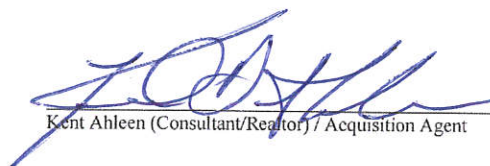
Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-BLDR-1-9
Property Address: ST. GEORGE UT, 84790
Owner's Address: 1473 Eas5t 1710 South, St. George, UT, 84790
Primary Phone: 801-391-2632 Owner's Home Phone: Owner's Work Phone: (801)391-2632
Owner / Grantor (s): Bonanza Plaza, LLC, a Utah Limited Liability Company
Grantee: ST. GEORGE CITY/The City

Grantor's Initials

Grantor understands this agreement is an option until approved by the .
Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.
This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

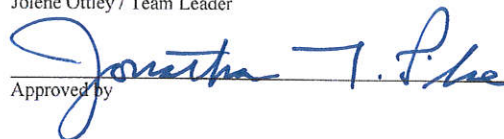
Percent		Date
100%	 Bonanza Plaza, LLC	3/28/20

Right of Way Agents


Kent Ahleen (Consultant/Realtor) / Acquisition Agent

4-7-2020

Jolene Ottley / Team Leader


Approved by

4-13-20

Attest:

Sherrill Hansen
Deputy City Recorder



Approved as to form:


April 10, 2020
Bryan Pack
Assistant City Attorney



ADMINISTRATIVE DECISION FOR PROPERTY SETTLEMENT

Project No: F-LC53(74) Parcel No.(s): 113:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-BLDR-1-9
Property Address: ST. GEORGE UT, 84790
Owner's Address: 1473 Eas5t 1710 South, St. George, UT, 84790
Owner's Home Phone: Owner's Work Phone: (801)391-2632
Owner / Grantor (s): Bonanza Plaza, LLC, a Utah Limited Liability Company
Grantee: ST. GEORGE CITY

In Compliance with the provisions of **Section 24.102(i)**, an Administrative Settlement has been recommended for the purchase of subject parcel(s).

An agent assigned to this parcel has recorded, by written log, that an Offer to Purchase was made to the property owner in the amount of \$1,910.00.

Reasoning for the recommended settlement is as follows:

Grantor qualified for an incentive payment, in the amount of \$3,000.00 by signing the contract / ROO within 30 days of the offer.

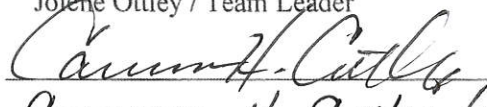
Settlement is, therefore, approved as follows:

Fair Market Value	\$1,910.00
Incentive Payment	\$3,000.00
TOTAL	\$4,910.00

5-28-2020
Date of Recommendation


Kent Ahleen (Consultant/Realtor) / Acquisition Agent

Date of Approval
5-28-2020
Date of Approval

Jolene Ottley / Team Leader

Cameron H. Cotler / PW Dir
St. George City

WHEN RECORDED, MAIL TO:
St George City Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement
(LIMITED LIABILITY COMPANY)
Washington County

Tax ID. No. SG-BLDR-1-9
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:113:EC

Bonanza Plaza, LLC, a Utah Limited Liability Company, Grantor, hereby GRANTS AND CONVEYS to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in the South Half of Section 32, T.42S., R.15W., S.L.B.&M., in Washington County, Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes and appurtenant parts thereof for the existing River Road known as Project No. F-LC53(74). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for two (2) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point 3,951.60 ft. S.0°32'03"W. along the east line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 1,873.30 ft. West from the northeast corner of said Section 32, point being 74.79 ft. perpendicularly distant westerly from the River Road Control Line, of said project opposite approximate engineer station 111+55.81, point also being the southeast corner of said entire tract, and running thence S.72°58'14"W. 16.53 ft. along the southerly line of said entire tract, to a point 91.32 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 111+55.86; thence N.18°04'14"W. 44.15 ft. to a point 92.00 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 112+00.00; thence N.72°48'39"E. 8.59 ft. to a point 83.41 ft. perpendicularly distant westerly from said control line, of said project opposite approximate

Pin No. 13043
Project No. F-LC53(74)
Parcel No. LC53:113:EC

engineer station 112+00.00; thence S.17°14'33"E. 17.97 ft. to a point 83.39 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 111+82.03; thence S.35°21'44"E. 27.59 ft. to the point of beginning. The above described part of an entire tract contains 477 square feet in area or 0.011 acre more or less.

(Note: Rotate all bearings in the above description 0°00'00" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

IN WITNESS WHEREOF, said Bonanza Plaza, LLC, a Utah Limited Liability Company, has caused this instrument to be executed by its proper officers thereunto duly authorized, this 28th day of March, A.D. 20 20.

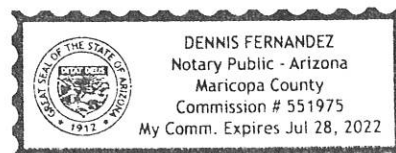
State of Arizona)
County of Maricopa)

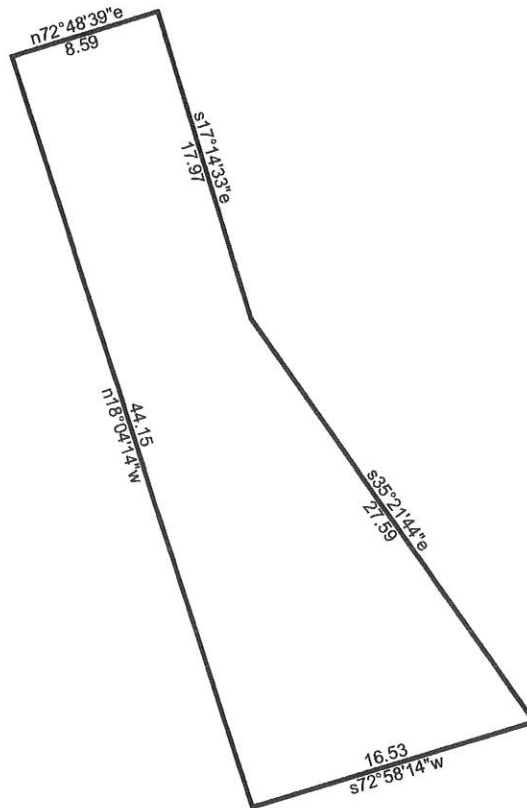
Bonanza Plaza, LLC
Utah Limited Liability Company
By [Signature]
Manager

On this, the 28th day of March, 20 20, personally appeared before me Michael S. Digangi, the undersigned officer, who acknowledged himself/himself to be the manager/a member of Bonanza Plaza, LLC, a Utah Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public Dennis Fernandez





1/25/2019

Scale: 1 inch= 10 feet

File: 13043_F-LC53(74)_01P_113_EC_DeedPlot.ndp

Tract 1: 0.0110 Acres (477 Sq. Feet), Closure: s03.1728w 0.01 ft. (1/15179), Perimeter=115 ft.

01 s72.5814w 16.53
02 n18.0414w 44.15
03 n72.4839e 8.59
04 s17.1433e 17.97
05 s35.2144e 27.59



ST. GEORGE CITY

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: F-LC53(74) Parcel No.(s): 100:C

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-5-2-32-246
Property Address: ST. GEORGE UT, 84790
Owner's Address: 782 South River Road Suite 231, St. George, UT, 84790
Primary Phone: 330-565-4420 Owner's Home Phone: Owner's Work Phone: (330)565-4420
Owner / Grantor (s): CapMarc Holding, LLC, a Utah limited liability company
Grantee: ST. GEORGE CITY/The City

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Warranty Deed a parcel(s) of land known as parcel number(s) 100:C for transportation purposes. This contract is to be returned to: Kent Ahleen (Consultant/Realtor), Right of Way Agent c/o ST. GEORGE CITY, 175 EAST 200 NORTH, ST. GEORGE, UT 84770.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

Grantor qualified for an incentive payment by signing the contract within 30 days of the offer. Total of \$7100.00 includes the approved just compensation of \$4100.00 plus a \$3000.00 incentive payment.

Total Selling Price \$7,100.00



ST. GEORGE CITY

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: F-LC53(74) Parcel No.(s): 100:C

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-5-2-32-246
Property Address: ST. GEORGE UT, 84790
Owner's Address: 782 South River Road Suite 231, St. George, UT, 84790
Primary Phone: 330-565-4420 Owner's Home Phone: Owner's Work Phone: (330)565-4420
Owner / Grantor (s): CapMarc Holding, LLC, a Utah limited liability company
Grantee: ST. GEORGE CITY/The City

Grantor's Initials

Grantor understands this agreement is an option until approved by the .

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

PM

Percent

Date

PM

100%

Patrick Manning

05-05-2020

CapMarc, LLC, a Utah limited liability company

Right of Way Agents

Kent Ahleen

05-05-2020

Kent Ahleen (Consultant/Realtor) / Acquisition Agent

Jolene Ottley / Team Leader

Cameron H. Cutler Jonathan T. Pila 5/15/2020
Approved by
Cameron H. Cutler / PW dv

Approved as to form:

Bryan Pack
Bryan Pack
Assistant City Attorney



ADMINISTRATIVE DECISION FOR PROPERTY SETTLEMENT

Project No: F-LC53(74) Parcel No.(s): 100:C

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-5-2-32-246
Property Address: ST. GEORGE UT, 84790
Owner's Address: 782 South River Road Suite 231, St. George, UT, 84790
Owner's Home Phone: Owner's Work Phone: (330)565-4420
Owner / Grantor (s): CapMarc Holding, LLC, a Utah limited liability company
Grantee: ST. GEORGE CITY

In Compliance with the provisions of **Section 24.102(i)**, an Administrative Settlement has been recommended for the purchase of subject parcel(s).

An agent assigned to this parcel has recorded, by written log, that an Offer to Purchase was made to the property owner in the amount of \$4,100.00.

Reasoning for the recommended settlement is as follows:

Grantor qualified for an incentive payment, in the amount of \$3,000.00 by signing the contract / ROO within 30 days of the offer.

Settlement is, therefore, approved as follows:

Fair Market Value	\$4,100.00
Incentive Payment	\$3,000.00
TOTAL	\$7,100.00

5-28-2020
Date of Recommendation

Kent Ahleen
Kent Ahleen (Consultant/Realtor) / Acquisition Agent

5-28-2020
Date of Approval

Jolene Ottley
Jolene Ottley / Team Leader
Cameron H. Cotler
Cameron H. Cotler / PW Dir
St. George City

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

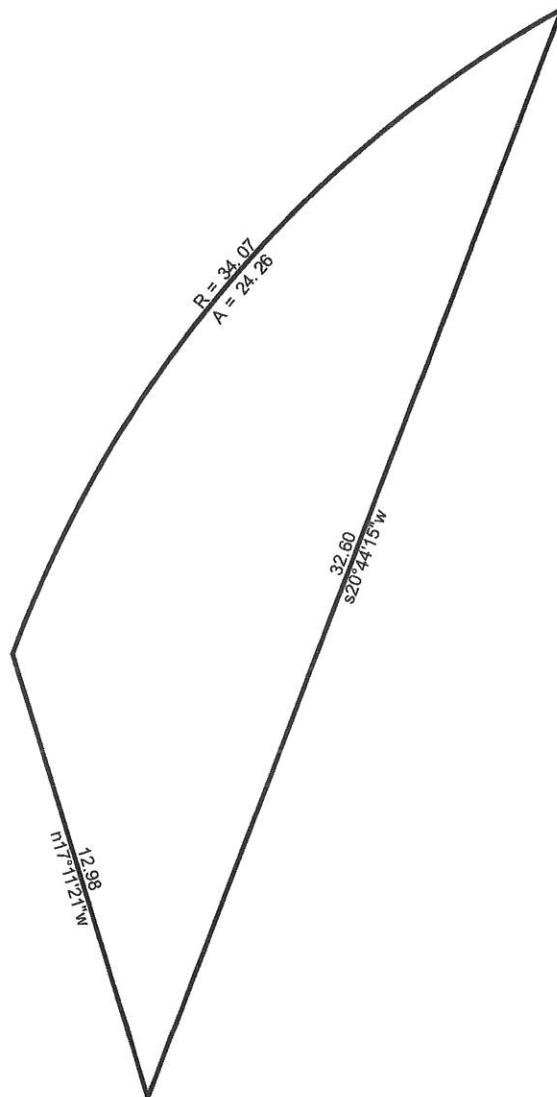
Warranty Deed
(LIMITED LIABILITY COMPANY)
Washington County

Tax ID. No. SG-5-2-32-246
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:100:C

CapMarc, LLC, a Utah limited liability company, Grantor, hereby CONVEY AND WARRANT to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing River Road known as Project No. F-LC53(74), being part of an entire tract of property situate in the Southern Half of Section 32, T.42S., R.15E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point 4,278.90 ft. S.0°32'03"W. along the east line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 1,622.73 ft. West from the northeast corner of said Section 32, point being 64.96 ft. perpendicularly distant easterly from the River Road Control Line, of said project opposite approximate engineer station 107+70.00, point also being on the westerly line of said entire tract, and running thence N.17°11'21"W. 12.98 ft. to a point 64.96 ft. perpendicularly distant easterly from said control line, of said project opposite approximate engineer station 107+82.98; thence Northeasterly 24.26 ft. along the arc of a 34.07 ft. radius curve to the right (Note: Chord to said curve bears N.40°21'45"E. 23.75 ft.) to a point 85.00 ft. perpendicularly distant easterly from said control line, of said project opposite approximate engineer station 107+95.72; thence S.20°44'15"W. 32.60 ft. to the point of beginning. The above described part of an entire tract contains 164 square feet in area or 0.004 acre, more or less.



1/25/2019

Scale: 1 inch= 5 feet

File: 13043_F-LC53(74)_01P_100_C_DeedPlot.ndp

Tract 1: 0.0038 Acres (164 Sq. Feet), Closure: s13.3446w 0.01 ft. (1/7176), Perimeter=70 ft.

01 n17.1121w 12.98

02 Rt, r=34.07, arc=24.26, chord=n40.2145e 23.75

03 s20.4415w 32.60



ST. GEORGE CITY

Right of Way Contract

Easement

Project No: F-LC53(74) Parcel No.(s): 110:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-MAV-1
Property Address: 1349 East 1450 South ST. GEORGE UT, 84790
Owners' Address: 185 South State Street, Suite 1300, Salt Lake City, UT, 84111
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): CRYSTAL INN HOLDINGS, LLC, a Utah
limited liability company
Grantee: ST. GEORGE CITY/The City

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Temporary Construction Easement a parcel(s) of land known as parcel number(s) 110:EC for transportation purposes. This contract is to be returned to: Kent Ahleen (Consultant/Realtor), Right of Way Agent c/o ST. GEORGE CITY, 175 EAST 200 NORTH, ST. GEORGE, UT 84770.

1. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
2. Except for the express representations and warranties set forth herein, Grantee accepts the property as is, where is. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvements or alteration will be done to the property by Grantee other than what is provided for in this agreement. If damage occurs for which compensation is not included herein, Grantee will restore the Property to the same or better condition within thirty (30) days after completion of the Project. Grantor agrees to maintain the property until the City takes possession.
3. The City shall pay in full to the Grantor for the real property in the easement referenced above.
4. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
5. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.
6. The Easement shall be automatically terminate upon the earlier of: (i) completion of the state transportation project relating to the Property, or (ii) two (2) years from the Effective Date.
7. The City shall not block access to the Property, except as may be absolutely necessary to facilitate construction for short periods of time only, with coordination with any occupant to ensure that any blockage of access occurs at the time most convenient for occupant. Short periods of time are defined as periods of twelve (12) hours or less.
8. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all third party loss, claim, damage, liability or injury any nature (but not lost business) that are caused by the negligent acts or omissions of Grantee, its employees, agents, or contractors concerning the construction for the highway project within the Property. The obligation to indemnify is limited to the amounts and requirements stated in the Utah Governmental Immunity Act ("Act"). Grantee does not waive any of the provisions of the Act.
9. Any alteration, change or modification of or to this Agreement, whether in the form of an amendment or interlineation of this Agreement, to become effective, shall be made by written instrument or endorsement hereon and in each such instance executed or initialed on behalf of each party hereto.

Total Selling Price

\$6,460.00

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ST. GEORGE CITY
Right of Way Contract
Easement

St. George

Project No: F-LC53(74) Parcel No.(s): 110:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID/ Sidwell No: SG-MAV-1
Property Address: 1349 East 1450 South ST. GEORGE UT, 84790
Owner's Address: 185 South State Street, Suite 1300, Salt Lake City, UT, 84111
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): CRYSTAL INN HOLDINGS, LLC, a Utah
limited liability company
Grantee: ST. GEORGE CITY/The City

Grantor's Initials

Grantor understands this agreement is an option until approved by the City of St. George.
Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they
each receive, will correspond with their respective percent of ownership.
This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall
constitute a part of this Contract as if all Grantors signed on the same page.

Percent Date
100% 6/2/2020
CRYSTAL INN HOLDINGS, LLC, a Utah limited liability company

Maverik, Inc., a Utah corporation ("Maverik") has a leasehold interest in the Property. Upon execution below, Tenant hereby agrees that compensation for the
Temporary Construction Easement will be governed by the Ground Lease Agreement between Grantor and Maverik. If any compensation is due Maverik, Maverik
agrees that any such compensation will be a matter between Grantor and Maverik, and Maverik hereby agrees that it will not seek financial compensation from
Grantee for the Temporary Construction Easement.

MAVERIK, INC., a Utah corporation Date

Right of Way Agents

Kent Ahleen (Consultant/Realtor) / Acquisition Agent 3/10/2020

Jolene Ottley / Team Leader

Approved by

ADMINISTRATIVE DECISION FOR PROPERTY SETTLEMENT

Project No: F-LC53(74) Parcel No.(s): 110:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-MAV-1
Property Address: 1349 East 1450 South ST. GEORGE UT, 84790
Owner's Address: 185 South State Street, Suite 1300, Salt Lake City, UT, 84111
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): CRYSTAL INN HOLDINGS, LLC, a Utah
limited liability company
Grantee: ST. GEORGE CITY

In Compliance with the provisions of **Section 24.102(i)**, an Administrative Settlement has been recommended for the purchase of subject parcel(s).

An agent assigned to this parcel has recorded, by written log, that an Offer to Purchase was made to the property owner in the amount of \$3,460.00. The grantor(s) declined the offer.

As without additional compensation a negotiated settlement did not appear to be possible, it was believed to be in the best interest of ST. GEORGE CITY to settle this matter for the additional amount of \$3,000.00.

