

# Cedar City

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

## CITY COUNCIL WORK MEETING JANUARY 8, 2014

**Mayor**  
Maile L. Wilson

**Council Members**  
Ronald R. Adams  
John Black  
Paul Cozzens  
Don Marchant  
Fred C Rowley

**City Manager**  
Rick Holman

The City Council will hold a work meeting on Wednesday, January 8, 2013, at 5:30 p.m., in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

I. Call to Order

II. Agenda Order Approval

III. Administration Agenda

- Mayor and Council Business
- Staff Comment

IV. Public Agenda

- Public Comments

V. Business Agenda  
Public

1. Consider the Jones minor lot subdivision located in the vicinity of Bulldog Road and Kittyhawk Road without installing improvements until the time a building permit is pulled – Ron Larsen, Insight Engineering

2. Request for a septic system at 2270 West 580 North (Horse Alley) – George Jett

Staff

3. Consider a budget revision for the Cedar Canyon Water Tank project – Jonathan Stathis

4. Consider purchase of replacement vehicles for the Police Department

5. Consider a contract with Google to have CATS fixed-route bus schedule online – Tammy Nay

6. Consider renewal of insurance for CATS buses – Tammy Nay

7. Consider an amendment to Transit Station License Agreement with Wal-Mart – Tammy Nay

8. Consider a contract between Cedar City Corp and Creamer & Noble Inc. – Russ Volk

9. Consider a contract between Cedar City Corp and Creamer & Noble Inc. (FAA Project) – Russ Volk

10. Consider a contract between Cedar City Corp and Creamer & Noble Inc. (SyberJet Project) – Russ Volk

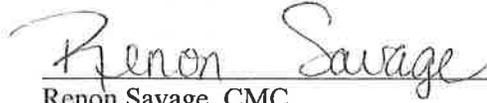
11. Consider FAA Airport Improvement Project AIP-28 grant application for Federal assistance – Russ Volk

12. Consider updated Airport Rules and Regulations and Minimum Standards – Russ Volk

13. Request to transfer Golf Course capital funds – Dan Rodgerson

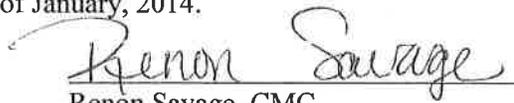
14. Consider Council committee appointments
15. Consider reappointment of City Attorney, City Treasurer, and City Recorder
16. Executive Session – Reasonably Imminent Litigation

Dated this 6<sup>th</sup> day of January, 2014.

  
\_\_\_\_\_  
Renon Savage, CMC  
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 6<sup>th</sup> day of January, 2014.

  
\_\_\_\_\_  
Renon Savage, CMC  
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

**CEDAR CITY  
COUNCIL AGENDA ITEM 2  
STAFF INFORMATION SHEET**

**To:** Mayor and City Council

**From:** Kit Wareham

**Date:** January 8, 2014

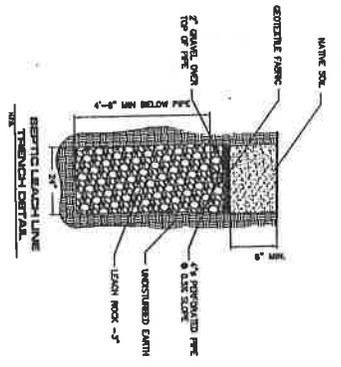
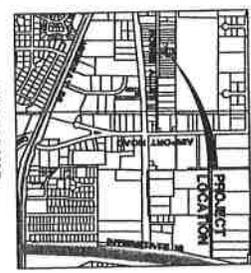
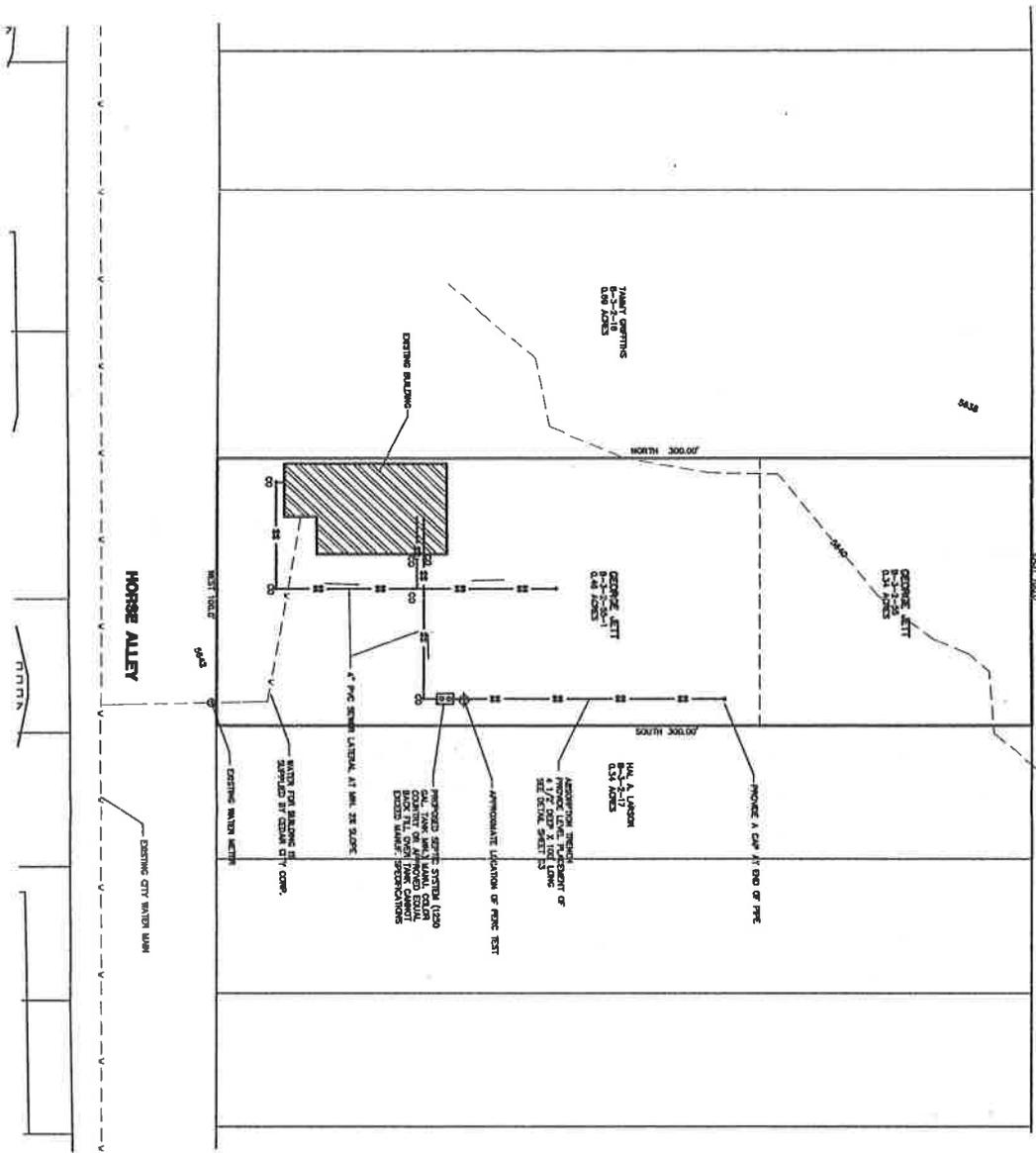
**Subject:** Consider request for a Septic System Permit at 2270 West Horse Alley (580 North)

**Discussion:**

The proponent is requesting to install a septic system at approximately 2270 West Horse Alley, as shown on the attached map, for an existing building. By ordinance a septic system may only be allowed if the applicant's property is more than 300 feet from the closest City sewer main and at least 0.5 acres in size. The proponent's property is located approximately 1400 feet from the nearest sewer main and, **with the 2 connected parcels of 0.46 and 0.34 acres, is 0.80 acres. In order to completely comply with ordinance the proponent would need to combine the parcels by deed.** Also by ordinance, if the septic system is approved the applicant will be required to enter into an agreement with the City to extend the sewer main across his property's frontage when the City sewer line comes within 300 feet of the his property and to not protest a special improvement district for the installation of the same. Septic tank density can also be an issue. There are approximately 12 septic systems in the area west of Airport Road and North of SR-56 with the proposed system being the 12th. This number of septic systems would create a density of more than 15.58 acres per septic system, which is less than the 15 acres per system normally recommended.