Reasoning for the recommended settlement is as follows:

City of St. George has approved the \$3000. incentive payment to be paid as Administrative Settlement payment, due to logistics of Property owners and time for contract changes and negotiations.

Settlement is, therefore, approved as follows:

Fair Market Value	\$3,460.00
Administrative Settlement	\$3,000.00
TOTAL	<u>\$6,460.00</u>

Date of Recommendation

Kent Ahleen (Consultant/Realtor) / Acquisition Agent

Date of Approval

Jolene Ottley / Team Leader

Date of Approval

CITY OF ST. GEORGE

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPIES TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Crystal Inn Holdings, LLC
Attn: Real Estate Department
185 South State Street, Suite 1300
Salt Lake City, Utah 84111

Easement
(LIMITED LIABILITY COMPANY)
Washington County

Tax ID. No. SG-MAV-1
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:110:EC

CRYSTAL INN HOLDINGS, LLC, a Utah limited liability company, "Grantor", hereby GRANTS AND CONVEYS to the City of St George, at 175 East 200 North, St George, Utah 84770, "Grantee", for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration a temporary construction easement over the following described parcel of land in Washington County, State of Utah, to-wit:

part of an entire tract of property, in the South Half of Section 32, T.42S., R.15W., S.L.B.&M., in Washington County, Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes and appurtenant parts thereof for the existing River Road known as Project No. F-LC53(74). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for two (2) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point 3,898.54 ft. S.0°32'03"W.along the east line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 1,743.88 ft. West from the northeast corner of said Section 32, point being 65.00 ft. perpendicularly distant easterly from the River Road Control Line, of said project opposite approximate engineer station 111+68.09, point also being the northwest corner of said entire tract, and running thence N.88°36'36"E. 15.59 ft. along the northerly line of said entire tract, to a point 80.00 ft. perpendicularly distant easterly from said control line, of said project opposite approximate engineer station 111+63.85; thence S.17°11'21"E. 33.85 ft. to a point 80.00 ft. perpendicularly distant easterly from said control line, of said project opposite approximate engineer station 111+30.00; thence S.72°48'39"W. 15.00 ft. to a point 65.00 ft.

Pin No. 13043
Project No. F-LC53(74)
Parcel No. LC53:110:EC

perpendicularly distant easterly from said control line, of said project opposite approximate engineer station 111+30.00; thence N.17°11'21"W. 38.09 ft. to the point of beginning. The above described part of an entire tract contains 540 square feet in area or 0.012 acre, more or less.

(Note: Rotate all bearings in the above description 0°00'00" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

IN WITNESS WHEREOF, said CRYSTAL INN HOLDINGS, LLC, a Utah limited liability company, has caused this instrument to be executed by its proper officers thereunto duly authorized, this 2 day of June, 2020.

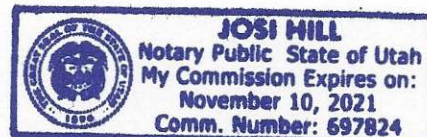
State of Utah)
County of Salt Lake)^S

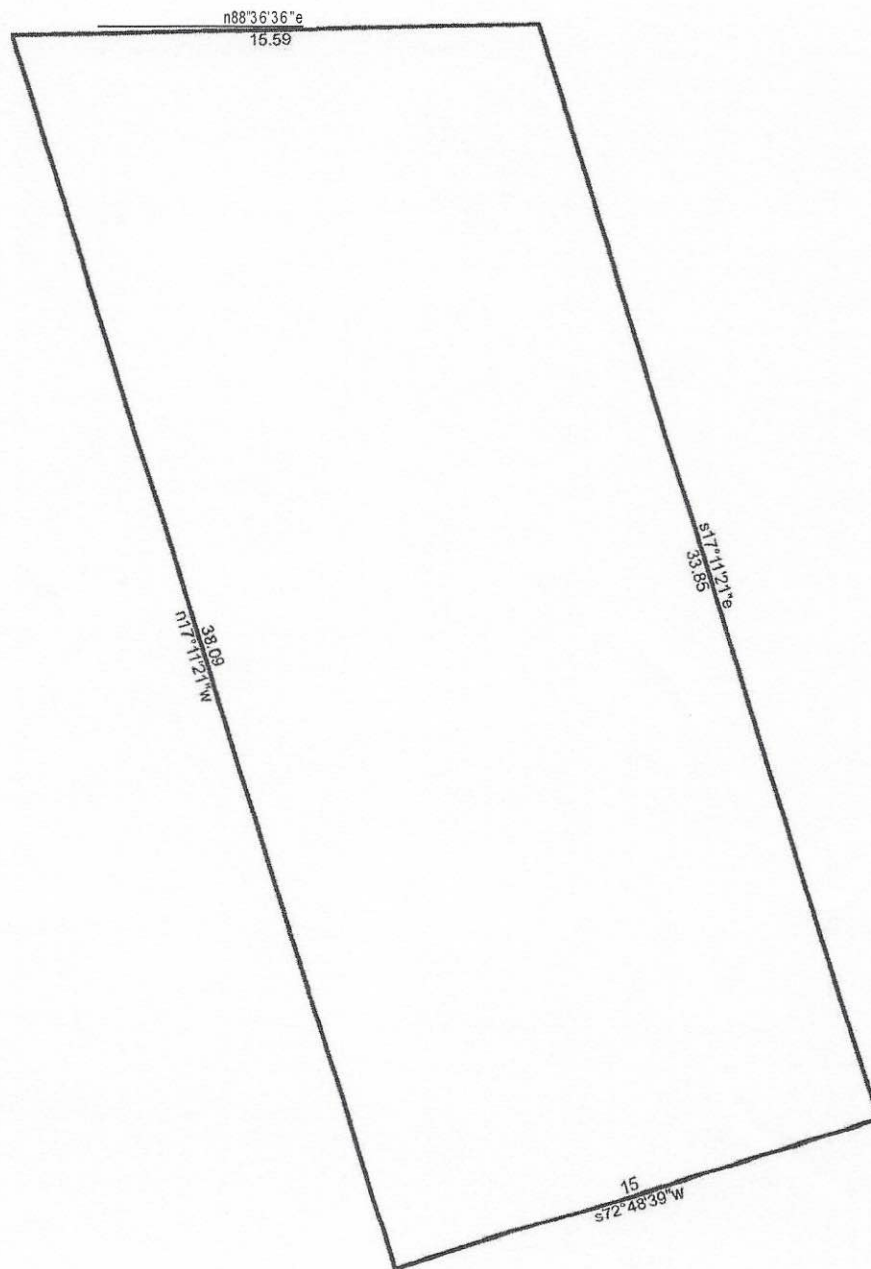
CRYSTAL INN HOLDINGS, LLC
Utah Limited Liability Company
By Crystal Maggaret
Manager

On this, the 2 day of June 2020 personally appeared before me Crystal Maggaret, the undersigned, who acknowledged herself to be the manager/member of CRYSTAL INN HOLDINGS, LLC, a Utah Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/member.

In witness whereof, I hereunto set my hand and official seal.

J. Hill
Notary Public





1/25/2019

Scale: 1 inch= 5 feet

File: 13043_F-LC53 74 _01P_110_ EC_DeedPlat and p

Tract 1: 0.0124 Acres (540 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/21598). Perimeter=103 ft.

01 n88.3636e 15.59

02 s17.1121e 33.85

03 s72.4839w 15

04 n17.1121w38.09



ST. GEORGE CITY

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: F-LC53(74) Parcel No.(s): 107:1EC, 107:2EC, 107:C

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-BLDR-1-6
Property Address: 1455 South River Road ST. GEORGE UT, 84790
Owner's Address: 571 Blackhawk Drive, Washington, UT, 84780
Primary Phone: 435-229-3706 Owner's Home Phone: Owner's Work Phone: (435)229-3706
Owner / Grantor (s): Highland Commercial Park, LLC
Grantee: ST. GEORGE CITY/The City

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Warranty Deed, Temporary Easement, Perpetual Easement a parcel(s) of land known as parcel number(s) 107:1EC, 107:2EC, 107:C for transportation purposes. This contract is to be returned to: Kent Ahleen (Consultant/Realtor), Right of Way Agent c/o ST. GEORGE CITY, 175 EAST 200 NORTH, ST. GEORGE, UT 84770.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

Total Selling Price \$49,000.00



ST. GEORGE CITY

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: F-LC53(74) Parcel No.(s): 107:1EC, 107:2EC, 107:C

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-BLDR-1-6
Property Address: 1455 South River Road ST. GEORGE UT, 84790
Owner's Address: 571 Blackhawk Drive, Washington, UT, 84780
Primary Phone: 435-229-3706 Owner's Home Phone: Owner's Work Phone: (435)229-3706
Owner / Grantor (s): Highland Commercial Park, LLC
Grantee: ST. GEORGE CITY/The City

Grantor's Initials

Grantor understands this agreement is an option until approved by the .

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

LDG

This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

Percent

Date

LDG

100%

Lionel D. Gracia

05-07-2020

Highland Commercial Park LLC

Right of Way Agents

Kent Ahleen

05-07-2020

Kent Ahleen (Consultant/Realtor) / Acquisition Agent

Jolene Ottley / Team Leader

Cameron H. Cutler & Jonathan T. Pake 5/15/2020
Approved by
Cameron H. Cutler / PW Dir

Approved as to form:

Bryan Pack May 20, 2020

Bryan Pack
Assistant City Attorney

LDG



ADMINISTRATIVE DECISION FOR PROPERTY SETTLEMENT

Project No: F-LC53(74) Parcel No.(s): 107:1EC, 107:2EC, 107:C

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-BLDR-1-6
Property Address: 1455 South River Road ST. GEORGE UT, 84790
Owner's Address: 571 Blackhawk Drive, Washington, UT, 84780
Owner's Home Phone: Owner's Work Phone: (435)229-3706
Owner / Grantor (s): Highland Commercial Park, LLC
Grantee: ST. GEORGE CITY

In Compliance with the provisions of **Section 24.102(i)**, an Administrative Settlement has been recommended for the purchase of subject parcel(s).

An agent assigned to this parcel has recorded, by written log, that an Offer to Purchase was made to the property owner in the amount of \$46,000.00.

Reasoning for the recommended settlement is as follows:

Grantor qualified for an incentive payment, in the amount of \$3,000.00 by signing the contract / ROO within 30 days of the offer.

Settlement is, therefore, approved as follows:

Fair Market Value	\$46,000.00
Incentive Payment	\$3,000.00
TOTAL	<u>\$49,000.00</u>

5-28-2020
Date of Recommendation

Kent Ahleen
Kent Ahleen (Consultant/Realtor) / Acquisition Agent

5-28-2020
Date of Approval

Jolene Ottley / Team Leader
Cameron H. Cutler
Cameron H. Cutler / P.W. Dir
St. George City

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed
(LIMITED LIABILITY COMPANY)
Washington County

Tax ID. No. SG-BLDR-1-6
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:107:C

Highland Commercial Park LLC, a Utah limited liability company, Grantor, hereby CONVEY AND WARRANT to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing River Road known as Project No. F-LC53(74), being part of an entire tract of property situate South Half of Section 32, T.42S., R.15E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point 4,559.53 ft. S.0°32'03"W. along the east line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 1,650.54 ft. West from the northeast corner of said Section 32, point being 53.08 ft. radially distant westerly from the River Road Control Line, of said project opposite approximate engineer station 105+13.88, point also being the southeast corner of said entire tract, and running thence S.73°04'43"W. 9.56 ft. along the southerly line of said entire tract, to a point 62.62 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 105+14.48; thence Northerly 101.43 ft. along the arc of a 1,546.50 ft. radius curve to the right (Note: Chord to said curve bears N.20°46'11"W. 101.41 ft.), to a point 64.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 106+14.06; thence Northerly 93.35 ft. along the arc of a 3,564.50 ft. radius compound curve to the right (Note: Chord of said curve bears N.18°08'26"W. 93.35 ft.) to a point on the northerly line of said entire tract, point also being 64.50 ft. radially distant westerly from said control line, of said project opposite

Pin No. 13043
Project No. F-LC53(74)
Parcel No. LC53:107:C

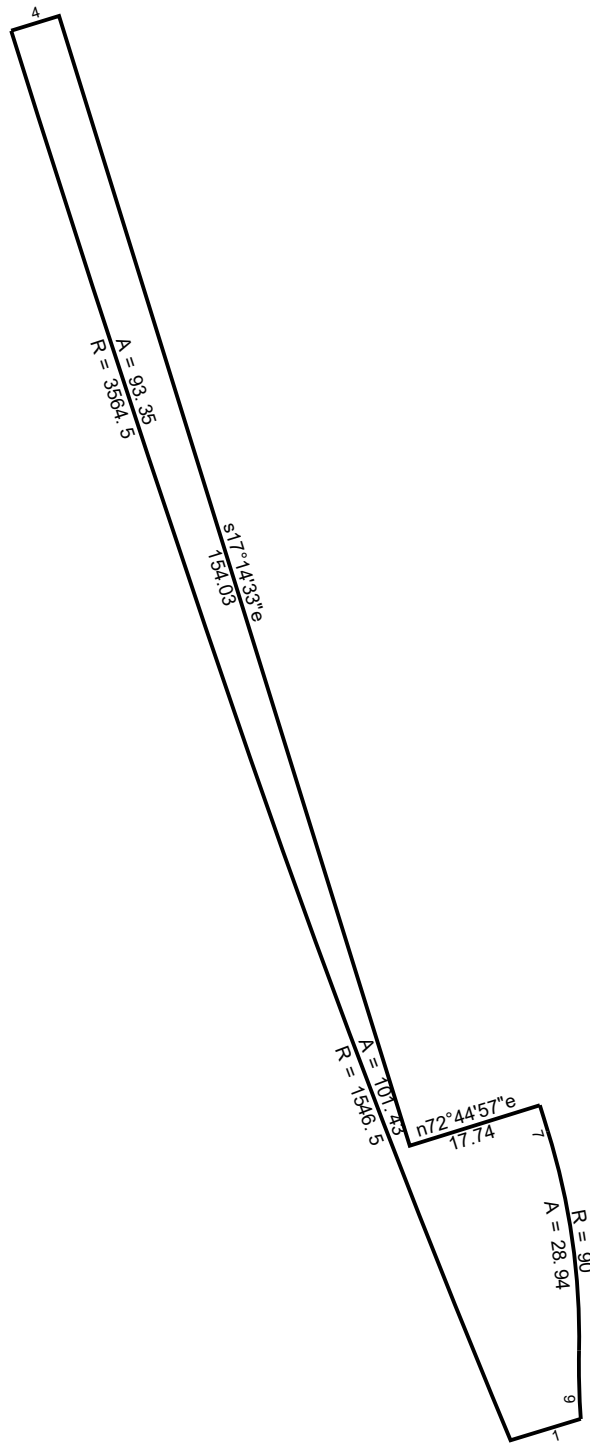
approximate engineer station 107+05.73; thence N.72°45'27"E. 6.53 ft. along the northerly line of said entire tract, to a point 57.97 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 107+05.71; thence S.17°14'33"E. 154.03 ft. to a point 61.70 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 105+54.30; thence N.72°44'57"E. 17.74 ft. to a point 43.98 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 105+53.50; thence Southerly 3.55 ft. along the arc of a 2,919.93 ft. radius curve to the left (Note: Chord to said curve bears S.17°16'33"E. 3.55 ft.) to a point 44.14 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 105+50.00; thence Southerly 28.94 ft. along the arc of a 90.00 ft. radius reverse curve to the right (Note: Chord of said curve bears S.8°05'58"E. 28.82 ft.) to a point 50.17 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 105+22.20; thence Southerly 8.93 ft. along the arc of a 100.00 ft. radius reverse curve to the left (Note: Chord of said curve bears S.1°26'48"E. 8.93 ft.) to the point of beginning. The above described part of an entire tract contains 1,440 square feet in area or 0.033 acre, more or less.

(Note: Rotate all bearings in the above description 0°00'00" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

Continued on Page 3

Prepared by: (PJW) Civil Science 02S-4/23/2020 LIMITED LIABILITY COMPANY RW-01LL rev EAS (11-15-06)



1/25/2019

Scale: 1 inch= 25 feet

File: 13043_F-LC53(74)_02S_107_C_DeedPlot.ndp

Tract 1: 0.0331 Acres (1440 Sq. Feet), Closure: n26.1558w 0.01 ft. (1/55399), Perimeter=424 ft.

01 s73.0443w 9.56

02 Rt, r=1546.50, arc=101.43, chord=n20.4611w 101.41

03 Rt, r=3564.50, arc=93.35, chord=n18.0826w 93.35

04 n72.4527e 6.53

05 s17.1433e 154.03

06 n72.4457e 17.74

07 Lt, r=2919.93, arc=3.55, chord=s17.1633e 3.55

08 Rt, r=90.00, arc=28.94, chord=s08.0558e 28.82

09 Lt, r=100.00, arc=8.93, chord=s01.2648e 8.93

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement
(LIMITED LIABILITY COMPANY)
Washington County

Tax ID. No. SG-BLDR-1-6
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:107:1EC

Highland Commercial Park LLC, a Utah limited liability company, Grantor, hereby GRANTS AND CONVEYS to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in the County of Washington, State of Utah, to wit:

A temporary easement, upon part of an entire tract of property, in the South Half of Section 32, T.42S., R.15W., S.L.B.&M., in Washington County, Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes and appurtenant parts thereof for the existing River Road known as Project No. F-LC53(74). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for two (2) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point 4,567.02 feet S.00°32'03"W. along the east line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 1,675.09 feet West from the northeast corner of said Section 32, point being 78.76 feet radially distant westerly from the River Road Control Line, of said project opposite approximate engineer station 105+15.46, point also being on the southerly line of said entire tract, and running thence S.73°04'43"W. 6.25 feet along the southerly line of said entire tract, to a point 85.00 feet radially distant westerly from said control line, of said project opposite approximate engineer station 105+15.85; thence northerly 143.56 feet along the arc of a 3,585.00-foot radius curve to the right (Note: Chord of said curve bears N.19°21'05"W. 143.55 feet) to a point 85.00 feet radially distant westerly from said control line, of said project opposite approximate engineer station 106+56.00, thence N.71°47'45"E. 8.00 feet to a point 77.00

feet radially distant westerly from said control line, of said project opposite approximate engineer station 106+56.00; thence N.08°50'37"W. 51.40 feet to a point 69.00 feet radially distant westerly from said control line, of said project opposite approximate engineer station 106+05.74, point also being on the northerly line of said entire tract; thence N.72°45'27"E. 4.50 feet to a point 64.50 feet radially distant westerly from said control line, of said project opposite approximate engineer station 107+05.73; thence southerly 93.35 feet along the arc of a 3,564.50-foot radius curve to the left (Note: Chord of said curve bears S.18°08'26"E. 93.35 feet) to a point 64.50 feet radially distant westerly from said control line, of said project opposite approximate engineer station 106+14.06; thence southerly 75.81 feet along the arc of a 1,546.50-foot radius compound curve to the left (Note: Chord of said curve bears S.20°17'42"E. 75.80 feet) to a point 63.45 feet radially distant westerly from said control line, of said project opposite approximate engineer station 105+39.63; thence S.72°44'57"W. 13.97 feet to a point 77.40 feet radially distant westerly from said control line, of said project opposite approximate engineer station 105+40.31; thence S.17°14'33"E. 25.44 feet to the point of beginning. The above described part of an entire tract contains 3,056 square feet in area or 0.070 acre, more or less.

(Note: Rotate all bearings in the above description 00°00'00" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

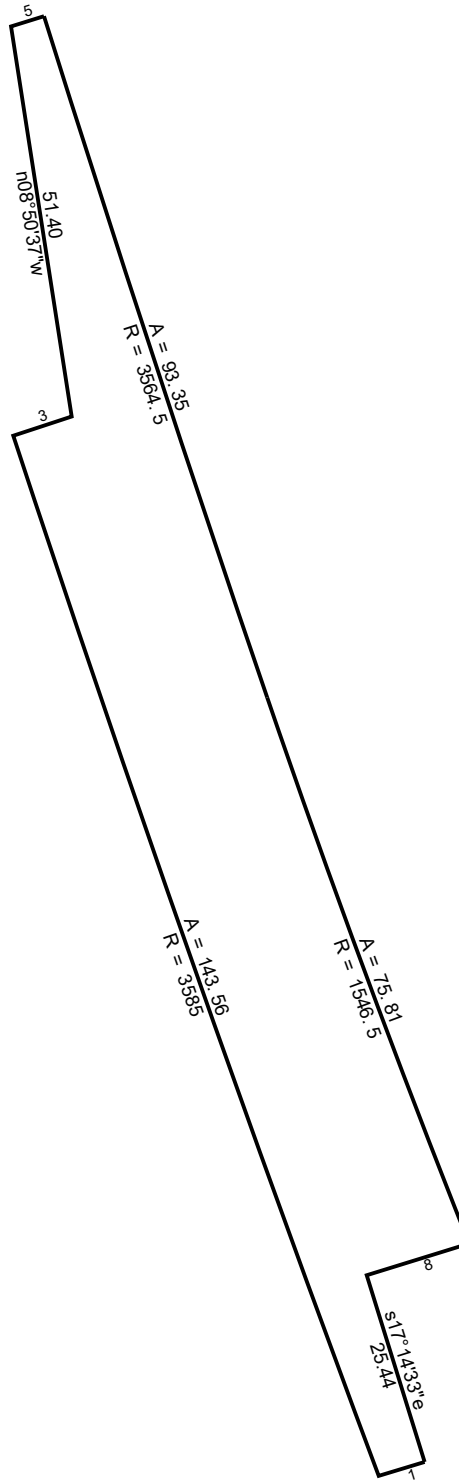
State of _____)
County of _____)

§

Highland Commercial Park LLC
Utah Limited Liability Company

On this, the ____ day of _____, 20____, personally appeared before me _____, the undersigned officer, who acknowledged herself/himself to be the manager/a member of Highland Commercial Park LLC, a Utah Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

Notary Public



107:1EC

9/5/2019

Scale: 1 inch= 25 feet

File: 13043_F-LC53(74)_02S_107_1EC_DeedPlot.ndp

Tract 1: 0.0701 Acres (3056 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/103017), Perimeter=422 ft.

01 s73.0443w 6.25

02 Rt, r=3585.00, arc=143.56, chord=n19.2105w 143.55

03 n71.4745e 8.00

04 n08.5037w 51.40

05 n72.4527e 4.50

06 Lt, r=3564.50, arc=93.35, chord=s18.0826e 93.35

07 Lt, r=1546.50, arc=75.81, chord=s20.1742e 75.80

08 s72.4457w 13.97

09 s17.1433e 25.44

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement
(LIMITED LIABILITY COMPANY)
Washington County

Tax ID. No. SG-BLDR-1-6
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:107:2EC

Highland Commercial Park LLC, a Utah limited liability company, Grantor, hereby GRANTS AND CONVEYS to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A perpetual access easement, upon part of an entire tract of property, in South Half of Section 32, T.42S., R.15E., S.L.B.&M., in Washington County, Utah, for the purpose of ingress and egress to public utilities, storm water drainage structures and appurtenant parts thereof for the existing River Road known as Project No. F-LC53(74). The boundaries of said easement are described as follows:

Beginning at a point 4,564.00 ft. S.0°32'03"W. along the east line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 1,665.17 ft. West from the northeast corner of said Section 32, point being 68.38 ft. radially distant westerly from the River Road Control Line, of said project opposite approximate engineer station 105+14.83, point also being on the southerly line of said entire tract, and running thence S.73°04'43"W. 10.40 ft. along the southerly line of said entire tract, to a point 78.76 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 105+15.46; thence N.17°14'33"W. 25.44 ft. to a point 77.40 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 105+40.31; thence N.72°44'57"E. 13.97 ft. to a point 63.45 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 105+39.63; thence Southerly 9.66 ft. along the arc of a 1,546.50 ft. radius curve to the right (Note: Chord of said curve bears S.21°52'42"E. 9.66 ft.) to a point 63.16 ft. radially distant westerly from said control line, of

said project opposite approximate engineer station 105+30.15; thence Southerly 2.77 ft. along the arc of a 75.00 ft. radius curve to the right (Note: Chord of said curve bears S.0°03'11"W. 2.77 ft.) to a point 64.13 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 105+27.60; thence Southerly 13.70 ft. along the arc of a 115.00 ft. radius reverse curve to the left (Note: Chord of said curve bears S.2°18'03"E. 13.69 ft.) to the point of beginning. The above described part of an entire tract contains 335 square feet in area or 0.008 acre, more or less.

(Note: Rotate all bearings in the above description 0°00'00" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

IN WITNESS WHEREOF, said Highland Commercial Park LLC, has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 ____.

State of _____)
County of _____) §

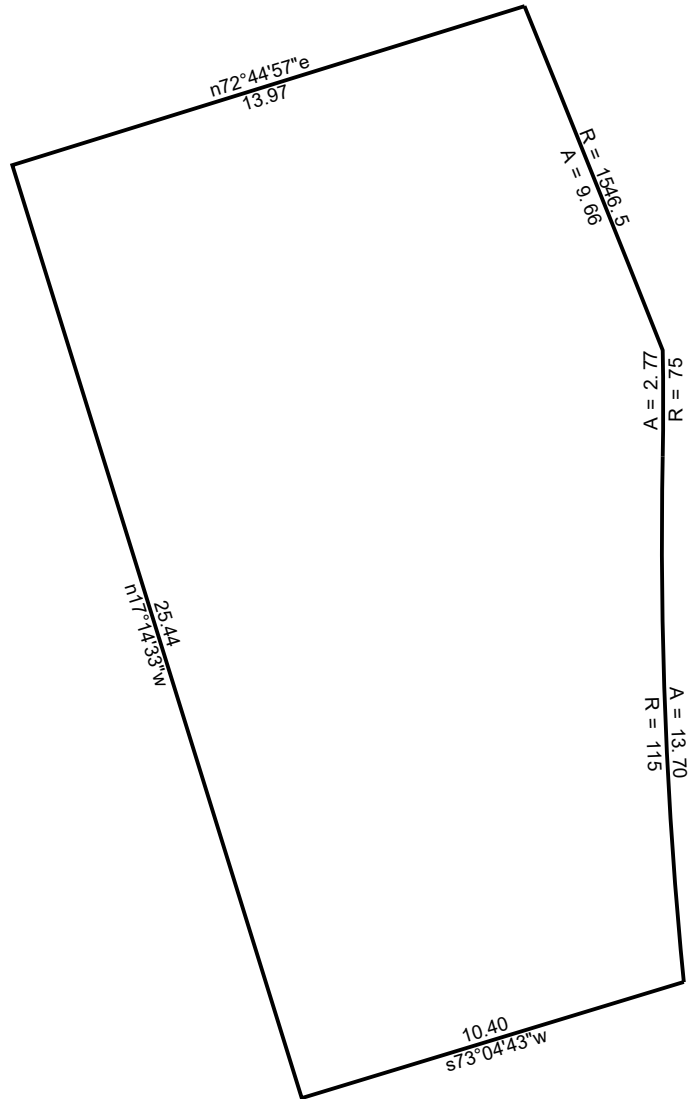
Highland Commercial Park LLC
Utah Limited Liability Company

By _____
Manager

On this, the ____ day of _____, 20____, personally appeared before me _____, the undersigned officer, who acknowledged herself/himself to be the manager/a member of Highland Commercial Park LLC, a Utah Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

In witness whereof, I hereunto set my hand and official seal.

Notary Public



1/25/2019

Scale: 1 inch= 5 feet

File: 13043_F-LC53(74)_02S_107_2EC_DeedPlot.ndp

Tract 1: 0.0077 Acres (335 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/23266), Perimeter=76 ft.

01 s73.0443w 10.40

02 n17.1433w 25.44

03 n72.4457e 13.97

04 Rt, r=1546.50, arc=9.66, chord=s21.5242e 9.66

05 Rt, r=75.00, arc=2.77, chord=s00.0311w 2.77

06 Lt, r=115.00, arc=13.70, chord=s02.1803e 13.69



ST. GEORGE CITY

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: F-LC53(74) Parcel No.(s): 109:C, 109:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-BLDR-1-7
Property Address: 1458 South River Road ST. GEORGE UT, 84790
Owner's Address: 4415 Highway 6., Sugar Land, TX, 77478
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): HZ PROPS RE, Ltd., a Texas limited partnership
Grantee: ST. GEORGE CITY/The City

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Warranty Deed, Temporary Easement a parcel(s) of land known as parcel number(s) 109:C, 109:EC for transportation purposes. This contract is to be returned to: Kent Ahleen (Consultant/Realtor), Right of Way Agent c/o ST. GEORGE CITY, 175 EAST 200 NORTH, ST. GEORGE, UT 84770.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

"Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all third party loss, claim, damage, liability or injury of any nature (but not lost business) that are caused by the negligent acts or omissions of Grantee, its employees, agents, or contractors concerning the construction for the River Road project within the Easement. The obligation to indemnify is limited to the amounts and requirements stated in the Utah Government Immunity Act. Grantee is not obligated to indemnify any loss, claim, damage, liability, or injury caused by the Grantor, its employees, agents or contractors."

The contractor documents will require that access to the business be maintained at all times. There will be at least one lane in each direction on River Road, and at least one lane on 1450 South (the drive thru access) at all times. At no time, during this project, will there be any obstruction to direct access to owners property from 1450 South.

The City shall ensure the public has access to Grantor's property throughout the construction process, except as may be necessary in the exercise of the City's police powers to address emergency and/or unforeseen situations.

Total Selling Price \$66,000.00



ST. GEORGE CITY

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: F-LC53(74) Parcel No.(s): 109:C, 109:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-BLDR-I-7
Property Address: 1458 South River Road ST. GEORGE UT, 84790
Owner's Address: 4415 Highway 6., Sugar Land, TX, 77478
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): HZ PROPS RE, Ltd., a Texas limited partnership
Grantee: ST. GEORGE CITY/The City

Grantor's Initials

Grantor understands this agreement is an option until approved by the .

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

Percent

Date

100%

06/15/2020

HZ PROPS RE, Ltd.

Right of Way Agents

Kent Ahleen (Consultant/Realtor) / Acquisition Agent

Jolene Ottley / Team Leader

Approved by



ADMINISTRATIVE DECISION FOR PROPERTY SETTLEMENT

Project No: F-LC53(74) Parcel No.(s): 109:C, 109:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-BLDR-1-7
Property Address: 1458 South River Road ST. GEORGE UT, 84790
Owner's Address: 4415 Highway 6., Sugar Land, TX, 77478
Owner's Home Phone: Owner's Work Phone: (281)201-2764
Owner / Grantor (s): HZ PROPS RE, Ltd., a Texas limited partnership
Grantee: ST. GEORGE CITY

In Compliance with the provisions of **Section 24.102(i)**, an Administrative Settlement has been recommended for the purchase of subject parcel(s).

An agent assigned to this parcel has recorded, by written log, that an Offer to Purchase was made to the property owner in the amount of \$66,000.00.

Reasoning for the recommended settlement is as follows:

Settlement is, therefore, approved as follows:

Fair Market Value	\$66,000.00
TOTAL	\$66,000.00

Date of Recommendation

Kent Ahleen (Consultant/Realtor) / Acquisition Agent

Date of Approval

Jolene Ottley / Team Leader

Date of Approval

City of St. George

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed
(LIMITED PARTNERSHIP)
Washington County

Tax ID. No. SG-BLDR-1-7
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:109:C

HZ PROPS RE, Ltd., a Texas limited partnership, Grantor, hereby CONVEY AND WARRANT to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing River Road known as Project No. F-LC53(74), being part of an entire tract of property situate Government Lot 5 of Section 32, T.42S., R.15E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point 4,376.84 ft. S.0°32'03"W. along the east line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 1,720.18 ft. West from the northeast corner of said Section 32, point being 57.97 ft. radially distant westerly from the River Road Control Line, of said project opposite approximate engineer station 107+05.71, point also being the southeast corner of said entire tract, and running thence S.72°45'27"W. 6.53 ft. along the southerly line of said entire tract, to a point 64.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 107+05.73; thence Northerly 12.51 ft. along the arc of a 3,564.50 ft. radius curve to the right (Note: Chord of said curve bears N.17°17'23"W. 12.51 ft.) to a point 64.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 107+18.01; thence N.17°11'21"W. 86.99 ft. to a point 64.50 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 108+05.00; thence N.60°50'01"W. 34.05 ft. to a point 88.00 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 108+29.64; thence N.76°47'29"E. 30.01 ft. to a

Pin No. 13043
Project No. F-LC53(74)
Parcel No. LC53:109:C

point 58.06 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 108+27.56; thence S.17°14'33"E. 122.05 ft. to the point of beginning. The above described part of an entire tract contains 1,064 square feet in area or 0.024 acre, more or less.

(Note: Rotate all bearings in the above description 0°00'00" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

IN WITNESS WHEREOF, the hand of said Grantor has been set this _____ day of _____, A.D. 20 ____.

Signed in the presence of:

STATE OF

)

) ss.

COUNTY OF

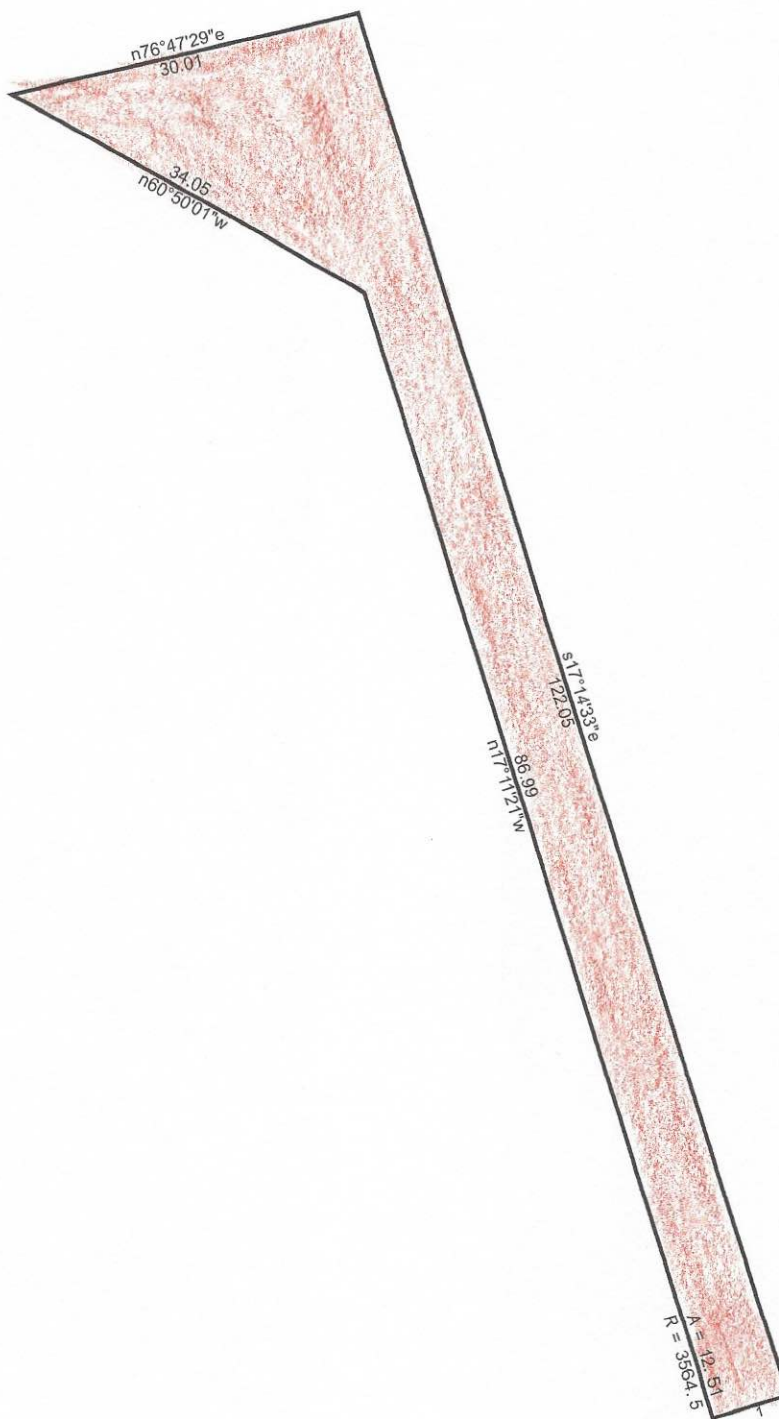
)

By _____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, acknowledged to me that he is a partner of the firm of HZ PROPS RE, Ltd., a Texas limited partnership, and that the within and foregoing instrument was signed in behalf of said Limited-Partnership by authority of all partners, and said Grantor acknowledged to me that said Limited-Partnership executed the same.