**Staff Recommendation:** Approval of Request Subject to Combining Parcels

**PLOT PLAN FOR  
GEORGE JETT PROPERTY**  
LOCATED IN CEDAR CITY, IRON COUNTY, UTAH  
NE 1/4, SEC. 9, T. 36 S., R. 11 W., S.L.B.#44



**PLOT PLAN  
GEORGE JETT**  
HORSE ALLEY  
CEDAR CITY, UTAH

**InSite  
Engineering, P.C.**  
Civil Engineers - Land Surveyors - Land Planners  
2000 N. 1000 E., Suite 100  
Cedar City, Utah 84701  
Phone: 763-211-2222

NO.	REVISIONS	DATE	BY

1 OF 1  
SHEET NO.  
DATE PLOTTED  
SCALE 1"=40'

**CEDAR CITY  
CITY COUNCIL AGENDA ITEM  
STAFF INFORMATION SHEET 3**

**To:** Mayor and City Council

**From:** Jonathan Stathis

**Council Meeting Date:** January 8, 2014

**Subject:** **Consider a Budget Revision for the Cedar Canyon Water Tank Project.**

**Discussion:** On December 5, 2012, the City Council approved \$175,000 for the purchase and removal of a used water tank from the Granger-Hunter Improvement District (GHID) to replace the existing Cedar Canyon Tank. Cedar City submitted a bid on the used tank and won the bid in the amount of \$20,000.

GHID has recently given the City a deadline to remove the tank by April 15, 2014 (refer to the attached letter from GHID). In order to avoid problems with having separate contractors take down the used tank and re-install it, it is proposed that the tank be removed and re-installed by the same contractor. This will necessitate bidding out the removal and installation in one project.

We were hoping to be able to delay removal of the used tank until after July 1<sup>st</sup> so that we could budget for the full cost of the project, which is \$1,025,000. However, due to GHID's mandate to remove the tank in April of this year, this has caused us to require additional funding sooner than anticipated.

Currently, there is \$175,000 budgeted for this project. In order to complete the project, additional money will need to be budgeted. It is estimated that an additional \$850,000 will be needed to complete the project. It is proposed that this remaining funding be transferred from the Water Division fund balance.

Currently there is about \$1,300,000 in the unrestricted fund balance. The Water Division would like to maintain at least a \$1,000,000 fund balance for emergencies and future capital projects. Using \$850,000 for this project would drop the fund balance below the \$1,000,000 mark. However, it is anticipated that the fund balance will be built back up to \$1,000,000 during the next fiscal year. If there is an emergency that necessitates using the

\$1,000,000 then that money will still be available between the fund balance and capital projects that are not completed yet. Even if the timing had worked out to wait until next fiscal year, a portion of the fund balance would still have been needed to pay for the project.

The following table provides a summary of the proposed budget for this project:

**Project Funding  
Cedar Canyon Tank Replacement Project  
(Account #51-40-722)**

	<u>Funding</u>	<u>Expenses</u>	<u>Balance</u>
<u>Funding in FY 2013-14 –</u>			
Acct. #51-40-722 (Cedar Canyon Water Tank)	\$175,000		
From the Water Division Fund Balance	\$850,000		
 <u>Expenses –</u>			
Purchase the used tank from GHID		(\$20,000)	
Engineering/Construction		(\$819,000)	
Contingency/Miscellaneous/Materials Testing		(\$186,000)	
 Totals –	 <b>\$1,025,000</b>	 <b>(\$1,025,000)</b>	 <b>\$0</b>

**CEDAR CITY CORPORATION  
BUDGET REVISION FORM**

Division/Department Water / Public Works Date \_\_\_\_\_

Division/Department \_\_\_\_\_ Fiscal Year 13-14

Revenue Account Title	Inc or (Dec)	Expense Account Title	Inc or (Dec)
Revenue Account Number	New Budget Balance	Expense Account Number	New Budget Balance
Water Fund Balance	(\$850,000)	Cedar Canyon Water Tank	\$850,000
		51-40-722	\$1,025,000
Total of shaded amounts	(\$850,000)	Total of shaded amounts	\$850,000

Explanation of budget revision request: \_\_\_\_\_

*This budget revision is being requested to provide additional funds for the completion of the Cedar Canyon Water Tank Replacement Project.*

Department/Division Head: \_\_\_\_\_

Department/Division Head: \_\_\_\_\_

Finance Director: \_\_\_\_\_ City Manager: \_\_\_\_\_

City Council approved on \_\_\_\_\_



# GRANGER-HUNTER *IMPROVEMENT* DISTRICT

Improving Quality of Life Today...Creating a Better Tomorrow

Clint Jensen, CPA, General Manager, CEO  
Wayne D. Watts, Assistant General Manager, COO

December 16, 2013

Mr. Jonathan Stathis, P.E.  
Cedar City Corporation  
10 North Main Street  
Cedar City, Utah 84720

Subject: Granger-Hunter Improvement District  
Winder Water Storage Tank Removal

Dear Mr. Stathis:

As we discussed on December 9, 2013, the District has considered Cedar City's request to delay removal of the existing Winder Tank until August or September 2014. We have also consulted with UDOT regarding the City's request. The District's determination is that any delay in removal of the tank will require the site grading be deleted from the new tank construction contract or suspension of the new tank construction and remobilization after the tank is removed to complete the site grading.

Also, at this time the District owns the property on which the existing tank is sited. When the new tank is complete the property will be deeded to UDOT and right of entry requirements will change which could create a hardship for the City's tank removal Contractor.

The District is sympathetic to the City's circumstances. However, we request the tank be removed no later than April 15, 2014.

If you have any questions, please let us know.

Sincerely,

**Granger-Hunter Improvement District**

Bradley R. Paxman, P.E.  
District Engineer

Cc: Joshua Van Jura, UDOT

**CEDAR CITY COUNCIL**  
**AGENDA ITEM 4**  
**DECISION PAPER**

**TO:** Mayor and City Council  
**FROM:** Chief Allinson  
**DATE:** 2 January 2014  
**RE:** Purchase of Replacement Vehicles for the Police Department

**DISCUSSION:** Annually, the State of Utah sends out requests for bids for various equipment. The list of low bidders is published and local entities can purchase these items at this low bid. In our research, we have determined that the 2014 Dodge Ram truck will best fit our current needs. I have included Lieutenant Adams, our fleet supervisor's, documentation on this research. Salt Lake Valley Chrysler / Dodge has the State bid this year for the Dodge Ram truck.

We are budgeted \$92,000 to purchase two vehicles and equipment in the Police Department. This breaks down to \$27,721 for each of the vehicles and \$18,279.00 for equipment for each vehicle. Please see Lieutenant Adams accompanying letter for further explanation.

Dear Chief,

Detailed below is the 2013-2014 Vehicle Replacement information. Included are the proposed vehicles to be replaced along with the state contract vehicle and equipment prices.

Vehicles to be Replaced

- P 70 - 2006 Chevrolet Tahoe-----Current mileage-----112,310 miles.
- P 75 - 2006 Dodge Charger----- Current mileage-----100,795 miles.

State Contract Price

Salt Lake Valley Chrysler / Dodge – Salt Lake City, UT

- 2014 Dodge Ram, to replace the 2006 Chev Tahoe-----\$ 27,721.00
  - Police Equipment-----\$ 18,279.00
- \$ 46,000.00**

- 2014 Dodge Ram, to replace the 2006 Dodge Charger-----\$ 27,721.00  
- Police Equipment-----\$ 18,279.00

**\$ 46,000.00**

I have made my best attempt at pushing patrol vehicles over 100,000 miles, which worked reasonably with the above vehicles. However, it is time to replace both vehicles to improve officer safety, reliability, performance, and effectiveness. This is also necessary to reduce maintenance costs and possible vehicle down-time.