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

Notary Public



1/25/2019

Scale: 1 inch= 15 feet

File: 13043_F-LC53(74)_01P_109_C_DeedPlot.ndp

Tract 1: 0.0244 Acres (1064 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/193884), Perimeter=292 ft.

01 s72.4527w 6.53

02 Rt, r=3564.50, arc=12.51, chord=n17.1723w 12.51

03 n17.1121w 86.99

04 n60.5001w 34.05

05 n76.4729e 30.01

06 s17.1433e 122.05

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement
(LIMITED PARTNERSHIP)
Washington County

Tax ID. No. SG-BLDR-1-7
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:109:EC

HZ PROPS RE, Ltd., a Texas limited partnership, Grantor, hereby GRANTS AND CONVEYS to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in the South Half of Section 32, T.42S., R.15W., S.L.B.&M., in Washington County, Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes and appurtenant parts thereof for the existing River Road known as Project No. F-LC53(74). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for two (2) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point 4,378.77 ft. S.0°32'03"W. along the east line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 1,726.39 ft. West from the northeast corner of said Section 32, point being 64.50 ft. radially distant westerly from the River Road Control Line, of said project opposite approximate engineer station 107+05.73, point also being on the southerly line of said entire tract, and running thence S.72°45'27"W. 10.00 ft. to a point being 74.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 107+05.75; thence Northerly 12.52 ft. along the arc of a 3,574.50 ft. radius curve to the right (Note: Chord to said curve bears N.17°17'22"W. 12.52 ft.) to a point 74.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 107+18.01; thence N.17°11'21"W.

Pin No. 13043
 Project No. F-LC53(74)
 Parcel No. LC53:109:EC

97.47 ft. to a point 74.50 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 108+15.49; thence S.60°50'01"E. 14.49 ft. to a point 64.50 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 108+05.00; thence S.17°11'21"E. 86.99 ft. to a point 64.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 107+18.01; thence Southerly 12.51 ft. along the arc of a 3,564.50 ft. radius curve to the left (Note: Chord of said curve bears S.17°17'23"E. 12.51 ft.) to the point of beginning. The above described part of an entire tract contains 1,047 square feet in area or 0.024 acre, more or less.

(Note: Rotate all bearings in the above description 0°00'00" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

IN WITNESS WHEREOF, the hand of said Grantor has been set this _____ day of _____, A.D. 20 ____.

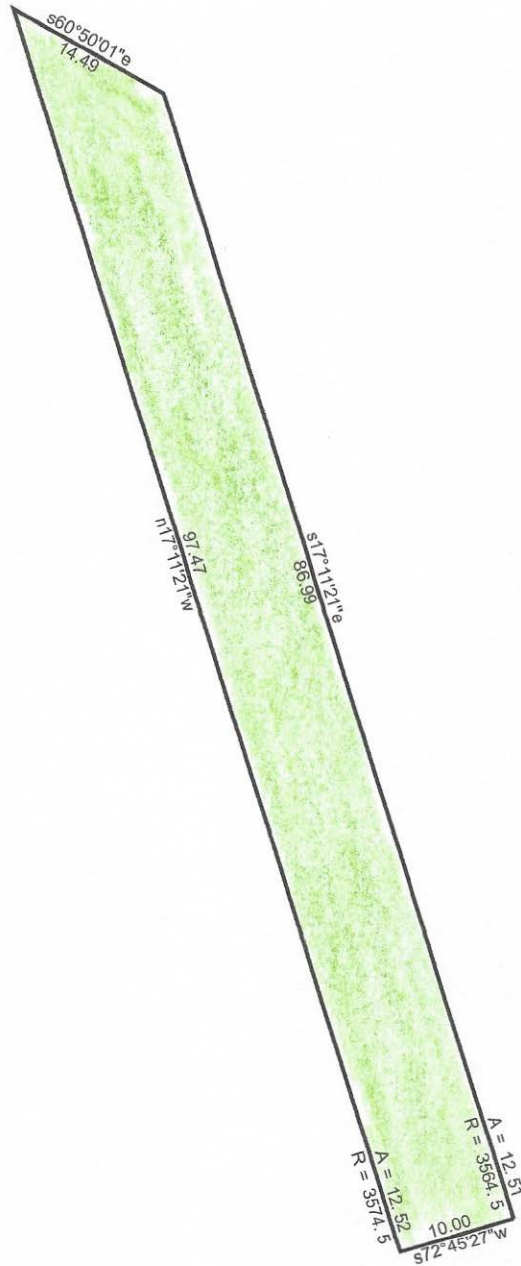
Signed in the presence of:

 STATE OF _____)
) ss. _____
 COUNTY OF _____) By _____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, acknowledged to me that he is a partner of the firm of HZ PROPS RE, Ltd., a Texas limited partnership, and that the within and foregoing instrument was signed in behalf of said Limited Partnership by authority of all partners, and said Grantor acknowledged to me that said Limited Partnership executed the same.

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

 Notary Public



1/25/2019

Scale: 1 inch= 15 feet

File: 13043_F-LC53(74)_01P_109_EC_DeedPlot.ndp

Tract 1: 0.0240 Acres (1047 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/48078), Perimeter=234 ft.

01 s72.4527w 10.00
02 Rt, r=3574.50, arc=12.52, chord=n17.1722w 12.52
03 n17.1121w 97.47
04 s60.5001e 14.49
05 s17.1121e 86.99
06 Lt, r=3564.50, arc=12.51, chord=s17.1723e 12.51



ST. GEORGE CITY

Right of Way Contract

Easement

Project No: F-LC53(74) Parcel No.(s): 103:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-BLDR-1-2
Property Address: 1532 South River Road ST. GEORGE UT, 84790
Owner's Address: 684 West Buena Vista Blvd #1103, Washington, UT, 84780
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): QCO, LLC, a Utah limited liability company
Grantee: ST. GEORGE CITY/The City

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Temporary Easement a parcel(s) of land known as parcel number(s) 103:EC for transportation purposes. This contract is to be returned to: Kent Ahleen (Consultant/Realtor), Right of Way Agent c/o ST. GEORGE CITY, 175 EAST 200 NORTH, ST. GEORGE, UT 84770.

1. Grantor agrees to transfer the property free of all debris and any hazardous materials (including paint or other household products.)
2. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvements or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
3. The City shall pay in full to the Grantor for the real property in the easement referenced above.
4. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
5. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Total Selling Price \$5,500.00



ST. GEORGE CITY

Right of Way Contract

Easement

Project No: F-LC53(74) Parcel No.(s): 103:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-BLDR-1-2
Property Address: 1532 South River Road ST. GEORGE UT, 84790
Owner's Address: 684 West Buena Vista Blvd #1103, Washington, UT, 84780
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): QCO, LLC, a Utah limited liability company
Grantee: ST. GEORGE CITY/The City

Grantor's Initials

Grantor understands this agreement is an option until approved by the .

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

Percent

100%

QCO, LLC

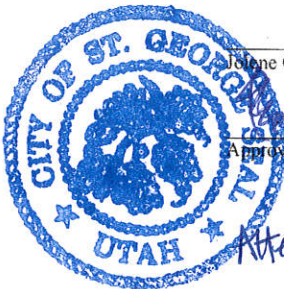
Date

3/16/2020

Right of Way Agents

Kent Ahleen (Consultant/Realtor) / Acquisition Agent

3/10/2020



Jolene Ottley / Team Leader

Approved by

Jonathan T. Pike

4-2-2020

Attested: Annette Hansen
Annette Hansen, Deputy City Recorder

Approved as to form:

Bryan Pack
Assistant City Attorney



ADMINISTRATIVE DECISION FOR PROPERTY SETTLEMENT

Project No: F-LC53(74) Parcel No.(s): 103:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-BLDR-1-2
Property Address: 1532 South River Road ST. GEORGE UT, 84790
Owner's Address: 684 West Buena Vista Blvd #1103, Washington, UT, 84780
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): QCO, LLC, a Utah limited liability company
Grantee: ST. GEORGE CITY

In Compliance with the provisions of **Section 24.102(i)**, an Administrative Settlement has been recommended for the purchase of subject parcel(s).

An agent assigned to this parcel has recorded, by written log, that an Offer to Purchase was made to the property owner in the amount of \$2,500.00.

Reasoning for the recommended settlement is as follows:

Grantor qualified for an incentive payment, in the amount of \$3,000.00 by signing the contract / ROO within 30 days of the offer.

Settlement is, therefore, approved as follows:

Fair Market Value	\$2,500.00
Incentive Payment	\$3,000.00
TOTAL	\$5,500.00

5-28-2020
Date of Recommendation

Kent Ahleen
Kent Ahleen (Consultant/Realtor) / Acquisition Agent

5-28-2020
Date of Approval

Jolene Ottley / Team Leader
Cameron H. Cutler
Cameron H. Cutler / PW. Dir
St. George City

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement
(LIMITED LIABILITY COMPANY)
Washington County

Tax ID. No. SG-BLDR-1-2
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:103:EC

QCO, LLC, a Utah limited liability company, Grantor, hereby GRANTS AND CONVEYS to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Washington County, State of Utah, to wit:

A temporary easement, upon part of an entire tract of property, in the Southern Half of Section 32, T.42S., R.15W., S.L.B.&M., in Washington County, Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes and appurtenant parts thereof for the existing River Road known as Project No. F-LC53(74). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for two (2) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point 4,725.29 ft. S.0°32'03"W. along the east line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 1,587.74 ft. West from the northeast corner of said Section 32, point being 58.24 ft. perpendicularly distant westerly from the River Road Control Line, of said project opposite approximate engineer station 103+40.00, and running thence S.66°37'22"W. 21.76 feet to a point 80.00 ft. radially distant westerly from said control line, of said project, opposite approximate Engineer Station 103+40.00; thence Northerly 27.92 ft. along the arc of a 3,580.00 ft. radius curve to the right. (Note: Chord to said curve bears N.23°09'14"W. 27.92 ft.), to a point on the northerly line of said entire tract, point being 80.00 ft. radially distant westerly from said control line, of said project, opposite approximate Engineer Station 103+67.30; thence N.64°50'50"E. 22.43 ft. along the northerly line of said entire tract, to a point 57.58 ft. radially distant

Pin No. 13043
 Project No. F-LC53(74)
 Parcel No. LC53:103:EC

westerly from said control line, of said project, opposite approximate Engineer Station 103+68.15; thence S.21°50'19"E. 28.63 ft. to the point of beginning. The above described part of an entire tract contains 625 square feet in area or 0.014 acre, more or less.

(Note: Rotate all bearings in the above description 0°00'00" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

IN WITNESS WHEREOF, said QCO, LLC, a Utah limited liability company, has caused this instrument to be executed by its proper officers thereunto duly authorized, this 17 day of April, A.D. 20 20.

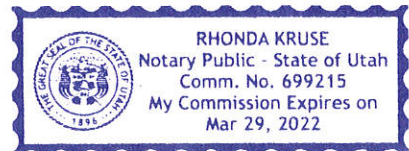
State of Utah)
 §
 County of Washington)

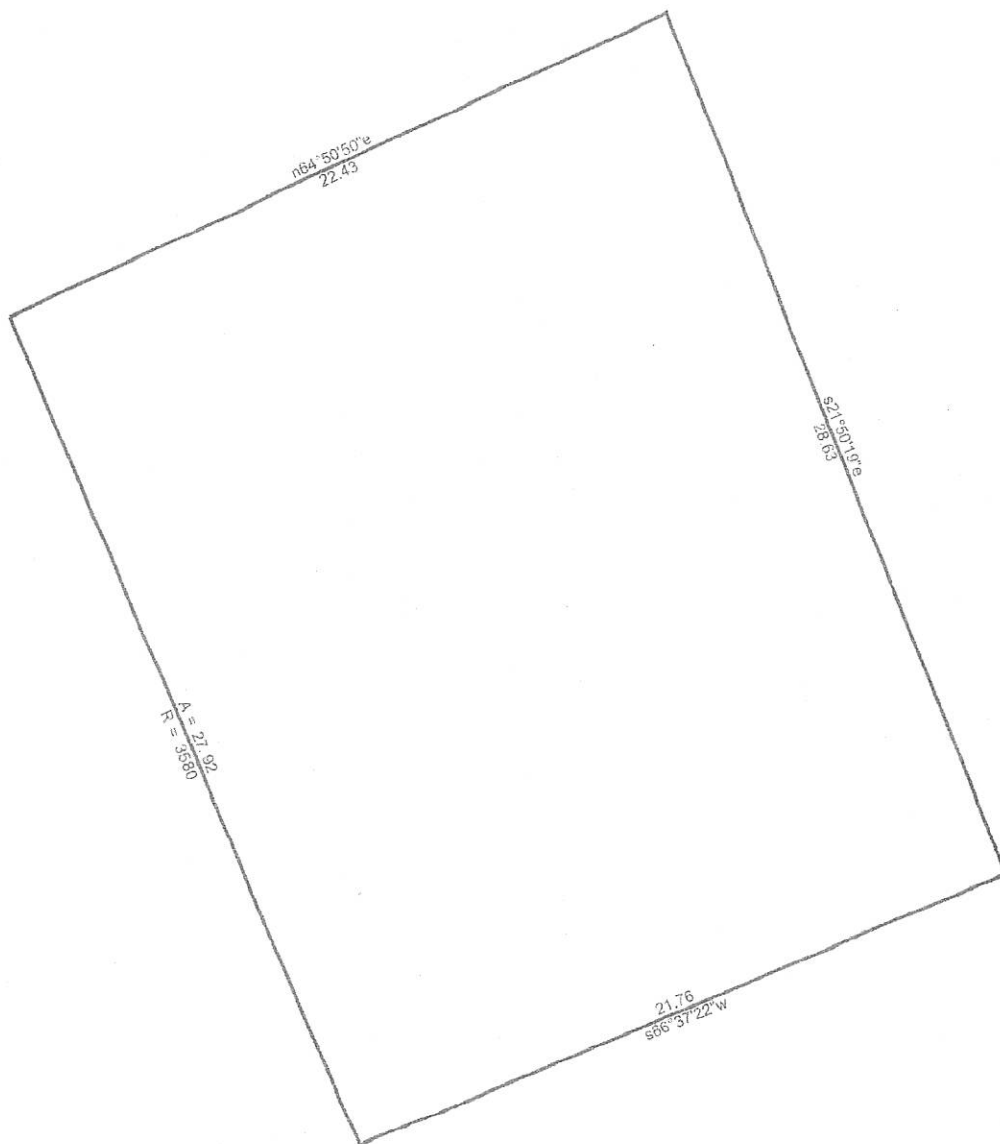
QCO, LLC
 Utah Limited Liability Company
 By [Signature]
 Manager

On this, the 17 day of April, 20 20, personally appeared before me Conner Atkin, the undersigned officer, who acknowledged herself/himself to be the manager/a member of QCO, LLC, a Utah Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

In witness whereof, I hereunto set my hand and official seal.

Rhonda Kruse
 Notary Public





1/25/2019

Scale: 1 inch= 5 feet

File: 13043_F-LC53(74)_01P_103_EC_DeedPlot.ndp

Tract 1: 0.0143 Acres (625 Sq. Feet). Closure: n15 4055w 0.01 ft. (1/20035). Perimeter=101 ft.

01 s66.3722w 21.76

02 Rt, r=3580.00, arc=27.92, chord=n23.0914w 27.92

03 n64.5050e 22.43

04 s21.5019e 28.63



ST. GEORGE CITY

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: F-LC53(74) Parcel No.(s): 105:1EC, 105:2EC, 105:C

Pin No: 13043

Job/Proj No: 54321

Project Location: River Road; Riverside Drive to 1450 South

County of Property: WASHINGTON

Tax ID / Sidwell No: SG-BLDR-1-5

Property Address: ST. GEORGE UT, 84790

Owner's Address: PO Box 911955, St. George, UT, 84791

Primary Phone:

Owner's Home Phone:

Owner's Work Phone:

Owner / Grantor (s): RIVER ROAD INVESTMENTS, LLC., a Utah Limited Liability Company

Grantee: ST. GEORGE CITY/The City

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Warranty Deed, Temporary Easement, Perpetual Easement a parcel(s) of land known as parcel number(s) 105:1EC, 105:2EC, 105:C for transportation purposes. This contract is to be returned to: Kent Ahleen (Consultant/Realtor), Right of Way Agent c/o ST. GEORGE CITY, 175 EAST 200 NORTH, ST. GEORGE, UT 84770.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

Total Selling Price \$18,500.00

ST. GEORGE CITY

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: F-LC53(74) Parcel No.(s): 105:1EC, 105:2EC, 105:C
Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-BLDR-1-5
Property Address: ST. GEORGE UT, 84790
Owner's Address: PO Box 911955, St. George, UT, 84791
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): RIVER ROAD INVESTMENTS, LLC., a Utah Limited Liability Company
Grantee: ST. GEORGE CITY/The City

Grantor's Initials

Grantor understands this agreement is an option until approved by the .

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

TJS

Percent

TJS

100%

Travis Hebb manager
River Road Inv, LLC

Date

3/24/20

Right of Way Agents

Kent Ahleen
Kent Ahleen (Consultant/Realtor) / Acquisition Agent

Jolene Ottley / Team Leader

Jonathan T. Pike
Approved by

4-2-2020



Attested: *Annette Hansen*
Annette Hansen, Deputy City Recorder

Approved as to form:

Bryan Pack
Bryan Pack
Assistant City Attorney



St. George

ADMINISTRATIVE DECISION FOR PROPERTY SETTLEMENT

Project No: F-LC53(74) Parcel No.(s): 105:1EC, 105:2EC, 105:C

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-BLDR-1-5
Property Address: ST. GEORGE UT, 84790
Owner's Address: PO Box 911955, St. George, UT, 84791
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): RIVER ROAD INVESTMENTS, LLC., a Utah Limited Liability Company
Grantee: ST. GEORGE CITY

In Compliance with the provisions of **Section 24.102(i)**, an Administrative Settlement has been recommended for the purchase of subject parcel(s).

An agent assigned to this parcel has recorded, by written log, that an Offer to Purchase was made to the property owner in the amount of \$15,500.00.

Reasoning for the recommended settlement is as follows:

Grantor qualified for an incentive payment, in the amount of \$3,000.00 by signing the contract / ROO within 30 days of the offer.

Settlement is, therefore, approved as follows:

Fair Market Value	\$15,500.00
Incentive Payment	\$3,000.00
TOTAL	<u>\$18,500.00</u>

5-28-2020
Date of Recommendation

Kent Ahleen
Kent Ahleen (Consultant/Realtor) / Acquisition Agent

5-28-2020
Date of Approval

Jolene Ottley / Team Leader
Cameron H. Cutler / PW Dir
St. George City

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed
(LIMITED LIABILITY COMPANY)
Washington County

Tax ID. No. SG-BLDR-1-5
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:105:C

RIVER ROAD INVESTMENTS, L.L.C., a Utah Limited Liability Company, Grantor, hereby CONVEY AND WARRANT to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing River Road known as Project No. F-LC53(74), being part of an entire tract of property situate in the South Half of Section 32, T.42S., R.15E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point 4,666.69 ft. S.0°32'03"W. along the east line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 1,611.77 ft. West from the northeast corner of said Section 32, point being 57.10 ft. radially distant westerly from the River Road Control Line, of said project opposite approximate engineer station 104+02.09, and running thence N.24°41'54"W. 59.12 ft. to a point 60.00 ft. radially distant westerly from said Control Line, of said project opposite approximate engineer station 104+60.17; thence Northwesterly 55.32 ft. along the arc of a 1546.50 ft. radius curve to the right (Note: Chord to said curve bears N.23°40'25"W. 55.32 ft.), to a point on the northerly line of said entire tract, point being 62.62 ft. radially distant westerly from said Control Line, of said project opposite approximate engineer station 105+14.47; thence N.73°04'43"E. 9.56 ft. along the northerly line of said entire tract, to a point 53.08 ft. radially distant westerly from said Control Line, of said project opposite approximate engineer station 105+13.88; thence Southerly 31.13 ft. along the arc of a 100.00 ft. radius curve to the left (Note: Chord to said curve bears S.12°55'18"E. 31.00 ft.), to a point 57.31

Pin No. 13043
Project No. F-LC53(74)
Parcel No. LC53:105:C

ft. radially distant westerly from said Control Line, of said project opposite approximate engineer station 104+83.65; thence S.21°50'19"E. 82.89 ft. to the point of beginning. The above described part of an entire tract contains 357 square feet in area or 0.008 acre, more or less.

(Note: Rotate all bearings in the above description 0°00'00" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

IN WITNESS WHEREOF, said River Road Investments, L.L.C., has caused this instrument to be executed by its proper officers thereunto duly authorized, this 24th day of MARCH, A.D. 2020.

State of UTAH)
County of WASHINGTON)

RIVER ROAD INVESTMENTS L.L.C.
Utah Limited Liability Company

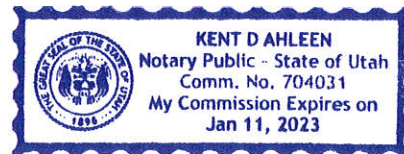
By Travis Sheffield
Manager

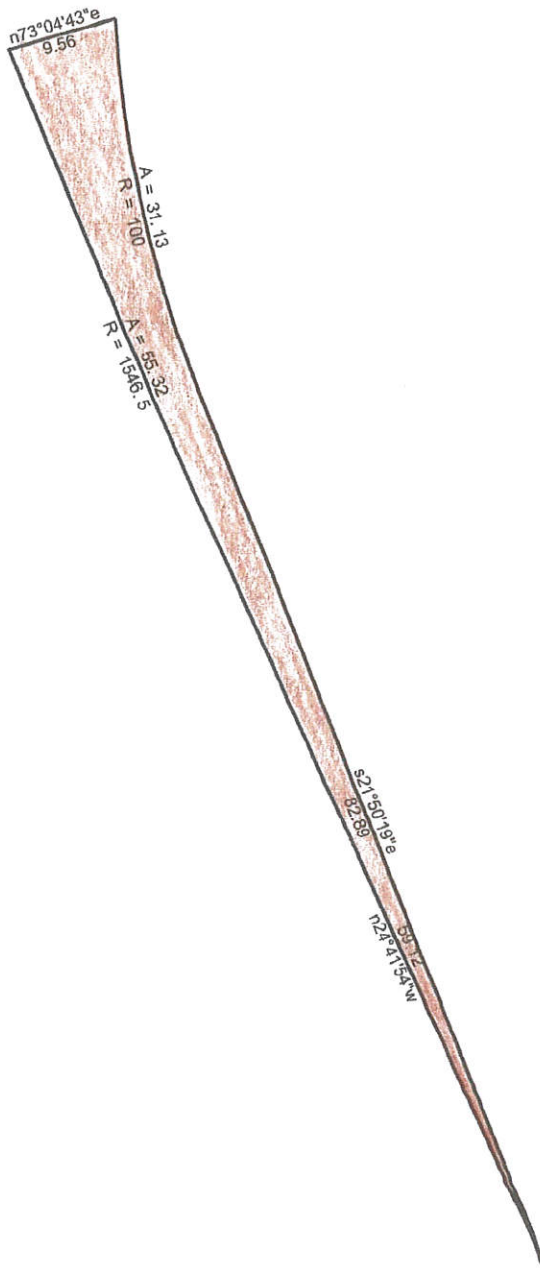
On this, the 24th day of MARCH, 2020, personally appeared before me Kent Ahleen ^{above named}, the undersigned officer, who acknowledged herself/himself to be the manager/a member of RIVER ROAD INVESTMENTS L.L.C., a Utah Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

In witness whereof, I hereunto set my hand and official seal.

** a notary public,*
Travis Sheffield 

Kent D Ahleen
Notary Public





1/25/2019

Scale: 1 inch= 15 feet

File: 13043_F-LC53(74)_01P_105_C_DeedPlot.ndp

Tract 1: 0.0082 Acres (357 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/52737), Perimeter=238 ft.

01 n24.4154w 59.12

02 Rt, r=1546.50, arc=55.32, chord=n23.4025w 55.32

03 n73.0443e 9.56

04 Lt, r=100.00, arc=31.13, chord=s12.5518e 31.00

05 s21.5019e 82.89

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement
(LIMITED LIABILITY COMPANY)
Washington County

Tax ID. No. SG-BLDR-1-5
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:105:1EC

RIVER ROAD INVESTMENTS, L.L.C., a Utah Limited Liability Company, Grantor, hereby GRANTS AND CONVEYS to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in the County of Washington, State of Utah, to wit:

A temporary easement, upon part of an entire tract of property, in the South Half of Section 32, T.42S., R.15W., S.L.B.&M., in Washington County, Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes and appurtenant parts thereof for the existing River Road known as Project No. F-LC53(74). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for two (2) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point 4,698.71 ft. S.0°32'03"W. along the east line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 1,598.64 ft. West from the northeast corner of said Section 32, point being 57.58 ft. radially distant westerly from the River Road Control Line, of said project opposite approximate engineer station 103+68.15, point also being on the southerly line of said entire tract, and running thence S.64°50'50"W. 22.43 ft. along the southerly line of said entire tract, to a point 80.00 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 103+67.30; thence Northwesterly 7.88 ft. along the arc of a 3,580.00 ft. radius curve to the right (Note: Chord to said curve bears N.22°52'03"W. 7.88 ft.), to a point 80.00 ft. radially distant westerly from said Control Line, of said project opposite approximate engineer station 103+75.00; thence N.67°11'44"E. 12.00 ft. to a point 68.00 ft. radially distant

Pin No. 13043
 Project No. F-LC53(74)
 Parcel No. LC53:105:1EC

westerly from said control line, of said project opposite approximate engineer station 103+75.00; thence Northerly 142.52 ft. along the arc of a 3,568.00 ft. radius curve to the right (Note: Chord to said curve bears N.21°39'36"W. 142.51 ft.), to a point on the northerly line of said entire tract, point also being 68.00 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 105+14.80; thence N.73°04'43"E. 5.39 ft. along the northerly line of said entire tract, to a point 62.62 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 105+14.47; thence Southeasterly 55.32 ft. along the arc of a 1,546.50 ft. radius curve to the left (Note: Chord to said curve bears S.23°40'25"E. 55.32 ft.), to a point 60.00 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 104+60.17; thence S.24°41'54"E. 59.12 ft. to a point 57.10 ft. radially distant westerly from the said control line, of said project opposite approximate engineer station 104+02.09; thence S.21°50'19"E. 34.50 ft. to the point of beginning. The above described part of an entire tract contains 1,392 square feet in area or 0.032 acre, more or less.

(Note: Rotate all bearings in the above description 0°00'00" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

IN WITNESS WHEREOF, said River Road Investments, L.L.C., has caused this instrument to be executed by its proper officers thereunto duly authorized, this 24TH day of MARCH, A.D. 20 20.

State of UTAH)
 County of WASHINGTON) §

RIVER ROAD INVESTMENTS, L.L.C.
 Utah Limited Liability Company

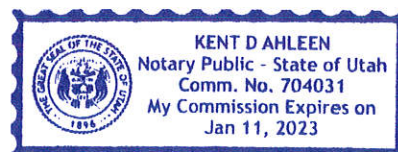
By Travis Scheffeld
 Manager

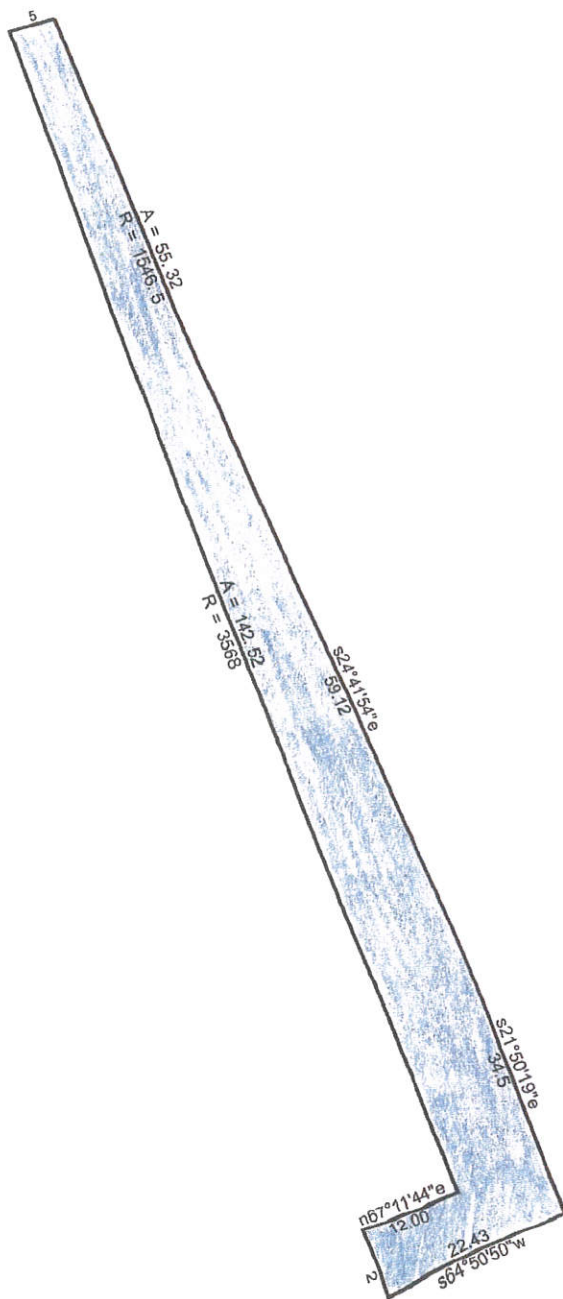
On this, the 24TH day of MARCH, 20 20, personally appeared before me Kent Ahleen, the undersigned officer, who acknowledged herself/himself to be the manager/a member of RIVER ROAD INVESTMENTS, L.L.C., a Utah Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

In witness whereof, I hereunto set my hand and official seal.

* a notary public, Travis Scheffeld

Kent D Ahleen
 Notary Public





1/25/2019

Scale: 1 inch= 20 feet

File: 13043_F-LC53(74)_01P_105_1EC_DeedPlot.ndp

Tract 1: 0.0319 Acres (1392 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/114497), Perimeter=339 ft.

01 s64.5050w 22.43

08 s21.5019e 34.5

02 Rt, r=3580.00, arc=7.88, chord=n22.5203w 7.88

03 n67.1144e 12.00

04 Rt, r=3568.00, arc=142.52, chord=n21.3936w 142.51

05 n73.0443e 5.39

06 Lt, r=1546.50, arc=55.32, chord=s23.4025e 55.32

07 s24.4154e 59.12

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement
(LIMITED LIABILITY COMPANY)
Washington County

Tax ID. No. SG-BLDR-1-5
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:105:2EC

RIVER ROAD INVESTMENTS, L.L.C., a Utah Limited Liability Company, Grantor, hereby GRANTS AND CONVEYS to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in the county of Washington, State of Utah, to wit:

A perpetual access easement, upon part of an entire tract of property, in South Half of Section 32, T.42S., R.15E., S.L.B.&M., in Washington County, Utah, for the purpose of ingress and egress to public utilities, storm water drainage structures and appurtenant parts thereof for the existing River Road known as Project No. F-LC53(74). The boundaries of said easement are described as follows:

Beginning at a point 4,595.33 ft. S.0°32'03"W. along the east line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 1,657.19 ft. West from the northeast corner of said Section 32, point being 72.31 ft. radially distant westerly from the River Road Control Line, of said project opposite approximate engineer station 104+83.44, and running thence N.21°50'19"W. 32.33 ft. to a point on the northerly line of said entire tract, point also being 72.91 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 105+15.11; thence N.73°04'43"E. 4.54 ft. along the northerly line of said entire tract, to a point 68.38 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 105+14.83; thence Southerly 32.37 ft. along the arc of a 115.00 ft. radius curve to the left (Note: Chord to said curve bears S.13°46'34"E. 32.26 ft.) to the point of beginning. The above described part of an entire tract contains 49 square feet in area or 0.001 acre, more or less.

(Note: Rotate all bearings in the above description 0°00'00" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

Pin No. 13043
Project No. F-LC53(74)
Parcel No. LC53:105:2EC

IN WITNESS WHEREOF, said River Road Investments, L.L.C., has caused this instrument to be executed by its proper officers thereunto duly authorized, this 24th day of MARCH, A.D. 20 20.

State of UTAH)
County of WASHINGTON) §

RIVER ROAD INVESTMENTS L.L.C.
Utah Limited Liability Company

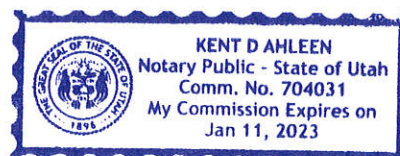
By Travis Sheffield
Manager

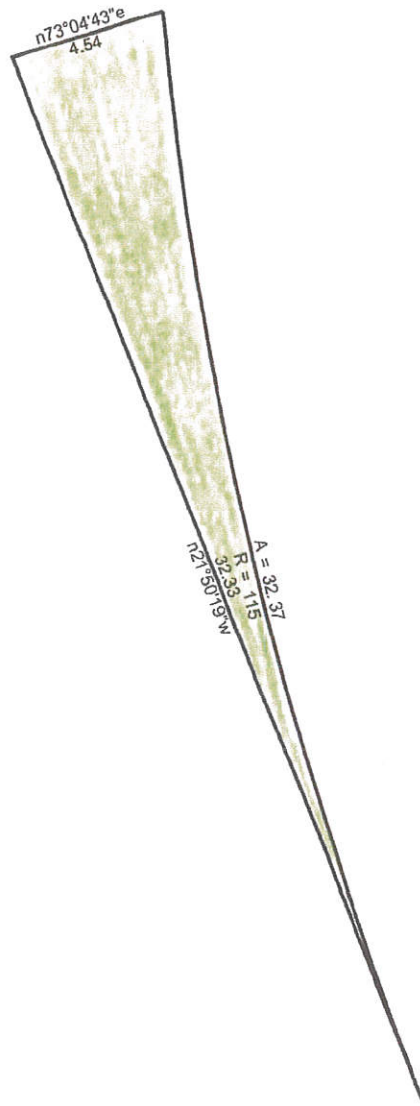
On this, the 24th day of MARCH, 2020, personally appeared before me Kent Ahleen *, the undersigned officer, who acknowledged herself/himself to be the manager/a member of RIVER ROAD INVESTMENTS L.L.C., a Utah Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

In witness whereof, I hereunto set my hand and official seal.

* a notary public
Travis Sheffield (101)

Kent D Ahleen
Notary Public





1/25/2019

Scale: 1 inch= 5 feet

File: 13043_F-LC53(74)_01P_105_2EC_DeedPlot.ndp

Tract 1: 0.0011 Acres (49 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/17739), Perimeter=69 ft.

01 n21.5019w 32.33

02 n73.0443e 4.54

03 Lt, r=115.00, arc=32.37, chord=s13.4634e 32.26



ST. GEORGE CITY

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: F-LC53(74) Parcel No.(s): 129:C, 129:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-TC-8
Property Address: 1230 East 1050 South Circle ST. GEORGE UT, 84790
Owner's Address: 1230 East 1050 South Circle, ST. GEORGE, UT, 84790
Primary Phone: 435-467-9445 Owner's Home Phone: (435)467-9445 Owner's Work Phone:
Owner / Grantor (s): WILLIAM ROBER SEGER and LOUISE SEGER, as co-Trustees of THE SEGER LIVING TRUST, U/A dated 7 MAY, 2018
Grantee: ST. GEORGE CITY/The City

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Warranty Deed, Temporary Easement a parcel(s) of land known as parcel number(s) 129:C, 129:EC for transportation purposes. This contract is to be returned to: Kent Ahleen (Consultant/Realtor), Right of Way Agent c/o ST. GEORGE CITY, 175 EAST 200 NORTH, ST. GEORGE, UT 84770.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

Grantor acknowledges that they were paid for the following improvements: lawn and sprinklers and the following cost to cure items: lawn and sprinklers and 7 pine trees.

Mortgaged Property Value appraisal's required by Lienholder for Partial Release, to be paid for by St. George City East Property line Block wall to will vary from 5'6" to 6'4" (the average being 6' but allowing for the longitudinal slope of the sidewalk/road). And to color match (as close as possible), Existing South wall w/Spider Block on top row.

Temporary fence to be installed during construction, in between removal of existing block wall and installation of new block wall..

Total Selling Price \$40,230.00

ST. GEORGE CITY
Right of Way Contract
Fee Simple Acquisition - Strip

Project No: F-LC53(74) Parcel No.(s): 129:C, 129:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-TC-8
Property Address: 1230 East 1050 South Circle ST. GEORGE UT, 84790
Owner's Address: 1230 East 1050 South Circle, ST. GEORGE, UT, 84790
Primary Phone: 435-467-9445 Owner's Home Phone: (435)467-9445 Owner's Work Phone:
Owner / Grantor (s): WILLIAM ROBER SEGER and LOUISE SEGER, as co-Trustees of THE SEGER LIVING TRUST, U/A dated 7 MAY, 2018
Grantee: ST. GEORGE CITY/The City

Grantor's Initials

Grantor understands this agreement is an option until approved by the .