I have spent the last two years researching vehicles that will best fit our current needs. It is my proposal to move away from the Dodge Charger and move into a vehicle that will provide many more benefits, while continuing to provide the resources we need in a patrol vehicle. It is my proposal that we move to the Dodge Ram 1500 Express pick-up. The Dodge Ram 1500 Express can be purchased at a cost within our current budget, requiring no increase in our current budget amount. Below, I have detailed the benefits that the Dodge Ram 1500 Express will provide, and the benefits this vehicle has over our current Dodge Chargers.

### **BENEFITS**

**FOUR WHEEL DRIVE/CLEARANCE** - The Dodge Ram 1500 Express vehicle will provide four-wheel drive, and a higher clearance to handle the harsh winters we experience here in Cedar City. We will be able to maneuver more safely and effectively with these vehicles, reaching areas of town that are difficult, if not impossible in winter conditions. Moreover, there are rural areas of town to which we respond either to address our own calls for service, or to assist country deputies. To illustrate, this recent winter storm caused a roll-over accident on the new portion bridging the cove with Leigh hill. The only officer that could respond, due to the icy conditions, was a K-9 officer in a four-wheel drive Chevy Tahoe. Earlier this spring, we responded up Fiddler's Canyon on a suicidal subject that was eventually apprehended by one of our K-9 partners. 4-wheel drive vehicles were needed to safely and effectively access this area. These are just two examples of many that have demonstrated the need for 4-wheel drive capabilities and increased ground clearance.

**STORAGE/VISIBILITY** – This particular vehicle provides increased storage capacity for officers, which provide a benefit for the storage of the necessary equipment requisite to perform our daily functions. Additionally, the visibility in the vehicle is improved from the Dodge Charger and even the Dodge Durango, which occupy several spots within the fleet. The visibility is important for backing and maneuvering during emergency situations.

**POWER/GAS MILEAGE** – Studies performed on the Emergency Vehicle Operations track reveal that this vehicle possesses the necessary power to perform to expectation. Moreover, the wide wheel base enables the vehicle to travel at high speeds, and perform turns in a stable fashion. Vehicle manufacturers are making great strides in enhancing performance, which extends to gas mileage. The Dodge Charger RWD V8 5-Spd transmission boasts 15 MPG City and 25 MPG highway. The proposed Dodge Ram 1500 Express has a V8 with an 8 speed transmission, resulting in 18 MPG

City and 25 MPG highway. As you can see, the truck is expected to perform better than our current Charger.

This particular vehicle is reliable and proven, as it has been named 2013 and 2014 Motor Trend's truck of the year.

**CNG** – I know there have been discussions in the past about moving toward CNG for decrease fuel costs. While I am not opposed to this and recognize the benefits, my research has shown that this would not be feasible at this time. The only Dodge truck currently offering CNG is the Dodge Ram 2500, which is larger vehicle, stronger frame, and longer in length. The reinforced frame is rough and does not ride well for officers, who spend the majority of their shifts inside the vehicle. The length of the truck would make turning quickly nearly impossible in emergency situations. Moreover, the length also prohibits easy parking and may cause more accidents due to the larger size. The city shed does not currently possess the necessary equipment to vent the CNG from the shop during maintenance.

Chief, I know this proposal is a deviation from past practices; however, I truly believe that we are moving in the right direction. My research and study have shown that this is the best move for us during this current time. We need vehicles that will provide the best benefit overall for our existing conditions and geography. The Dodge 1500 Express should provide us the added benefits, while still addressing the current needs that our current vehicles fulfill.

Sincerely,

Lt. Darin M. Adams  
Patrol Division Commander



**CEDAR CITY COUNCIL**

**AGENDA ITEM** 5

**INFORMATION SHEET**

**TO:** Mayor and City Council  
**FROM:** Tammy Nay (CATS)  
**DATE:** January 8, 2014  
**SUBJECT:** Authorize Signature for Google Online Agreement

**DISCUSSION:** The Mobility Manager for the Five County Association of Governments has been coordinating with Google Maps to have the CATS fixed-route bus schedule entered online. This will make it possible for anyone in the City to enter their point of origin into Google Maps and it will calculate the time and directions for reaching their desired destination. We feel this will benefit public transportation and possibly increase our ridership.

This agreement has been reviewed by the City Attorney, Paul Bittmenn. His comments are attached.

We are requesting City Council approval for the Mayor to sign the attached Google Transit Agreement.



## Google Online Agreements

### Background Information

Google is accepting transit data for use in Google products and services. If your organization is interested in participating in this program, please verify that the Contact Information below is correct and that the person listed is a qualified representative from your organization. That person needs to read and accept our terms and conditions to initiate the transit data collection process.

### Agreement

#### Google Transit Agreement

This Google Transit Agreement is entered into by and between Google Inc., a Delaware corporation, and its affiliates ("Google"), and the entity agreeing to these terms ("Licensor"). This agreement will be effective as of the date you click the "Accept and Sign Up" button below (the "Effective Date"). If you are accepting on behalf of your employer or another entity, you represent and warrant that (i) you have full legal authority to bind your employer or such entity to these terms and conditions, (ii) that you have read and understand this agreement, and (iii) that you agree, on behalf of the party that you represent, to this agreement. If you don't have the legal authority to bind, please do not click the "Accept and Sign Up" button below.

#### 1 DEFINITIONS.

1.1 "Licensed Content" means the content provided by Licensor to Google pursuant to the delivery mechanism described in Section 3.1 (Delivery).

1.2 "Licensor Marks" means Licensor's various service marks, trademarks, company names, trade names, and logos.

1.3 "Distribution Partner" means a third party under an agreement with Google to use Google products or services internally or provide or display Google products or services to end users.

#### 2 LICENSED CONTENT.

2.1 License. Licensor grants to Google a nonexclusive, worldwide, and royalty-free license to: (a) copy, distribute, create derivative works based on, perform, display, and otherwise use the Licensed Content in connection with Google products or services, which license will be perpetual with respect to Licensed Content used in Google products or services displayed in television broadcasts, print media, CDs, DVDs, or other fixed media; and (b) sublicense the license in subsection (a) to end users and Distribution Partners in connection with Google products or services. Google agrees that it will not distribute the Licensed Content to Distribution Partners or end users outside of the Google products or services. Google may use consultants and other contractors in connection with the performance of obligations and exercise of rights under this agreement, provided that such consultants and contractors will be subject to the same obligations as Google.

2.2 Marks License. Licensor hereby grants to Google a worldwide, non-exclusive, non-transferable, royalty-free right and license to use the Licensor Marks in connection with the Licensed Content in

Google products or services. This license may not be sublicensed except to its Distribution Partners in connection with their use of Google products or services.

2.3 Reservation of Rights. Except for the license rights granted in this agreement, each party retains all rights it would have independent of this agreement, including rights under the U.S. Copyright Act or analogous laws in other jurisdictions. Google and its licensors retain all rights in any content used or created in connection with the Licensed Content and Licensor Marks. Nothing in this agreement will restrict Google from using content Google obtains from a source other than Licensor under this agreement.

#### 3 DELIVERY; UPDATES.

3.1 Delivery. Within 14 days after the Effective Date, Licensor will provide the Licensed Content to



Google in accordance with the format and specifications set forth in Google's transit feed specifications as updated by Google from time to time, the current version of which is located at [http://code.google.com/transit/spec/transit\\_feed\\_specification.htm](http://code.google.com/transit/spec/transit_feed_specification.htm), or in a format as otherwise mutually agreed upon in writing by the parties. If the Licensed Content includes URLs, those URLs will link directly to a Licensor webpage relevant to the Licensed Content without spawning any pop-up advertisements or new windows that are not relevant to the Licensed Content.

3.2 Updates. During the Term, Licensor will provide updates to the Licensed Content on a regular basis in the manner described in Section 3.1 (Delivery). The updated Licensed Content will be updated as frequently and will be as high in quality and broad in scope as corresponding content that Licensor provides to any other party (including without limitation Licensor's end users). In the event that Licensor is an aggregator of licensed content provided by other entities, Licensor will ensure that the updated Licensed Content will be updated as frequently and will be as high in quality and broad in scope as corresponding content that the originating entities provide to any other party.