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

Percent

Date

100%


Trustees William R. and Louise Seger

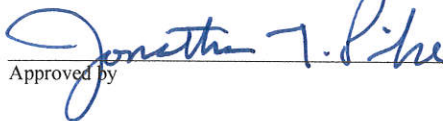
2/3/2020

Right of Way Agents


Kent Ahleen (Consultant/Realtor) / Acquisition Agent

2-3-2020

Jolene Ottley / Team Leader


Approved by

2-19-2020

Approved as to form:


February 13, 2020
Bryan Pack
Assistant City Attorney



ADMINISTRATIVE DECISION FOR PROPERTY SETTLEMENT

Project No: F-LC53(74) Parcel No.(s): 129:C, 129:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-TC-8
Property Address: 1230 East 1050 South Circle ST. GEORGE UT, 84790
Owner's Address: 1230 East 1050 South Circle, ST. GEORGE, UT, 84790
Owner's Home Phone: (435)467-9445 Owner's Work Phone:
Owner / Grantor (s): WILLIAM ROBER SEGER and LOUISE SEGER, as co-Trustees of THE SEGER LIVING TRUST, U/A dated 7 MAY, 2018
Grantee: ST. GEORGE CITY

In Compliance with the provisions of **Section 24.102(i)**, an Administrative Settlement has been recommended for the purchase of subject parcel(s).

An agent assigned to this parcel has recorded, by written log, that an Offer to Purchase was made to the property owner in the amount of \$37,230.00.

Reasoning for the recommended settlement is as follows:

Grantor qualified for an incentive payment, in the amount of \$3,000.00 by signing the contract / ROO within 30 days of the offer.

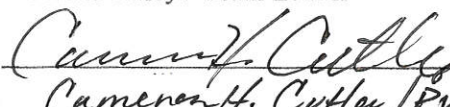
Settlement is, therefore, approved as follows:

Fair Market Value	\$37,230.00
Incentive Payment	\$3,000.00
TOTAL	\$40,230.00

5-28-2020
Date of Recommendation


Kent Ahleen (Consultant/Realtor) / Acquisition Agent

Date of Approval
5-28-2020
Date of Approval

Jolene Ottley / Team Leader

Cameron H. Cutler / PW Dir.
St. George City

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed

(TRUSTEE)
Washington County

Tax ID. No. SG-TC-8
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:129:C

WILLIAM ROBERT SEGER and LOUISE SEGER, as co-Trustees of THE SEGER LIVING TRUST, U/A dated 7 May, 2018, Grantor, of St George, County of Washington, State of Utah, hereby CONVEYS AND WARRANTS to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing River Road known as Project No. F-LC53(74), being part of an entire tract of property situate SW1/4 NE1/4 of Section 32, T.42S., R.15E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point 2,619.20 ft. S.1°13'36"E. (S.1°13'13"W. by Record) along the center section line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 461.56 ft. East from the north 1/4 corner of said Section 32, point being 87.75 ft. radially distant westerly from the River Road Control Line, of said project opposite approximate engineer station 125+05.25, and running thence N.89°39'32"E. 2.50 ft. to a point 85.24 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 125+05.22; thence Northeasterly 28.52 ft. along the arc of a 18.00 ft. radius curve to the left (Note: Chord to said curve bears N.44°16'26"E. 25.63 ft.) to a point 67.00 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 125+23.14; thence N.1°06'40"W. 26.86 ft. to a point 67.00 ft. perpendicularly distant westerly from said control line, of said project opposite

approximate engineer station 125+50.00; thence N.88°53'20"E. 7.00 ft. to a point 60.00 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 125+50.00; thence N.1°06'40"W. 88.42 ft. to a point 60.00 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 126+38.42; thence N.14°09'22"E. 72.10 ft. to a point 41.01 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 127+07.98; thence S.3°08'20"W. 16.54 ft. to a point 42.24 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 126+91.48; thence Southerly 37.31 ft. along the arc of a 294.00 ft. radius curve to the right (Note: Chord to said curve bears S.6°46'28"W. 37.28 ft.) to a point 47.36 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 126+54.55; thence Southerly 31.37 ft. along the arc of a 150.00 ft. radius reverse curve to the left (Note: Chord to said curve bears S.4°25'08"W. 31.31 ft.) to a point 50.37 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 126+23.38; thence S.1°06'40"E. 79.10 ft. to a point 50.37 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 125+44.28; thence S.88°53'20"W. 7.00 ft. to a point 57.37 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 125+44.28; thence S.1°06'40"E. 21.00 ft. to a point 57.37 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 125+23.28; thence Southwesterly 31.54 ft. along the arc of a 20.00 ft. radius curve to the right (Note: Chord to said curve bears S.44°04'22"W. 28.37 ft.) to a point on the southerly line of said entire tract, point also being 77.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 125+03.41; thence S.89°15'24"W. 10.27 ft. along the southerly line of said entire tract, to a point 87.77 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 125+03.49; thence N.0°20'28"W. 1.83 ft. to the point of beginning. The above described part of an entire tract contains 1,767 square feet in area or 0.041 acre, more or less.

(Note: Rotate all bearings in the above description 1°26'12" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

Pin No. 13043
Project No. F-LC53(74)
Parcel No. LC53:129:C

WITNESS, the hand of said Grantor, this 3RD day of FEBRUARY, A.D. 20 20.

Signed in the presence of:

State of UTAH)
County of WASHINGTON) §

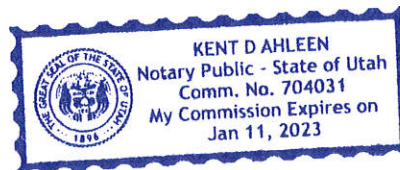
William Robert Seger
William Robert Seger, Trustee

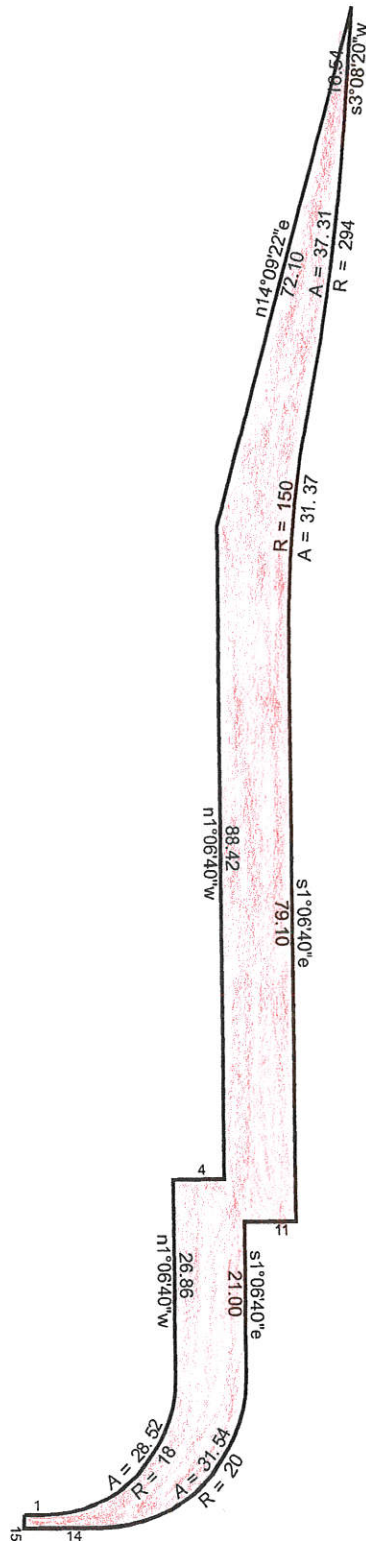
Louise Seger
Louise Seger, Trustee

On the date first above written personally appeared before me, William R. Seger and Louise Seger, who, being by me duly sworn, acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustee(s) given under the instrument creating said Trust, and that as Trustee(s) they executed the same.

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

Kent D Ahleen
Notary Public





1/25/2019

Scale: 1 inch= 25 feet

File: 13043_F-LC53(74)_01P_129_C_DeedPlot.ndp

Tract 1: 0.0406 Acres (1767 Sq. Feet), Closure: s10.0050e 0.01 ft. (1/71752), Perimeter=461 ft.

01 n89.3932e 2.50

02 Lt, r=18.00, arc=28.52, chord=n44.1626e 25.63

03 n1.0640w 26.86

04 n88.5320e 7.00

05 n1.0640w 88.42

06 n14.0922e 72.10

07 s3.0820w 16.54

08 Rt, r=294.00, arc=37.31, chord=s06.4628w 37.28

09 Lt, r=150.00, arc=31.37, chord=s04.2508w 31.31

10 s1.0640e 79.10

11 s88.5320w 7.00

12 s1.0640e 21.00

13 Rt, r=20.00, arc=31.54, chord=s44.0422w 28.37

14 s89.1524w 10.27

15 n0.2028w 1.83

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement
(TRUSTEE)
Washington County

Tax ID. No. SG-TC-8
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:129:EC

WILLIAM ROBERT SEGER and LOUISE SEGER, as co-Trustees of THE SEGER LIVING TRUST, U/A dated 7 May, 2018, Grantor, of St George, County of Washington, State of Utah, hereby GRANTS AND CONVEYS to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in the SW1/4 NW1/4 of Section 32, T.42S., R.15W., S.L.B.&M., in Washington County, Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes and appurtenant parts thereof for the existing River Road known as Project No. F-LC53(74). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for two (2) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point 2,619.20 ft. S.1°13'36"E. (S.1°13'13"W. by Record) along the center section line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 461.56 ft. East from the north 1/4 corner of said Section 32, point being 87.75 ft. radially distant westerly from the River Road Control Line, of said project opposite approximate engineer station 125+05.25, and running thence N.0°20'28"W. 9.82 ft. to a point 87.61 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 125+15.00; thence N.88°53'20"E. 10.61 ft. to a point 77.00 ft. perpendicularly distant westerly from said control line, of said project opposite

Pin No. 13043
Project No. F-LC53(74)
Parcel No. LC53:129:EC

approximate engineer station 125+15.00; thence N.1°06'40"W. 40.00 ft. to a point 77.00 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 125+55.00; thence N.88°53'20"E. 7.00 ft. to a point 70.00 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 125+55.00; thence N.1°06'40"W. 69.57 ft. to a point 70.00 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 126+24.57; thence N.14°09'22"E. 109.29 ft. to a point 41.22 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 127+30.00; thence N.88°53'20"E. 1.22 ft. to a point 40.00 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 127+30.00; thence S.1°06'40"E. 8.36 ft. to a point 40.00 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 127+21.64; thence S.3°08'20"W. 13.70 ft. to a point 41.01 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 127+07.98; thence S.14°09'22"W. 72.10 ft. to a point 60.00 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 126+38.42; thence S.1°06'40"E. 88.42 ft. to a point 60.00 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 125+50.00; thence S.88°53'20"W. 7.00 ft. to a point 67.00 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 125+50.00; thence S.1°06'40"E. 26.86 ft. to a point 67.00 ft. perpendicularly distant westerly from said control line, of said project opposite approximate engineer station 125+23.14; thence Southwesterly 28.52 ft. along the arc of a 18.00 ft. radius curve to the right (Note: Chord to said curve bears S.44°16'26"W. 25.63 ft.) to a point 85.24 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 125+05.22; thence S.89°39'32"W. 2.50 ft. to the point of beginning. The above described part of an entire tract contains 1,896 square feet in area or 0.044 acre, more or less.

(Note: Rotate all bearings in the above description 1°26'12" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

Pin No. 13043
Project No. F-LC53(74)
Parcel No. LC53:129:EC

WITNESS, the hand of said Grantor, this 3RD day of FEBRUARY, A.D. 2020.

Signed in the presence of:

State of UTAH)
County of WASHINGTON)

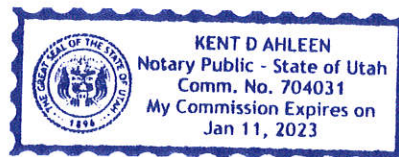
William Robert Seger
William Robert Seger, Trustee

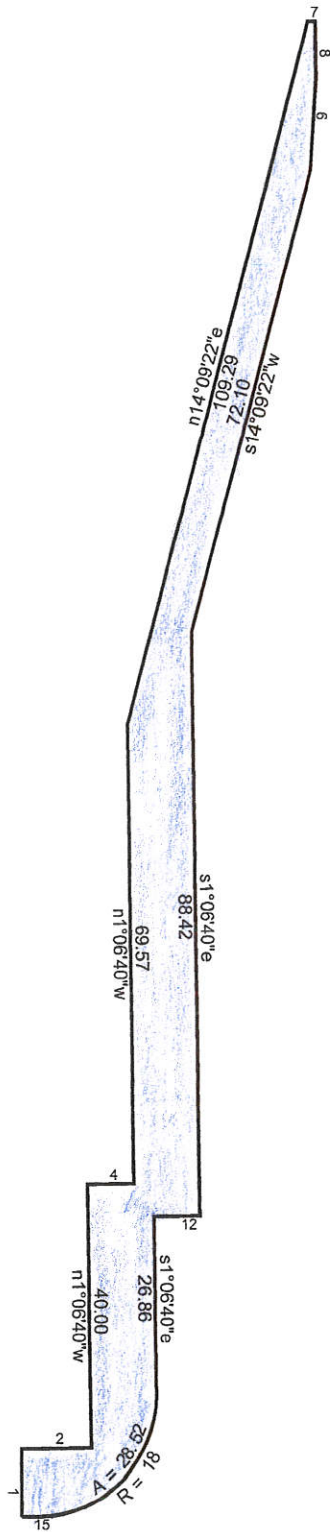
Louise Seger
Louise Seger, Trustee

On the date first above written personally appeared before me, WILLIAM R. SEGER and LOUISE SEGER, who, being by me duly sworn, acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustee(s) given under the instrument creating said Trust, and that as Trustee(s) they executed the same.

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

Kent D Ahleen
Notary Public





1/25/2019

Scale: 1 inch= 28 feet

File: 13043_F-LC53(74)_01P_129_EC_DeedPlot.ndp

Tract 1: 0.0435 Acres (1896 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/107577), Perimeter=495 ft.

01 n0.2028w 9.82
02 n88.5320e 10.61
03 n1.0640w 40.00
04 n88.5320e 7.00
05 n1.0640w 69.57
06 n14.0922e 109.29
07 n88.5320e 1.22
08 s1.0640e 8.36
09 s3.0820w 13.70
10 s14.0922w 72.10

11 s1.0640e 88.42
12 s88.5320w 7.00
13 s1.0640e 26.86
14 Rt, r=18.00, arc=28.52, chord=s44.1626w 25.63
15 s89.3932w 2.50



ST. GEORGE CITY

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: F-LC53(74) Parcel No.(s): 117:C, 117:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-5-2-32-242
Property Address: 1224 South River Road ST. GEORGE UT, 84790
Owner's Address: 3550 Sugar Leo Road, St. George, UT, 84790
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): SIMLEW, L.C., a Utah Limited Liability Company
Grantee: ST. GEORGE CITY/The City

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Warranty Deed, Temporary Easement a parcel(s) of land known as parcel number(s) 117:C, 117:EC for transportation purposes. This contract is to be returned to: Kent Ahleen (Consultant/Realtor), Right of Way Agent c/o ST. GEORGE CITY, 175 EAST 200 NORTH, ST. GEORGE, UT 84770.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

Total Selling Price \$92,300.00

ST. GEORGE CITY
Right of Way Contract
Fee Simple Acquisition - Strip

Project No: F-LC53(74) Parcel No.(s): 117:C, 117:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-5-2-32-242
Property Address: 1224 South River Road ST. GEORGE UT, 84790
Owner's Address: 3550 Sugar Leo Road, St. George, UT, 84790
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): SIMLEW, L.C., a Utah Limited Liability Company
Grantee: ST. GEORGE CITY/The City

Grantor's Initials

Grantor understands this agreement is an option until approved by the .

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

Percent

100%

SIMLEW, LC

Date

03-11-2020

Right of Way Agents

Kent Ahleen (Consultant/Realtor) / Acquisition Agent

3/11/2020

Jolene Ottley / Team Leader

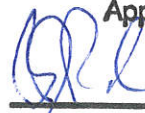
Approved by

4-2-2020



Attest: Annette Hansen
Annette Hansen, Deputy City Recorder

Approved as to form:


April 1, 2020
Bryan Pack
Assistant City Attorney

ADMINISTRATIVE DECISION FOR PROPERTY SETTLEMENT

Project No: F-LC53(74) Parcel No.(s): 117:C, 117:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-5-2-32-242
Property Address: 1224 South River Road ST. GEORGE UT, 84790
Owner's Address: 3550 Sugar Leo Road, St. George, UT, 84790
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): SIMLEW, L.C., a Utah Limited Liability Company
Grantee: ST. GEORGE CITY

In Compliance with the provisions of **Section 24.102(i)**, an Administrative Settlement has been recommended for the purchase of subject parcel(s).

An agent assigned to this parcel has recorded, by written log, that an Offer to Purchase was made to the property owner in the amount of \$76,000.00. The grantor(s) declined the offer.

As without additional compensation a negotiated settlement did not appear to be possible, it was believed to be in the best interest of ST. GEORGE CITY to settle this matter for the additional amount of \$13,300.00.

Reasoning for the recommended settlement is as follows:

Grantor qualified for an incentive payment, in the amount of \$3,000.00 by signing the contract / ROO within 30 days of the offer.

After reviewing the 2 bids for the Relocation & Sign replacement, provided by the property owner, City of St. George has approved an Administrative Settlement in the amount of \$13,300.00 to the offer.

Settlement is, therefore, approved as follows:

Fair Market Value	\$76,000.00
Administrative Settlement	\$13,300.00
Incentive Payment	\$3,000.00
TOTAL	\$92,300.00

5-28-2020
Date of Recommendation

Kent Ahleen
Kent Ahleen (Consultant/Realtor) / Acquisition Agent

5-28-2020
Date of Approval

Jolene Ottley / Team Leader
Cameron H. Cotton
Cameron H. Cotton / P.W. Dir
St. George City

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed
(LIMITED LIABILITY COMPANY)
Washington County

Tax ID. No. SG-5-2-32-242
& SG-5-2-32-243
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:117:C

SIMLEW, L.C., a Utah Limited Liability Company, Grantor, hereby CONVEY AND WARRANT to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN(\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing River Road known as Project No. F-LC53(74), being part of an entire tract of property situate Government Lot 2 of Section 32, T.42S., R.15E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point 501.49 ft. N.89°15'24"E. along the center section line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 215.01 ft. South from the center 1/4 corner of said Section 32, point being 65.50 ft. radially distant westerly from the River Road Control Line, of said project opposite approximate engineer station 122+54.49, point also being on the northerly line of said entire tract, and running thence N.89°15'24"E. 16.41 ft. along the northerly line of said entire tract, to a point 49.19 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 122+52.70; thence Southerly 19.28 ft. along the arc of a 1,960.08 ft. radius curve to the left (Note: Chord to said curve bears S.8°15'10"E. 19.28 ft.) to a point 48.91 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 122+33.80; thence S.1°06'40"E. 120.30 ft. to a point 65.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 121+17.42; thence Northerly 140.82 ft. along the arc of a 2,465.50 ft.

Pin No. 13043
Project No. F-LC53(74)
Parcel No. LC53:117:C

radius curve to the right (Note: Chord to said curve bears N.8°47'18"W. 140.80 ft.) to the point of beginning. The above described part of an entire tract contains 1,382 square feet in area or 0.032 acre, more or less.

(Note: Rotate all bearings in the above description 1°26'31" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

IN WITNESS WHEREOF, said SIMLEW, L.C., has caused this instrument to be executed by its proper officers thereunto duly authorized, this 11TH day of MARCH, A.D. 2020.

State of UTAH)
County of WASHINGTON)

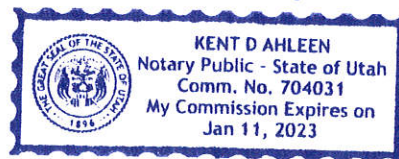
SIMLEW, L.C.
Utah Limited Liability Company
By: Randy J. Simonson
Manager

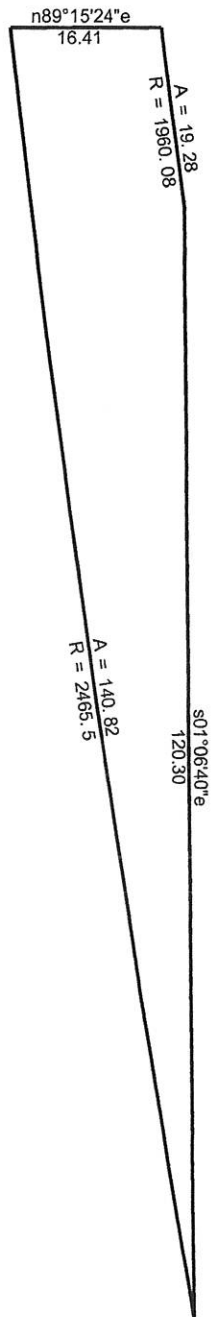
On this, the 11TH day of MARCH, 2020, personally appeared before me Kent D. Ahleen, the undersigned officer, who acknowledged herself/himself to be the manager/a member of Simlew L.C. a Utah Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

In witness whereof, I hereunto set my hand and official seal.

Kent D. Ahleen
Notary Public

* a notary public, Richard E. Lewis
Randy J. Simonson





2/7/2019

Scale: 1 inch= 20 feet

File: 13043_F-LC53(74)_01P_117_C_DeedPlot.ndp

Tract 1: 0.0317 Acres (1382 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/65607), Perimeter=297 ft.

01 n89.1524e 16.41

02 Lt, r=1960.08, arc=19.28, chord=s08.1510e 19.28

03 s01.0640e 120.30

04 Rt, r=2465.50, arc=140.82, chord=n08.4718w 140.80

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement
(LIMITED LIABILITY COMPANY)
Washington County

Tax ID. No. SG-5-2-32-242
& SG-5-2-32-243
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:117:EC

SIMLEW, L.C., a Utah Limited Liability Company, Grantor, hereby GRANTS AND CONVEYS to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in Government Lot 2 of Section 32, T.42S., R.15W., S.L.B.&M., in Washington County, Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes and appurtenant parts thereof for the existing River Road known as Project No. F-LC53(74). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for two (2) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point 501.49 ft. N.89°15'24"E. along the center section line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 215.01 ft. South from the center 1/4 corner of said Section 32, point being 65.50 ft. radially distant westerly from the River Road Control Line, of said project opposite approximate engineer station 122+54.49, point also being on the northerly line of said entire tract, and running thence Southerly 140.82 ft. along the arc of a 2,465.50 ft. radius curve to the left (Note: Chord to said curve bears S.8°47'18"E. 140.80 ft.) to a point 65.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 121+17.42; thence S.1°06'40"E. 58.34 ft. to a point 75.61 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 120+61.59; thence S.8°39'37"E. 27.49

ft. to a point 77.25 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 120+35.00; thence S.77°36'29"W. 27.75 ft. to a point 105.00 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 120+35.00; thence N.11°19'04"W. 93.93 ft. to a point 105.00 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 121+25.00; thence N.79°45'24"E. 29.50 ft. to a point 75.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 121+25.00; thence Northerly 134.69 ft. along the arc of a 2,475.50 ft. radius curve to the right (Note: Chord to said curve bears N.8°41'05"W 134.67 ft.) to a point 75.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 122+55.58, point also being on the northerly line of said entire tract; thence N.89°15'24"E. 10.06 ft. to the point of beginning. The above described part of an entire tract contains 4,410 square feet in area or 0.101 acre, more or less.

(Note: Rotate all bearings in the above description 1°26'31" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

IN WITNESS WHEREOF, said SIMLEW, L.C., has caused this instrument to be executed by its proper officers thereunto duly authorized, this 11TH day of MARCH, A.D. 20 20.

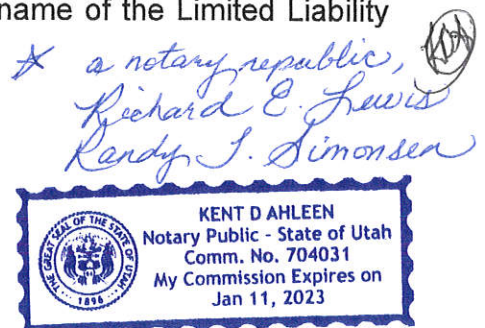
State of UTAH)
County of WASHINGTON) §

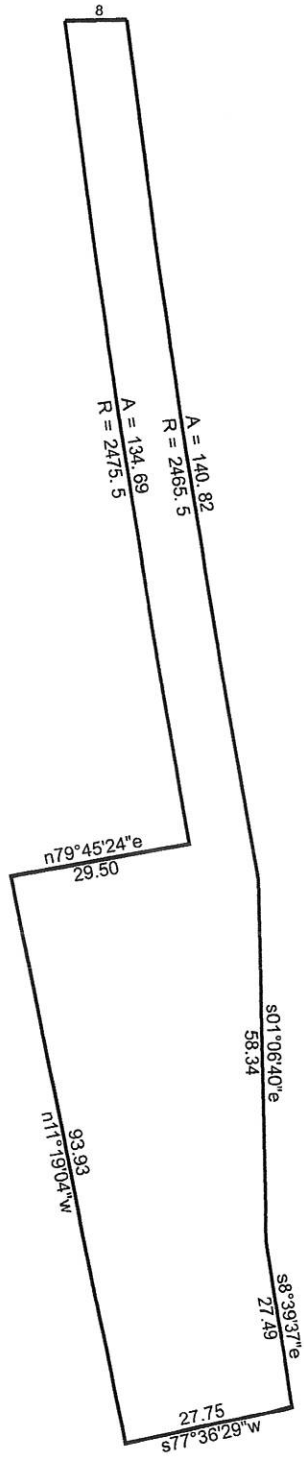
SIMLEW, L.C.
Utah Limited Liability Company
By Kent E. Lewis
Randy J. Simonson
Manager

On this, the 11TH day of MARCH, 20 20, personally appeared before me Kent D. Ahleen *, the undersigned Notary Public, who acknowledged herself/himself to be the manager/a member of SIMLEW, L.C., a Utah Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

In witness whereof, I hereunto set my hand and official seal.

Kent D. Ahleen
Notary Public





2/7/2019

Scale: 1 inch= 30 feet

File: 13043_F-LC53(74)_01P_117_EC_DeedPlot.ndp

Tract 1: 0.1012 Acres (4410 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/498461), Perimeter=523 ft.

01 Lt, r=2465.50, arc=140.82, chord=s08.4718e 140.80

08 n89.1524e 10.06

02 s01.0640e 58.34

03 s8.3937e 27.49

04 s77.3629w 27.75

05 n11.1904w 93.93

06 n79.4524e 29.50

07 Rt, r=2475.50, arc=134.69, chord=n08.4105w 134.67



ST. GEORGE CITY Right of Way Contract *Easement*

Project No: F-LC53(74)		Parcel No.(s): 112:EC
Pin No: 13043	Job/Proj No: 54321	Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON		Tax ID / Sidwell No: SG-JIF-1
Property Address: 1393 South River Road ST. GEORGE UT, 84790		
Owner's Address: 1110 North Chinowth Street, Visalia, CA, 93291		
Primary Phone:	Owner's Home Phone:	Owner's Work Phone:
Owner / Grantor (s): SWISS BROS. LLC, a Utah limited liability company		
Grantee: ST. GEORGE CITY/The City		

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Temporary Easement a parcel(s) of land known as parcel number(s) 112:EC for transportation purposes. This contract is to be returned to: Kent Ahleen (Consultant/Realtor), Right of Way Agent c/o ST. GEORGE CITY, 175 EAST 200 NORTH, ST. GEORGE, UT 84770.

1. Grantor agrees to transfer the property free of all debris and any hazardous materials (including paint or other household products.)
2. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvements or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
3. The City shall pay in full to the Grantor for the real property in the easement referenced above.
4. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
5. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

Line item #4 to be Amended as follows:

"Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all third party loss, claim, damage, liability or injury of any nature (but not lost business) that are caused by the negligent acts or omissions of Grantee, its employees, agents, or contractors concerning the construction for the River road project within the Easement. The obligation to indemnify is limited to the amounts and requirements stated in the Utah Government Immunity Act. Grantee is not obligated to indemnify any loss, claim, damage, liability, or injury caused by the Grantor, its employees, agents or contractors."

Total Selling Price \$6,450.00



ST. GEORGE CITY Right of Way Contract Easement

Project No: F-LC53(74) Parcel No.(s): 112:EC
Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-JIF-1
Property Address: 1393 South River Road ST. GEORGE UT, 84790
Owner's Address: 1110 North Chinowth Street, Visalia, CA, 93291
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): SWISS BROS. LLC, a Utah limited liability company
Grantee: ST. GEORGE CITY/The City

Grantor's Initials

DBS

Grantor understands this agreement is an option until approved by the .
Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.
This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

Percent Date
DBS 100% by *D. Fern Butler* 3-1-2020
Swiss Bros., LLC

Right of Way Agents



[Signature] 2-28-2020
Kent Ahleen (Consultant/Realtor) / Acquisition Agent

[Signature] 4-2-2020
Shelene Ottley / Team Leader

Attested: *Annette Hansen*
Annette Hansen, Deputy City Recorder

Approved as to form:

[Signature] March 26, 2020
Bryan Pack
Assistant City Attorney



ST. GEORGE CITY

Right of Way Contract

Leasehold Acquisition - Strip

3 of 4

Project No: F-LC53(74) Parcel No.(s): 112:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-JIF-1
Property Address: 1393 South River Road ST. GEORGE UT, 84790 Leaseholder's Address: 1157 East 700 South #1, ST. GEORGE, UT, 84770
Leaseholder's Primary Phone:
Leaseholder / Grantor(s): Jiffy Lube/SWISS BROS. LLC, a Utah limited liability company
Grantee: ST. GEORGE CITY/The City

IN CONSIDERATION of the payment to the Grantor and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by this contract any and all Grantor's Leasehold interest in the parcel(s) of land known as parcel number(s) 112:EC for transportation purposes. This contract is to be returned to: Kent Ahleen (Consultant/Realtor), Right of Way Agent c/o ST. GEORGE CITY, 175 EAST 200 NORTH, ST. GEORGE, UT 84770.

1. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
2. The City shall pay the Grantor for Grantor's leasehold interest in the real property in the parcels referenced above.
3. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
4. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from other parties claiming any interest in the leasehold estate, and/or entitlement to share in the compensation paid by the City hereunder.
5. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

Line item #4 to be Amended as follows:

"Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all third party loss, claim, damage, liability or injury of any nature (but not lost business) that are caused by the negligent acts or omissions of Grantee, its employees, agents, or contractors concerning the construction for the River road project within the Easement. The obligation to indemnify is limited to the amounts and requirements stated in the Utah Government Immunity Act. Grantee is not obligated to indemnify any loss, claim, damage, liability, or injury caused by the Grantor, its employees, agents or contractors."

The undersigned tenant hereby agrees that it is not entitled to any financial compensation from St. George City or otherwise. Tenant agrees to seek any compensation related to this transaction from the Grantor and not St. George City. Tenant releases and waives any claims against St. George City for the total/partial acquisition of the property.



ADMINISTRATIVE DECISION FOR PROPERTY SETTLEMENT

Project No: F-LC53(74) Parcel No.(s): 112:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-JIF-1
Property Address: 1393 South River Road ST. GEORGE UT, 84790
Owner's Address: 1110 North Chinowth Street, Visalia, CA, 93291
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): SWISS BROS. LLC, a Utah limited liability company
Grantee: ST. GEORGE CITY

In Compliance with the provisions of **Section 24.102(i)**, an Administrative Settlement has been recommended for the purchase of subject parcel(s).

An agent assigned to this parcel has recorded, by written log, that an Offer to Purchase was made to the property owner in the amount of \$3,450.00.

Reasoning for the recommended settlement is as follows:

Grantor qualified for an incentive payment, in the amount of \$3,000.00 by signing the contract / ROO within 30 days of the offer.

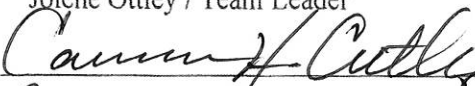
Settlement is, therefore, approved as follows:

Fair Market Value	\$3,450.00
Incentive Payment	\$3,000.00
TOTAL	<u>\$6,450.00</u>

5-28-2020
Date of Recommendation


Kent Ahleen (Consultant/Realtor) / Acquisition Agent

5-28-2020
Date of Approval

Jolene Ottley / Team Leader

Cameron H. Cottler / PW Dir
St. George City

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement
(LIMITED LIABILITY COMPANY)
Washington County

Tax ID. No. SG-JIF-1
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:112:EC

Swiss Bros. LLC, a Utah limited liability company, Grantor, hereby GRANTS AND CONVEYS to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of Ten (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in the South Half of Section 32, T.42S., R.15W., S.L.B.&M., in Washington County, Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes and appurtenant parts thereof for the existing River Road known as Project No. F-LC53(74). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for two (2) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point 3898.56 ft. S.0°32'03"W. along the east line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 1743.88 ft. West from the northeast corner of said Section 32, point being 65.00 ft. perpendicularly distant easterly from the River Road Control Line, of said project opposite approximate engineer station 111+68.09, point also being the northwest corner of said entire tract, and running thence N.17°11'21"W. 31.91 ft. to a point 65.00 ft. perpendicularly distant easterly from said control line, of said project opposite approximate engineer station 112+00.00; thence N.72°48'39"E. 15.00 ft. to a point 80.00 ft. perpendicularly distant easterly from said control line, of said project opposite approximate engineer station 112+00.00; thence S.17°11'21"E. 36.15 ft. to a point 80.00 ft. perpendicularly distant easterly from said control

Pin No. 13043
 Project No. F-LC53(74)
 Parcel No. LC53:112:EC

line, of said project opposite approximate engineer station 111+63.85, point also being on the southerly line of said entire tract; thence S.88°36'36"W. 15.59 ft. along the southerly line of said entire tract, to the point of beginning. The above described part of an entire tract contains 510 square feet in area or 0.012 acre, more or less.

(Note: Rotate all bearings in the above description 0°00'00" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

IN WITNESS WHEREOF, said Swiss Bros., LLC, has caused this instrument to be executed by its proper officers thereunto duly authorized, this 11th day of March A.D. 2020.

State of California)
 County of Los Angeles §

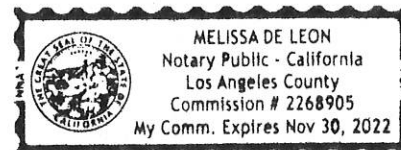
Swiss Bros. LLC
 Utah Limited Liability Company

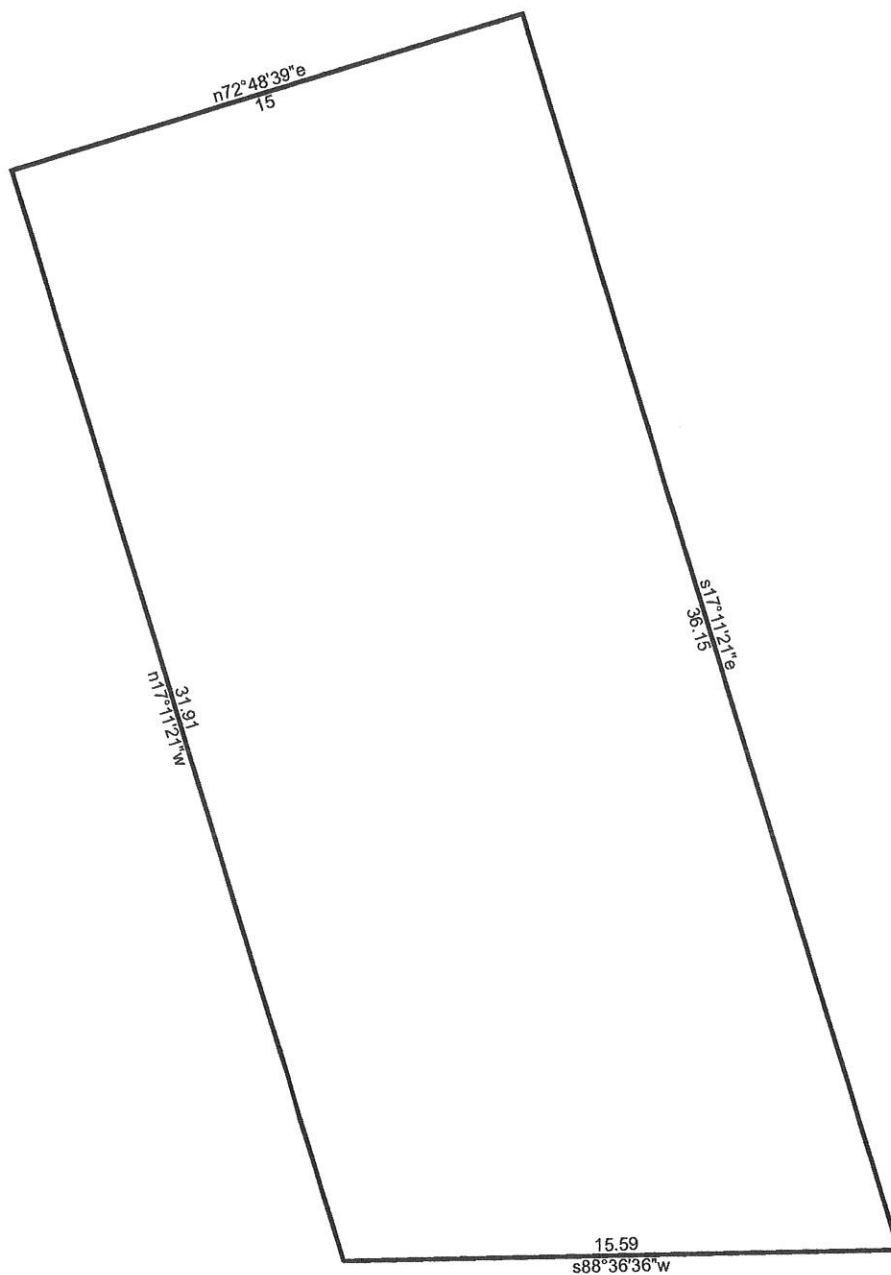
By D. Lynn Gubler
 Manager

On this, the 11th day of March, 20 20, personally appeared before me Melissa De Leon, the undersigned officer, who acknowledged herself/himself to be the manager a member of Swiss Bros. LLC, a Utah Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager member.