**4 WARRANTIES AND INDEMNITIES.** Each party represents and warrants that it has full power and authority to enter into this agreement. Licensor represents and warrants that it has all necessary rights to grant the licenses set forth in Section 2. In the event that Licensor is an aggregator of licensed content provided by other entities, Licensor also represents and warrants that it has the full power and authority or has entered into agreements to ensure that the originating entities of the Licensed Content comply with the applicable provisions of this agreement, including, without limitation, the confidentiality obligations set forth in Section 6. Google will indemnify and defend Licensor and its directors, officers, employees, and agents from third party claims arising from or related to a breach of Google's representations and warranties. Licensor will, to the extent permitted by applicable law, indemnify and defend Google and its directors, officers, employees, agents, and Distribution Partners from third party claims arising from or related to (a) a breach of Licensor's representations and warranties or (b) Google's or any Distribution Party's authorized use of the Licensed Content or any other materials provided by Licensor to Google under this agreement.

**5 DISCLAIMERS, LIMITATION OF LIABILITY.** EXCEPT FOR THE EXPRESS WARRANTIES MADE BY THE PARTIES IN SECTION 4, THE PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. EXCEPT (I) INDEMNITIES UNDER SECTION 4, AND (II) BREACHES OF CONFIDENTIALITY UNDER SECTION 6, (A) NEITHER PARTY WILL BE LIABLE FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND (B) NEITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED \$1,000.

#### **6 CONFIDENTIALITY; PR.**

6.1 Definition. "Confidential Information" is information disclosed by one party to the other party under this agreement that is marked as confidential or would normally under the circumstances be considered confidential information of the disclosing party. Confidential Information does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was rightfully given to the recipient by another party.

6.2 Confidentiality Obligations. The recipient will not disclose the Confidential Information, except to affiliates, employees, and agents who need to know it and who have agreed in writing to keep it confidential. The recipient, its affiliates, employees, and agents may use Confidential Information only to exercise rights and fulfill obligations under this agreement, while using reasonable care to protect it. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to discloser.

6.3 Publicity. Neither party may make any public statement regarding the relationship contemplated by this agreement without the other's prior written approval.

6.4 Public Records. Notwithstanding the provisions of Section 6.2, Google understands that, unless exempt under applicable law, this agreement and any documents that it submits under this agreement may be subject to public inspection or copying under the applicable public records act laws to Licensor ("PRA"). For avoidance of doubt, Licensor, solely in compliance with the PRA, may disclose that information to which Licensor has a reasonable good faith belief that no applicable exemption under the PRA applies. If any requests for disclosure are made pursuant to the PRA or comparable applicable laws requiring disclosure of information by public entities, Licensor shall (i) notify Google within 3 days of receiving such request and (ii) provide Google with reasonable information, and assistance to file for or request any applicable exemptions, extensions, responses or petitions and the like to protect Google's trade secrets, Confidential Information or the confidentiality of all or part of this agreement and documents submitted under this agreement.

#### **7 TERM AND TERMINATION.**



7.1 Term. This agreement will begin on the Effective Date and continue until terminated in accordance with this agreement (the "Term").

7.2 Termination. Either party may terminate this agreement for convenience with 30 days prior written notice to the other party. Google may terminate this agreement immediately upon written notice to Licensor if Licensor breaches its representations and warranties in Section 4 of this agreement (Warranties and Indemnities). Google may terminate this agreement upon seven days' prior written notice to Licensor if Google determines that the Licensed Content fails to meet Google's quality standards or technical specifications.

7.3 Effects of Termination. When the agreement terminates:

(a) Licensor will cease providing Google with Licensed Content and, if applicable, provide an empty feed to Google using the delivery mechanism described in Section 3.1 (Delivery) to replace the Licensed Content.

(b) Google will use commercially reasonable efforts to cease display of the Licensed Content and the Licensor Marks to end users within 120 days after termination (and, if applicable, provision of the empty feed), but any sublicenses that Google grants during the Term will continue for the remaining term of the applicable sublicense.

7.4 Survival. Sections 2.1, 2.3 and 4 through 8 will survive any termination or expiration of this agreement.

## **8 MISCELLANEOUS.**

8.1 Notices. All notices must be in writing and addressed to the attention of the other party's Legal Department and primary point of contact. Notice will be deemed given (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.

8.2 Assignment. Neither party may assign or transfer any part of this agreement without the written consent of the other party, except to an affiliate but only if (a) the assignee agrees in writing to be bound by the terms of this agreement and (b) the assigning party remains liable for obligations under the agreement. Any other attempt to transfer or assign is void.

8.3 Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction), (a) the party experiencing the change of control will provide written notice to the other party within 30 days after the change of control, and (b) the other party may immediately terminate this agreement any time between the change of control and 30 days after it receives the written notice in subsection (a).

8.4 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

8.5 No Waiver. Failure to enforce any provision will not constitute a waiver.

8.6 Severability. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

8.7 No Agency. The parties are independent contractors, and this agreement does not create an agency, partnership or joint venture.

8.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this agreement.

8.9 Equitable Relief. Nothing in this agreement will limit either party's ability to seek equitable relief.

8.10 Governing Law. This agreement is governed by California law, excluding California's choice of law rules. FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

8.11 Amendments. Any amendment must be in writing and expressly state that it is amending this agreement.

8.12 Counterparts. The parties may execute this agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

8.13 Entire Agreement. This agreement is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.



(Last Revised September 10, 2009)

### Signatory Information

**Note:** Please review your company details and amend accordingly. If the legal name of your company is incorrect, please advise your Google contact who will arrange for this to be amended. PLEASE DO NOT ACCEPT THIS ONLINE CONTRACT AGREEMENT IF YOUR DETAILS ARE INCORRECT.

Contracting Entity: Cedar City Corporation

Url:

Name:\* Maile Wilson

You will be the signatory to the following agreement

Title:\* Cedar City Mayor

Email:\* mayorwilson@cedarcity.o

Address:\* 10 North Main, Cedar City, UT 84720

Country:\* United States 

Phone:

Fax:

### Accept Agreement

**Note:** If you are accepting on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these terms and conditions. If you don't have the legal authority to bind, please do not click the "Accepted and Agreed" button below.

By checking this box, I am accepting this Agreement on behalf of the entity **Cedar City Corporation**. I represent and warrant that (a) I have full legal authority to bind the entity to this Agreement, (b) I have read and understand this Agreement, and (c) I agree to all terms and conditions of this Agreement on behalf of the entity that I represent.

Accepted



## CATS

---

**m:** Paul Bittmenn <paulb@cedarcity.org>  
**Sent:** Tuesday, December 17, 2013 8:42 AM  
**To:** 'CATS'  
**Cc:** Renon Savage  
**Subject:** RE: Invitation to Google's Online Agreement

Tammy:

The agreement requires in various paragraphs the person accepting the agreement to have legal authority to bind the company doing business with Google, in this case the City. With the City's existing ordinances this has to be with the approval of the City Council.

I doubt that we are going to get Google to change any of the provisions of the contract. Please realize one of the ideas in the contract is to give Google the right to use, without paying the City, all of the City's trademarks and information submitted as part of this program.

The following is contained in the agreement, "6.3 Publicity. Neither party may make any public statement regarding the relationship contemplated by this agreement without the other's prior written approval." I am not sure how this is going to work when we have to take the contract for approval in a public meeting. I suppose the public meeting will be before we enter the agreement so at that point we are not bound by the agreement. In paragraph 6.4 the city will agree to provide Google 3 days notice prior to releasing any of the information in the agreement pursuant to a public records act request. I don't think anybody is going to remember this provision in the future. So when a copy of this contract is given to Renon to maintain with the City's records perhaps we need to ask Renon to make some sort of a note on the file related to this notice provision.

Need to change the signatory information to the Mayor's information. Not Mayor Burgess, but Mayor Wilson. I don't think the Mayor actually needs to press the accept button, that can be delegated, but it needs to be the Mayor as the signatory.

Thanks.

Paul

---

**From:** CATS [<mailto:cats@cedarcity.org>]  
**Sent:** Monday, December 16, 2013 4:38 PM  
**To:** [paulb@cedarcity.org](mailto:paulb@cedarcity.org)  
**Cc:** Ryan Marshall  
**Subject:** FW: Invitation to Google's Online Agreement

Paul - - -

Levi Roberts, Mobility Manager for the Five County AOG, has been working on getting our bus route set up on Google Maps. They need us to sign the Online Agreement with Google. Would you please review the document found below and let me know if it looks okay? Thanks!

Merry Christmas!



Tammy Nay  
CATS Office Manager  
5 North Airport Road  
Cedar City, UT 84721  
435-865-4510

**From:** [3ENuqUq0KBA0z1pn-p1064np6t11tyr.p1zpn65prqn4pv6B.14t@M3KW2WVRGUFZ5GODRSRYTGD7.apphosting.bounces.google.com](mailto:3ENuqUq0KBA0z1pn-p1064np6t11tyr.p1zpn65prqn4pv6B.14t@M3KW2WVRGUFZ5GODRSRYTGD7.apphosting.bounces.google.com)  
[mailto:3ENuqUq0KBA0z1pn-p1064np6t11tyr.p1zpn65prqn4pv6B.14t@M3KW2WVRGUFZ5GODRSRYTGD7.apphosting.bounces.google.com] **On Behalf**  
**Of** [moca-contract@google.com](mailto:moca-contract@google.com)  
**Sent:** Friday, December 13, 2013 3:02 AM  
**To:** [cats@cedarcity.org](mailto:cats@cedarcity.org)  
**Subject:** Invitation to Google's Online Agreement

Dear Tammy Nay,

Please visit the link below to review your Online Agreement with Google and electronically sign the document:  
<https://partnercontracts.google.com/review/agRtb2NhckILEghDb250cmFjdBj7lAEMCxIIQ29udHJhY3QYkesBDAsSCENvbnRyYWN0GNGABQwLEgpJbnZpdGF0aW9uGNHvXQw/>

NOTE: If you are not authorized to sign this Online Agreement, please forward this email and link to your organization's authorized signatory.

Please direct any questions to your Google contact.



**CEDAR CITY COUNCIL**

**AGENDA ITEM**   6  

**INFORMATION SHEET**

**TO:** Mayor and City Council  
**FROM:** Tammy Nay (CATS)  
**DATE:** January 8, 2014  
**SUBJECT:** Authorize Renewal of Insurance for CATS Buses

**DISCUSSION:** CATS has a fixed routed service (buses) and a paratransit service (vans). While the vans are covered under the City's property and casualty policy through Utah Risk Management Mutual Association (URMMA), the buses are covered by a separate policy. Fred A. Moreton & Company assists in seeking insurance carriers for this insurance coverage.

Moreton & Company is obtaining a quote for insurance coverage on our two buses for the period February 28, 2014 through February 28, 2015. National Indemnity is the only carrier that will provide our bus insurance coverage.

We need the Mayor's signature on the attached Commercial Insurance Application and Public Application in order to proceed with obtaining insurance coverage.



# COMMERCIAL INSURANCE APPLICATION

## APPLICANT INFORMATION SECTION

CEDARCITY

 DATE (MM/DD/YYYY)  
 12/19/2013

AGENCY <b>Moreton &amp; Company - Utah</b>  709 East South Temple  Salt Lake City UT 84102	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CARRIER</b> National Indemnity - Risk Placement Services, Inc.</td> <td>NAIC CODE:</td> </tr> <tr> <td colspan="2">           UNDERWRITER: Natalie O. or Heather Corley            POLICIES OR PROGRAM REQUESTED  <b>Liability Only</b> </td> <td>           UNDERWRITER OFFICE: SLC, Utah            POLICY NUMBER            APP70APS040069         </td> </tr> <tr> <td style="width: 50%; vertical-align: top;">           INDICATE SECTIONS ATTACHED  <input checked="" type="checkbox"/> ACCOUNTS RECEIVABLE/ VALUABLE PAPERS  <input type="checkbox"/> BOILER &amp; MACHINERY  <input checked="" type="checkbox"/> BUSINESS AUTO  <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CRIME/MISCELLANEOUS CRIME  <input checked="" type="checkbox"/> DEALERS  <input checked="" type="checkbox"/> DRIVER INFO SCHEDULE         </td> <td style="width: 25%; vertical-align: top;">           ELECTRONIC DATA PROC            EQUIPMENT FLOATER            GARAGE AND DEALERS            GLASS AND SIGN            INSTALLATION/BUILDERS RISK            OPEN CARGO            PROPERTY            TRANSPORTATION/ MOTOR TRUCK CARGO         </td> <td style="width: 25%; vertical-align: top;">           TRUCKERS/MOTOR CARRIER  <input type="checkbox"/> UMBRELLA  <input checked="" type="checkbox"/> VEHICLE SCHEDULE  <input type="checkbox"/> WORKERS COMPENSATION  <input type="checkbox"/> YACHT         </td> </tr> </table>	<b>CARRIER</b> National Indemnity - Risk Placement Services, Inc.		NAIC CODE:	UNDERWRITER: Natalie O. or Heather Corley POLICIES OR PROGRAM REQUESTED <b>Liability Only</b>		UNDERWRITER OFFICE: SLC, Utah POLICY NUMBER APP70APS040069	INDICATE SECTIONS ATTACHED <input checked="" type="checkbox"/> ACCOUNTS RECEIVABLE/ VALUABLE PAPERS <input type="checkbox"/> BOILER & MACHINERY <input checked="" type="checkbox"/> BUSINESS AUTO <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CRIME/MISCELLANEOUS CRIME <input checked="" type="checkbox"/> DEALERS <input checked="" type="checkbox"/> DRIVER INFO SCHEDULE	ELECTRONIC DATA PROC EQUIPMENT FLOATER GARAGE AND DEALERS GLASS AND SIGN INSTALLATION/BUILDERS RISK OPEN CARGO PROPERTY TRANSPORTATION/ MOTOR TRUCK CARGO	TRUCKERS/MOTOR CARRIER <input type="checkbox"/> UMBRELLA <input checked="" type="checkbox"/> VEHICLE SCHEDULE <input type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> YACHT
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CONTACT NAME: PHONE (A/C, No, Ext): (801) 531-1234 FAX (A/C, No): (801) 531-6117 E-MAIL ADDRESS: koldroyd@moreton.com CODE:                      SUB CODE:	AGENCY CUSTOMER ID: 3251									

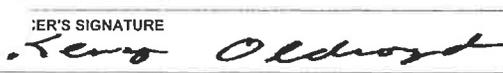
<b>STATUS OF TRANSACTION</b>	<b>PACKAGE POLICY INFORMATION</b>										
<input checked="" type="checkbox"/> QUOTE <input type="checkbox"/> ISSUE POLICY <input type="checkbox"/> RENEW BOUND (Give Date and/or Attach Copy): CHANGE    DATE    TIME    AM    PM CANCEL	ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>PROPOSED EFF DATE</th> <th>PROPOSED EXP DATE</th> <th>BILLING PLAN</th> <th>PAYMENT PLAN</th> <th>AUDIT</th> </tr> <tr> <td>02/28/2014</td> <td>02/28/2015</td> <td><input checked="" type="checkbox"/> DIRECT BILL <input type="checkbox"/> AGENCY BILL</td> <td></td> <td style="text-align: center;">N</td> </tr> </table> PACKAGE POLICY PREMIUM: \$	PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	AUDIT	02/28/2014	02/28/2015	<input checked="" type="checkbox"/> DIRECT BILL <input type="checkbox"/> AGENCY BILL		N
PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	AUDIT							
02/28/2014	02/28/2015	<input checked="" type="checkbox"/> DIRECT BILL <input type="checkbox"/> AGENCY BILL		N							

<b>APPLICANT INFORMATION</b>	
NAME (First Named Insured & Other Named Insureds) Cedar City Corporation	MAILING ADDRESS INCL ZIP+4 (of First Named Insured) 10 North Main Street  Cedar City UT 84720-2635
FEIN OR SOC SEC # (of First Named Insured): E-MAIL ADDRESS(ES): cats@cedarcity.org	PHONE (A/C, No, Ext): (435) 865-4510 WEBSITE ADDRESS(ES):
<input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> SUBCHAPTER "S" CORPORATION NOT FOR PROFIT ORG <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE	LLC    NO. OF MEMBERS AND MANAGERS    CR BUREAU NAME:    DATE BUS STARTED ID NUMBER:
INSPECTION CONTACT: <b>Tammy Nay, Office Manager</b> PHONE (A/C, No, Ext): (435) 865-4510    E-MAIL ADDRESS: cats@cedarcity.org	ACCOUNTING RECORDS CONTACT: <b>Same</b> PHONE (A/C, No, Ext):    E-MAIL ADDRESS:

<b>PREMISES INFORMATION</b>		ACORD 823 attached for additional premises									
LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS		INTEREST	YR BUILT	# EMPLOYEES	ANNUAL REVENUES	% OCCUPIED		
1		716 North Airport Road Cedar City UT 84720 Garaging Location - Fenced	<input checked="" type="checkbox"/>	INSIDE	<input checked="" type="checkbox"/> OWNER						
				OUTSIDE	TENANT						
				INSIDE	OWNER						
				OUTSIDE	TENANT						
				INSIDE	OWNER						
				OUTSIDE	TENANT						
				INSIDE	OWNER						
				OUTSIDE	TENANT						

<b>NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)</b>	
Municipality - Local Public Transportation	

**GENERAL INFORMATION**

<b>EXPLAIN ALL "YES" RESPONSES</b>	<b>Y/N</b>	
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?	<input type="checkbox"/> N	
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?	<input type="checkbox"/> N	
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?	<input type="checkbox"/> Y	
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?	<input type="checkbox"/> N	
4. ANY CATASTROPHE EXPOSURE?	<input type="checkbox"/> N	
5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?	<input type="checkbox"/> N	
6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS? (Not applicable in MO)	<input type="checkbox"/> N	
7. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?	<input type="checkbox"/> N	
8. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? <small>(In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).</small>	<input type="checkbox"/> N	
9. ANY UNCORRECTED FIRE CODE VIOLATIONS?	<input type="checkbox"/> N	
10. ANY BANKRUPTCIES, TAX OR CREDIT LIENS AGAINST THE APPLICANT IN THE PAST FIVE (5) YEARS?	<input type="checkbox"/> N	
11. HAS BUSINESS BEEN PLACED IN A TRUST? <small>IF "YES", NAME OF TRUST:</small>	<input type="checkbox"/> N	
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD/DISTRIBUTED IN FOREIGN COUNTRIES? <small>(If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)</small>	<input type="checkbox"/> N	
<b>REMARKS/PROCESSING INSTRUCTIONS (Attach additional sheets if more space is required)</b>		
COPY OF THE NOTICE OF INFORMATION PRACTICES (PRIVACY) HAS BEEN GIVEN TO THE APPLICANT. (Not applicable in all states, consult your agent or broker for your state's requirements.)		
NOTICE OF INSURANCE INFORMATION PRACTICES - PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT POLICY RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US.		
ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, FL, HI, MA, NE, OH, OK, OR, or VT; in DC, LA, ME, TN, VA and WA, insurance benefits may also be denied)		
IN FLORIDA, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.		
THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE ENQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.		
I, <b>PRODUCER'S SIGNATURE</b> 	<b>PRODUCER'S NAME (Please Print)</b> KERY OLDROYD - ACCT MGR: JULIE SORENSEN	<b>STATE PRODUCER LICENSE NO (Required in Florida)</b> UTAH
<b>APPLICANT'S SIGNATURE</b>	<b>DATE</b>	<b>NATIONAL PRODUCER NUMBER</b>

PRIOR CARRIER INFORMATION

AGENCY CUSTOMER ID: 3251

LINE	CATEGORY	CLAIMS MADE		OCCURRENCE		CLAIMS MADE		OCCURRENCE		CLAIMS MADE		OCCURRENCE		CLAIMS MADE		OCCURRENCE	
GENERAL COMMERCIAL LIABILITY	CARRIER																
	POLICY NUMBER																
	POLICY TYPE																
	RETRO DATE																
	EFF-EXP DATE																
	GENERAL AGGREGATE																
	PRODUCTS COMP OP																
	AGGREGATE																
	PERSONAL & ADV INJ																
	EACH OCCURRENCE																
	FIRE DAMAGE																
	MEDICAL EXPENSE																
	BODILY INJURY	OCCURRENCE															
		AGGREGATE															
PROPERTY DAMAGE	OCCURRENCE																
	AGGREGATE																
COMBINED SINGLE LIMIT																	
MODIFICATION FACTOR																	
TOTAL PREMIUM																	
AUTOMOBILE	CARRIER	National Indemnity															
	POLICY NUMBER	70APS040069	70APS034345	70APS029173	70APS024179	70APS019064											
	POLICY TYPE	AUTOB	AUTOB	AUTOB	AUTOB	AUTOB											
	EFF-EXP DATE	2/28/2013 2/28/2014	2/28/2012 2/28/2013	2/28/2011 2/28/2012	2/28/2010 2/28/2011	2/28/2009 2/28/2010											
	COMBINED SINGLE LIMIT	1000000	1000000	1000000	1000000	1000000											
	BODILY INJURY	EA PERSON															
		EA ACCIDENT															
	PROPERTY DAMAGE																
	MODIFICATION FACTOR																
	TOTAL PREMIUM	6106	5166	5552	3938	5708											
PROPERTY	CARRIER																
	POLICY NUMBER																
	POLICY TYPE																
	EFF-EXP DATE																
	BUILDING	AMT															
	PERS PROP	AMT															
	MODIFICATION FACTOR																
	TOTAL PREMIUM																
	CARRIER																
	POLICY NUMBER																
	POLICY TYPE																
	EFF-EXP DATE																
	LIMIT																
	MODIFICATION FACTOR																
	TOTAL PREMIUM																

LOSS HISTORY

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE PRIOR 5 YEARS (3 YEARS IN KS & NY)						CHK HERE IF NONE	SEE ATTACHED LOSS SUMMARY
DATE OF OCCURRENCE	LINE	TYPE/DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	CLAIM STATUS OPEN CLSD	
7-3-2012	BI/PD	Insd rear-ended veh, BI to claimant	07-03-2012	\$33,400.00	0		X
10-15-2010	PD	STRUCK PARKED CAR WHEN TURNING (Car was parked in no parking zone)	10-15-2010	\$1,500.00	0		X

REMARKS NOTE: FIDELITY REQUIRES A FIVE YEAR LOSS HISTORY

ATTACHMENTS

STATE SUPPLEMENT(S) (If applicable)

2010-2011 - 1 CLAIM (SEE ABOVE)  
 2011-2012 - NO CLAIMS  
 2012-2013 - 1 CLAIM (SEE ABOVE)

DATE (MM/DD/YYYY)  
12/19/2013

# ACORD BUSINESS AUTO SECTION

AGENCY <b>McIntosh &amp; Company - Utah</b> 709 East South Temple Salt Lake City UT 84102	PHONE (A/C, No, Ext): (801) 531-1234 FAX (A/C, No): (801) 531-6117	APPLICANT Cedar City Corporation (First Named Insured)	EFFECTIVE DATE 02/28/2014	EXPIRATION DATE 02/28/2015	<input checked="" type="checkbox"/> DIRECT BILL <input type="checkbox"/> AGENCY BILL	PAYMENT PLAN	AUDIT N
CODE: AGENCY CUSTOMER ID: 3251	SUB CODE:	FOR COMPANY USE ONLY					

**COVERAGES/LIMITS** USE ACORD 137 FOR YOUR STATE TO PROVIDE COVERAGES/LIMITS INFORMATION

ACORD 163 attached for additional drivers

DRIVER #	NAME (Include address, if required)	SEX	MAR STAT	DATE OF BIRTH	YRS EXP	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	STATE LIC	DATE HIRE	BROADEN NO-FAULT	DOC	USE VEH #	% USE
1	Dennis Cole	M		11/27/1948			154589358	UT					
2	<del>Ken Eoplin</del> terminated	M		01/18/1933			<del>3389843</del>	UT					
3	Mike Henderson	M		11/03/1948			154584447	UT					
4	Bruce Henry Boerner	M		10/24/1942			149736291	UT					
5	Martin Paul Kurtz	M		03/07/1958			152786920	UT					
6	<del>Kelli Marie Dimick</del> terminated	F		02/12/1966			<del>012604260</del>	UT					
	Mary Jones	F		02/10/1984			173570596	UT	12/15/2013				
	Rebecca Niznik	F		01/25/1960			171516863	UT	12/15/2013				

EXPLAIN ALL "YES" RESPONSES		YES	NO	EXPLAIN ALL "YES" RESPONSES		YES	NO
1. WITH THE EXCEPTION OF ENCUMBRANCES, ARE ANY VEHICLES NOT SOLELY OWNED BY AND REGISTERED TO THE APPLICANT?			<input checked="" type="checkbox"/>	8. ANY HOLD HARMLESS AGREEMENTS?			<input checked="" type="checkbox"/>
2. DO OVER 50% OF THE EMPLOYEES USE THEIR AUTOS IN THE BUSINESS?		<input checked="" type="checkbox"/>		9. ANY VEHICLES USED BY FAMILY MEMBERS? IF SO, IDENTIFY IN REMARKS.			<input checked="" type="checkbox"/>
3. IS THERE A VEHICLE MAINTENANCE PROGRAM IN OPERATION?		<input checked="" type="checkbox"/>		10. DOES THE APPLICANT OBTAIN MVR VERIFICATIONS?			<input checked="" type="checkbox"/>
4. ARE ANY VEHICLES LEASED TO OTHERS?			<input checked="" type="checkbox"/>	11. DOES THE APPLICANT HAVE A SPECIFIC DRIVER RECRUITING METHOD?			<input checked="" type="checkbox"/>
5. ARE ANY VEHICLES CUSTOMIZED, ALTERED OR HAVE SPECIAL EQUIPMENT?		<input checked="" type="checkbox"/>		12. ARE ANY DRIVERS NOT COVERED BY WORKERS COMPENSATION?			<input checked="" type="checkbox"/>
6. ARE ICC, PUC OR OTHER FILINGS REQUIRED?			<input checked="" type="checkbox"/>	13. ANY VEHICLES OWNED BUT NOT SCHEDULED ON THIS APPLICATION?			<input checked="" type="checkbox"/>
7. DO OPERATIONS INVOLVE TRANSPORTING HAZARDOUS MATERIAL?			<input checked="" type="checkbox"/>	14. ANY DRIVERS WITH CONVICTIONS FOR MOVING TRAFFIC VIOLATIONS?			<input checked="" type="checkbox"/>
DESCRIPTION OF GARAGE/STORAGE LOCATIONS Garaged at 716 North Airport Road, Cedar City (Fenced Lot)				15. HAS AGENT INSPECTED VEHICLES?			<input checked="" type="checkbox"/>
MAXIMUM DOLLAR VALUE SUBJECT TO LOSS						\$	

ADDITIONAL INTEREST/CERTIFICATE RECIPIENT			ACORD 45 attached for additional names		
INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input type="checkbox"/> ADDITIONAL INSURED					VEHICLE:
<input type="checkbox"/> LOSS PAYEE					SCHEDULED ITEM NUMBER:
<input type="checkbox"/> LIENHOLDER					OTHER
<input type="checkbox"/> EMPLOYEE AS LESSOR					
<input type="checkbox"/> OWNER					
<input type="checkbox"/> REGISTRANT					
ITEM DESCRIPTION:					

REMARKS

# ACORD BUSINESS AUTO SECTION

DATE (MM/DD/YYYY)  
12/19/2013

AGENCY	PHONE (A/C, No, Ext): (801) 531-1234 FAX (A/C, No): (801) 531-6117	APPLICANT (First Named Insured) Cedar City Corporation			
Moreton & Company - Utah 709 East South Temple		EFFECTIVE DATE	EXPIRATION DATE	DIRECT BILL	PAYMENT PLAN
Salt Lake City UT 84102		02/28/2014	02/28/2015	<input checked="" type="checkbox"/> AGENCY BILL	AUDIT N
CODE:	SUB CODE:	FOR COMPANY USE ONLY			
AGENCY CUSTOMER ID: 3251					

COVERAGES/LIMITS

USE ACORD 137 FOR YOUR STATE TO PROVIDE COVERAGES/LIMITS INFORMATION

DRIVER INFORMATION  ACORD 163 attached for additional drivers

LIST ALL DRIVERS, INCLUDING FAMILY MEMBERS THAT WILL DRIVE COMPANY VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.

DRIVER #	NAME (Include address, if required)	SEX	MAR STAT	DATE OF BIRTH	YRS EXP	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	STATE LIC	DATE HIRE	BROADEN NO-FAULT	DOC	USE VEH #	% USE
1	Dennis Cole	M		11/27/1948			154589358	UT					
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5	Martin Paul Kurtz	M		03/07/1958			152786920	UT					
6	Kelli Marie Dimick	F		02/12/1966			012684268	UT					

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	YES	NO	EXPLAIN ALL "YES" RESPONSES	YES	NO
1. WITH THE EXCEPTION OF ENCUMBRANCES, ARE ANY VEHICLES NOT SOLELY OWNED BY AND REGISTERED TO THE APPLICANT?		<input checked="" type="checkbox"/>	8. ANY HOLD HARMLESS AGREEMENTS?		<input checked="" type="checkbox"/>
2. DO OVER 50% OF THE EMPLOYEES USE THEIR AUTOS IN THE BUSINESS?		<input checked="" type="checkbox"/>	9. ANY VEHICLES USED BY FAMILY MEMBERS? IF SO, IDENTIFY IN REMARKS.		<input checked="" type="checkbox"/>
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5. ARE ANY VEHICLES CUSTOMIZED, ALTERED OR HAVE SPECIAL EQUIPMENT?	<input checked="" type="checkbox"/>		12. ARE ANY DRIVERS NOT COVERED BY WORKERS COMPENSATION?		<input checked="" type="checkbox"/>
6. ARE ICC, PUC OR OTHER FILINGS REQUIRED?		<input checked="" type="checkbox"/>	13. ANY VEHICLES OWNED BUT NOT SCHEDULED ON THIS APPLICATION?		<input checked="" type="checkbox"/>
7. DO OPERATIONS INVOLVE TRANSPORTING HAZARDOUS MATERIAL?		<input checked="" type="checkbox"/>	14. ANY DRIVERS WITH CONVICTIONS FOR MOVING TRAFFIC VIOLATIONS?		<input checked="" type="checkbox"/>
DESCRIPTION OF GARAGE/STORAGE LOCATIONS	Garaged at 716 North Airport Road, Cedar City (Fenced Lot)			MAXIMUM DOLLAR VALUE SUBJECT TO LOSS \$	

ADDITIONAL INTEREST/CERTIFICATE RECIPIENT  ACORD 45 attached for additional names

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
ADDITIONAL INSURED					VEHICLE:
LOSS PAYEE					SCHEDULED ITEM NUMBER:
LIENHOLDER					OTHER
EMPLOYEE AS LESSOR					
OWNER					
REGISTRANT					
ITEM DESCRIPTION:					

REMARKS

VEHICLE DESCRIPTION  ACORD 129 attached for additional vehicles

VEH #	YEAR	MAKE: <b>Ford 20 Pass</b>	BODY TYPE: <b>Urban Bus</b>	VEHICLE TYPE			SYM/AGE	COST NEW				
<b>1</b>	<b>2006</b>	MODEL: <b>Champion MD#CH250FT</b>	V.I.N.: <b>1FDXE45S06DA47172</b>	PP	SPEC	COML		\$				
CITY, STATE, ZIP WHERE GARAGED <b>Cedar City UT 84720</b>			LIC STATE <b>UT</b>	TERR <b>703</b>	GVW/GCW	CLASS <b>05152</b>	SIC	FACTOR	SEAT CP <b>20</b>	RADIUS <b>50</b>	FARTHEST TERM	
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP	SPEC C OF L
<input type="checkbox"/> < 15 MILES	<input type="checkbox"/> PLEASURE	<input type="checkbox"/> RETAIL	<input checked="" type="checkbox"/> LIAB NO-FAULT	<input type="checkbox"/> MED PAY UNINS MOTOR	<input type="checkbox"/>	<input type="checkbox"/> FT	<input type="checkbox"/> COMP	<input type="checkbox"/> FG	<input type="checkbox"/> AA	<input type="checkbox"/> ST AMT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 15 MILES +	<input type="checkbox"/> FARM	<input type="checkbox"/> SERVICE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> FTW	<input type="checkbox"/> COLL	<input type="checkbox"/> OTHER	\$	\$	\$ 0	\$ 0
NET VEH DR/CR:											TOTAL PREM \$	
VEH #	YEAR	MAKE: <b>Ford Bus - 16 Pass</b>	BODY TYPE: <b>Urban Bus</b>	VEHICLE TYPE			SYM/AGE	COST NEW				
<b>2</b>	<b>2013</b>	MODEL: <b>W- Wheelchair Lifts</b>	V.I.N.: <b>1FDPE4PSXDDA56985</b>	PP	SPEC	COML		\$				
CITY, STATE, ZIP WHERE GARAGED <b>Cedar City UT 84720</b>			LIC STATE <b>UT</b>	TERR	GVW/GCW	CLASS <b>05152</b>	SIC	FACTOR	SEAT CP <b>16</b>	RADIUS <b>50</b>	FARTHEST TERM	
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP	SPEC C OF L
<input type="checkbox"/> < 15 MILES	<input type="checkbox"/> PLEASURE	<input type="checkbox"/> RETAIL	<input checked="" type="checkbox"/> LIAB NO-FAULT	<input type="checkbox"/> MED PAY UNINS MOTOR	<input type="checkbox"/>	<input type="checkbox"/> FT	<input type="checkbox"/> COMP	<input type="checkbox"/> FG	<input type="checkbox"/> AA	<input type="checkbox"/> ST AMT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 15 MILES +	<input type="checkbox"/> FARM	<input type="checkbox"/> SERVICE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> FTW	<input type="checkbox"/> COLL	<input type="checkbox"/> OTHER	\$	\$	\$ 0	\$ 0
NET VEH DR/CR:											TOTAL PREM \$	
VEH #	YEAR	MAKE:	BODY TYPE:	VEHICLE TYPE			SYM/AGE	COST NEW				
		MODEL:	V.I.N.:	PP	SPEC	COML		\$				
CITY, STATE, ZIP WHERE GARAGED			LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM	
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP	SPEC C OF L
<input type="checkbox"/> < 15 MILES	<input type="checkbox"/> PLEASURE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> LIAB NO-FAULT	<input type="checkbox"/> MED PAY UNINS MOTOR	<input type="checkbox"/>	<input type="checkbox"/> FT	<input type="checkbox"/> COMP	<input type="checkbox"/> FG	<input type="checkbox"/> AA	<input type="checkbox"/> ST AMT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 15 MILES +	<input type="checkbox"/> FARM	<input type="checkbox"/> SERVICE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> FTW	<input type="checkbox"/> COLL	<input type="checkbox"/> OTHER	\$	\$	\$	\$
NET VEH DR/CR:											TOTAL PREM \$	
VEH #	YEAR	MAKE:	BODY TYPE:	VEHICLE TYPE			SYM/AGE	COST NEW				
		MODEL:	V.I.N.:	PP	SPEC	COML		\$				
CITY, STATE, ZIP WHERE GARAGED			LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM	
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP	SPEC C OF L
<input type="checkbox"/> < 15 MILES	<input type="checkbox"/> PLEASURE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> LIAB NO-FAULT	<input type="checkbox"/> MED PAY UNINS MOTOR	<input type="checkbox"/>	<input type="checkbox"/> FT	<input type="checkbox"/> COMP	<input type="checkbox"/> FG	<input type="checkbox"/> AA	<input type="checkbox"/> ST AMT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 15 MILES +	<input type="checkbox"/> FARM	<input type="checkbox"/> SERVICE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> FTW	<input type="checkbox"/> COLL	<input type="checkbox"/> OTHER	\$	\$	\$	\$
NET VEH DR/CR:											TOTAL PREM \$	
VEH #	YEAR	MAKE:	BODY TYPE:	VEHICLE TYPE			SYM/AGE	COST NEW				
		MODEL:	V.I.N.:	PP	SPEC	COML		\$				
CITY, STATE, ZIP WHERE GARAGED			LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM	
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP	SPEC C OF L
<input type="checkbox"/> < 15 MILES	<input type="checkbox"/> PLEASURE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> LIAB NO-FAULT	<input type="checkbox"/> MED PAY UNINS MOTOR	<input type="checkbox"/>	<input type="checkbox"/> FT	<input type="checkbox"/> COMP	<input type="checkbox"/> FG	<input type="checkbox"/> AA	<input type="checkbox"/> ST AMT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 15 MILES +	<input type="checkbox"/> FARM	<input type="checkbox"/> SERVICE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> FTW	<input type="checkbox"/> COLL	<input type="checkbox"/> OTHER	\$	\$	\$	\$
NET VEH DR/CR:											TOTAL PREM \$	
VEH #	YEAR	MAKE:	BODY TYPE:	VEHICLE TYPE			SYM/AGE	COST NEW				
		MODEL:	V.I.N.:	PP	SPEC	COML		\$				
CITY, STATE, ZIP WHERE GARAGED			LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM	
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP	SPEC C OF L
<input type="checkbox"/> < 15 MILES	<input type="checkbox"/> PLEASURE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> LIAB NO-FAULT	<input type="checkbox"/> MED PAY UNINS MOTOR	<input type="checkbox"/>	<input type="checkbox"/> FT	<input type="checkbox"/> COMP	<input type="checkbox"/> FG	<input type="checkbox"/> AA	<input type="checkbox"/> ST AMT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 15 MILES +	<input type="checkbox"/> FARM	<input type="checkbox"/> SERVICE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> FTW	<input type="checkbox"/> COLL	<input type="checkbox"/> OTHER	\$	\$	\$	\$
NET VEH DR/CR:											TOTAL PREM \$	

ACORD 127 (2003/05)

INS127 (0306) AMS

2 of 3 #45445

JULSO

## COMMENTS/REMARKS

\*\*\*\*\*Additional General Information \*\*\*\*\*

Vehicle Maintenance Indicator: Y  
Radius Exceeded: N  
MVR Verify Indicator: Y  
Driver Recuriting Method Indicator: Y  
Driver Training: Y  
Driver Testing: N  
Number of Owned Vehicles: 2  
Target Commodities: N  
Driver Physicals: N  
Hire Equipment: N  
Are Vehicles Leased to Others: N  
Does Insurance Agreement Cover Vehicles Leased to Others: N  
Number of Vehicles in Fleet: 2  
Does the Applicant Haul Goods for Others: N  
Are There Others Operating Under Trucking Permit: N  
Vehicles with Special Equipment Mounted or Attached: Wheel Chair Lifts on each bus  
Canadian Coverage: N  
Mexican Coverage: N  
U.S. Coverage: Y  
Are Drivers Compensated per Trip: N  
Contingent Coverage F.O.B: N  
Primary State: UT

\*\*\*\*\*Questions\*\*\*\*\*

Question #5: Wheel Chair Lifts on each bus - Drivers are trained to use wheel chair lifts.

**ACORD™ UTAH COMMERCIAL AUTO COVERAGES/LIMITS SECTION**

DATE (MM/DD/YY)  
12