In witness whereof, I hereunto set my hand and official seal.

Melissa De Leon
 Notary Public





1/25/2019

Scale: 1 inch= 5 feet

File: 13043_F-LC53(74)_01P_112_EC_DeedPlot.ndp

Tract 1: 0.0117 Acres (510 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/20780), Perimeter=99 ft.

01 n17.1121w 31.91

02 n72.4839e 15

03 s17.1121e 36.15

04 s88.3636w 15.59



ST. GEORGE CITY

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: F-LC53(74) Parcel No(s): 125:C, 125:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-5-2-32-2410
Property Address: 1218 East Riverside Drive ST. GEORGE UT, 84790
Owner's Address: 15 West South Temple Suite 1701, Salt Lake City, UT, 84101
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Wells Fargo Bank, N.A., successor in interest to First Security Bank, N.A., organized and existing under the laws of the State of Utah, with its principal office at St. George, County of Washington, State of Utah
Grantee: ST. GEORGE CITY/The City

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Warranty Deed, Temporary Easement a parcel(s) of land known as parcel number(s) 125:C, 125:EC for transportation purposes. This contract is to be returned to: Kent Ahleen (Consultant/Realtor), Right of Way Agent c/o ST. GEORGE CITY, 175 EAST 200 NORTH, ST. GEORGE, UT 84770.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

Total Selling Price \$120,200.00



ST. GEORGE CITY

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: F-LC53(74) Parcel No.(s): 125:C, 125:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South

County of Property: WASHINGTON Tax ID / Sidwell No: SG-5-2-32-2410

Property Address: 1218 East Riverside Drive ST. GEORGE UT, 84790

Owner's Address: 15 West South Temple Suite 1701, Salt Lake City, UT, 84101

Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): Wells Fargo Bank, N.A., successor in interest to First Security Bank, N.A., organized and existing under the laws of the State of Utah, with its principal office at St. George, County of Washington, State of Utah

Grantee: ST. GEORGE CITY/The City

Grantor's Initials

Grantor understands this agreement is an option until approved by the .

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

CC

Percent

Date

CC

100%

Wells Fargo Bank

Wells Fargo Bank

3/31/2020

3/31/2020

Right of Way Agents

Kent Ahleen (Consultant/Realtor) / Acquisition Agent

Jolene Ottley / Team Leader

Approved by

Attest: Christine Fernandez

Approved as to form:

Bryan Pack
Assistant City Attorney





St. George

ADMINISTRATIVE DECISION FOR PROPERTY SETTLEMENT

Project No: F-LC53(74) Parcel No.(s): 125:C, 125:EC

Pin No: 13043 Job/Proj No: 54321 Project Location: River Road; Riverside Drive to 1450 South
County of Property: WASHINGTON Tax ID / Sidwell No: SG-5-2-32-2410
Property Address: 1218 East Riverside Drive ST. GEORGE UT, 84790
Owner's Address: 15 West South Temple Suite 1701, Salt Lake City, UT, 84101
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Wells Fargo Bank, N.A., successor in interest to First Security Bank, N.A., organized and existing under the laws of the State of Utah, with its principal office at St. George, County of Washington, State of Utah
Grantee: ST. GEORGE CITY

In Compliance with the provisions of **Section 24.102(i)**, an Administrative Settlement has been recommended for the purchase of subject parcel(s).

An agent assigned to this parcel has recorded, by written log, that an Offer to Purchase was made to the property owner in the amount of \$113,432.80. The grantor(s) declined the offer.

As without additional compensation a negotiated settlement did not appear to be possible, it was believed to be in the best interest of ST. GEORGE CITY to settle this matter for the additional amount of \$3,767.20.

Reasoning for the recommended settlement is as follows:

Grantor qualified for an incentive payment, in the amount of \$3,000.00 by signing the contract / ROO within 30 days of the offer.

Incentive Payment \$3000.00

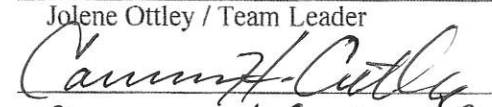
Settlement is, therefore, approved as follows:

Fair Market Value	\$113,432.80
Administrative Settlement	\$3,767.20
Incentive Payment	\$3,000.00
TOTAL	\$120,200.00

5-28-2020
Date of Recommendation


Kent Ahleen (Consultant/Realtor) / Acquisition Agent

Date of Approval
5-28-2020
Date of Approval

Jolene Ottley / Team Leader

Cameron H. Cotler / PW Dir
St. George City

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed
(CORPORATION)
Washington County

Tax ID. No. SG-5-2-32-2410
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:125:C

Wells Fargo Bank, N.A., successor in interest to First Security Bank, N.A., organized and existing under the laws of the State of Utah, with its principal office at St. George, County of Washington, State of Utah, Grantor, hereby CONVEYS AND WARRANTS to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing River Road known as Project No. F-LC53(74), being part of an entire tract of property situate in Government Lot 2 of Section 32, T.42S., R.15E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point 461.99 ft. N.89°15'24"E. along the center section line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 51.96 ft. South from the center 1/4 corner of said Section 32, point being 90.00 ft. radially distant westerly from the River Road Control Line, of said project opposite approximate engineer station 124+14.80, and running thence N.89°15'12"E. 11.46 ft. to a point 78.55 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 124+14.30; thence Southeasterly 45.41 ft. along the arc of a 30.00 ft. radius curve to the right (Note: Chord to said curve bears S.47°22'51"E. 41.20 ft.) to a point 50.09 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 123+85.29; thence Southerly 135.34 ft. along the arc of a 1,960.08 ft. radius curve to the left (Note: Chord to said curve bears S.5°59'35"E. 135.31 ft.) to a point 49.19 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 122+52.70, point also being the southeast corner of said entire tract;

thence S.89°15'24"W. 16.41 ft. along the southerly line of said entire tract, to a point 65.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 122+54.49; thence Northerly 139.21 ft. along the arc of a 2,465.50 ft. radius curve to the right (Note: Chord to said curve bears N.5°32'04"W. 139.19 ft.) to a point 65.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 123+90.00; thence N.47°21'49"W. 35.43 ft. to the point of beginning. The above described part of an entire tract contains 2,688 square feet in area or 0.062 acre, more or less.

(Note: Rotate all bearings in the above description 1°26'31" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

The officers who sign the within instrument certify that the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

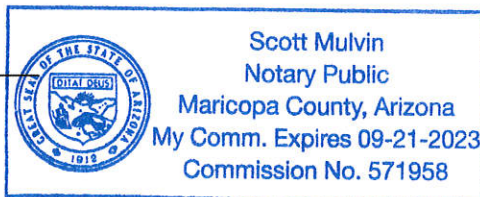
IN WITNESS WHEREOF, said Wells Fargo Bank, N.A., successor in interest to First Security Bank, N.A., organized and existing under the laws of the State of Utah, with its principal office at St. George, County of Washington, State of Utah, has caused this instrument to be executed by its proper officers thereunto duly authorized, this 1st day of April, A.D. 2020.

State of Arizona)
County of Maricopa) §
By Chad Carter Wells Fargo Bank, N.A.

On the date first above written personally appeared before me, Chad Carter, who, being by me duly sworn, says that they are the Vice President of Wells Fargo Bank, N.A., successor in interest to First Security Bank, N.A., organized and existing under the laws of the State of Utah, with its principal office at St. George, County of Washington, State of Utah, and that the within and foregoing instrument was signed in behalf of said corporation by authority of N/A, and said N/A acknowledged to me that said corporation executed the same.

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

[Signature]
Notary Public





2/7/2019

Scale: 1 inch= 20 feet

File: 13043_F-LC53(74)_01P_125_C_DeedPlot.ndp

Tract 1: 0.0617 Acres (2688 Sq. Feet), Closure: $S32.3252W$ 0.01 ft. (1/39587), Perimeter=383 ft.

01 $N89.1512E$ 11.46

02 Rt, $r=30.00$, $arc=45.41$, chord= $S47.2251E$ 41.20

03 Lt, $r=1960.08$, $arc=135.34$, chord= $S05.5935E$ 135.31

04 $S89.1524W$ 16.41

05 Rt, $r=2465.50$, $arc=139.21$, chord= $N05.3204W$ 139.19

06 $N47.2149W$ 35.43

WHEN RECORDED, MAIL TO:
City of St George, Recorder
175 East 200 North
St George, Utah 84770

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement
(CORPORATION)
Washington County

Tax ID. No. SG-5-2-32-2410
PIN No. 13043
Project No. F-LC53(74)
Parcel No. LC53:125:EC

Wells Fargo Bank, N.A., successor in interest to First Security Bank, N.A., organized and existing under the laws of the State of Utah, with its principal office at St. George, County of Washington, State of Utah, Grantor, hereby GRANTS AND CONVEYS to the City of St George, at 175 East 200 North, St George, Utah 84770, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in the Government Lot 2 of Section 32, T.42S., R.15W., S.L.B.&M., in Washington County, Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes and appurtenant parts thereof for the existing River Road known as Project No. F-LC53(74). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for two (2) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point 472.07 ft. N.89°15'24"E. along the center section line of Section 32, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and 61.37 ft. South from the center 1/4 corner of said Section 32, point being 80.50 ft. radially distant westerly from the River Road Control Line, of said project opposite approximate engineer station 124+05.27, and running thence S.47°21'49"E. 21.74 ft. to a point 65.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 123+90.00; thence Southerly 139.21 ft. along the arc of a 2,465.50 ft. radius curve to the left (Note: Chord to said curve bears S.5°32'04"E. 139.19 ft.) to a point 65.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station

122+54.49, point also being on the southerly line of said entire tract; thence S.89°15'24"W. 30.19 ft. along the southerly line of said entire tract, to a point 95.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 122+57.73; thence Northerly 38.75 ft. along the arc of a 2,495.50 ft. radius curve to the right (Note: Chord to said curve bears N.6°37'47"W. 38.75 ft.) to a point 95.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 122+95.00; thence N.83°48'54"E. 15.00 ft. to a point 80.50 ft. radially distant westerly from said control line, of said project opposite approximate engineer station 122+95.00; thence Northerly 113.97 ft. along the arc of a 2,480.50 ft. radius curve to the right (Note: Chord to said curve bears N.4°52'08"W. 113.96 ft.) to the point of beginning. The above described part of an entire tract contains 2,793 square feet in area or 0.064 acre, more or less.

(Note: Rotate all bearings in the above description 1°26'31" clockwise to match the above said control line).

(Note: Engineer Stations used in the above description are based on the River Road Control Line for said Project No. F-LC53(74)).

Pin No. 13043
 Project No. F-LC53(74)
 Parcel No. LC53:125:EC

The officers who sign the within instrument certify that the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, said Wells Fargo Bank, N.A., successor in interest to First Security Bank, N.A., organized and existing under the laws of the State of Utah, with its principal office at St. George, County of Washington, State of Utah, has caused this instrument to be executed by its proper officers thereunto duly authorized, this 15th day of April, A.D. 2020.

State of Arizona)
 County of Maricopa)

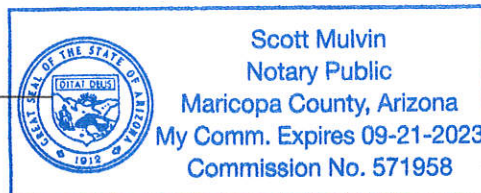
Wells Fargo Bank, N.A.

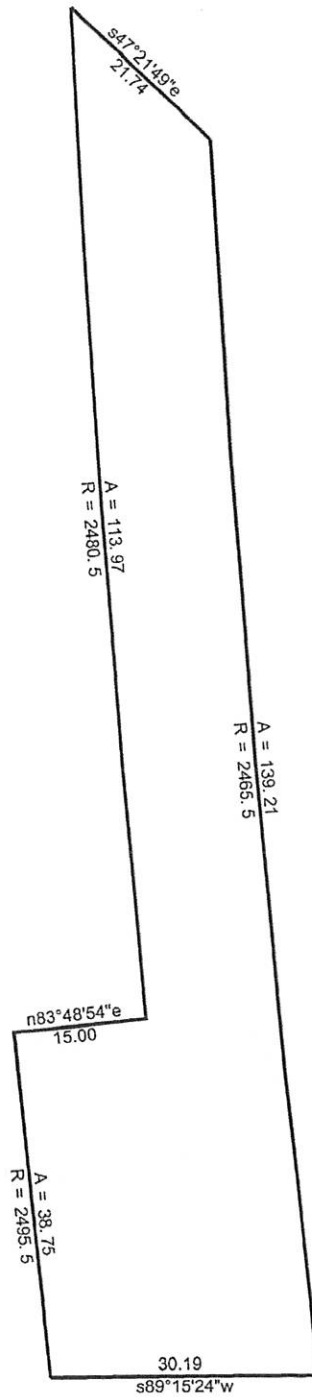
By Chad Carter

On the date first above written personally appeared before me, Chad Carter, who, being by me duly sworn, says that they are the Vice President of Wells Fargo Bank, N.A., successor in interest to First Security Bank, N.A., organized and existing under the laws of the State of Utah, with its principal office at St. George, County of Washington, State of Utah, and that the within and foregoing instrument was signed in behalf of said corporation by authority of N/A, and said N/A acknowledged to me that said corporation executed the same.

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

[Signature]
 Notary Public





2/7/2019

Scale: 1 inch= 20 feet

File: 13043_F-LC53(74)_01P_125_EC_DeedPlot.ndp

Tract 1: 0.0641 Acres (2793 Sq. Feet), Closure: n37.1056e 0.01 ft. (1/64573), Perimeter=359 ft.

01 s47.2149e 21.74

02 Lt, r=2465.50, arc=139.21, chord=s05.3204e 139.19

03 s89.1524w 30.19

04 Rt, r=2495.50, arc=38.75, chord=n06.3747w 38.75

05 n83.4854e 15.00

06 Rt, r=2480.50, arc=113.97, chord=n04.5208w 113.96

DRAFT

Agenda Item Number : 06

Request For Council Action

Date Submitted 07/14/2020 11:50 AM

**Proposed City Council
Date** 07/16/2020

Applicant Paula Houston

Subject Consider approval of an ordinance repealing section 3-3-5 subsection E, from the Application for License in the Alcohol Licensing Code.

Background Section 3-3-5, subsection E required the city to post the availability of alcohol licenses if there were less than 3 available. Applications would be taken and the applications submitted to the city council to award the license to an applicant. The state law does not require cities to advertise the availability of licenses and this type of license should be treated the same as other business licenses. With this change, an application will be processed and awarded like all business licenses.

Proposed Resolution Approve the repeal of this subsection.

Cost \$0

Action Taken

Requested by Paula Houston

File Attachments 3-3-5eliminatingnoticerequirementforavailability071420115033.docx

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** NA

Approved in Budget? No **Amount:**

ORDINANCE NO. _____

**AN ORDINANCE REPEALING TITLE 3 CHAPTER 3 SECTION 5 SUBSECTION E,
APPLICATION FOR LICENSE**

WHEREAS, the City has an ordinance regulating businesses that sale and distribute alcohol; and

WHEREAS, the City alcohol licensing provisions were modified in 2019 for all licensing issues to be handled by staff and the city manager so that this process is consistent with other business licensing issues; and

WHEREAS, the City believes it is no longer necessary for the city council to hear requests for business licenses and that all requests should be processed by city staff, therefore this section should be removed from the code; and

WHEREAS, the City Council has determined that changes to the ordinances are in the best interest of the health, safety, and welfare of the citizens of the City of St. George and are justified at this time.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. TITLE 3 CHAPTER 3 SECTION 5 SUBSECTION E is repealed. Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

Section 2. Enactment. TITLE 3 CHAPTER 3 SECTION 5 SUBSECTION E is enacted to read as follows:

3-3-5: APPLICATION FOR LICENSE:

~~E. RESERVED. *Notice Of Availability—Hearing:* Whenever a license is made available under this chapter, the city shall give notice of the availability of the license in each category that has less than three (3) licenses available by posting the notice on the city website. The notice shall provide a deadline of no less than fourteen (14) days within which to make application for the available license. Upon expiration of the deadline and review of all applications submitted in accordance with this section, a hearing shall be set before the city council to consider issuance of any available license. In the event that the number of applications exceeds the number of available licenses in any one (1) category, the available license may be issued to that applicant or applicants who, in the determination of the city council, best qualify and which will best serve the interests of the community as determined under this section. No provision of this chapter shall require the city to issue any license applied for under this chapter.~~

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

APPROVED AND ADOPTED by the City Council of the City of St. George, this ____ day of _____, 2020.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder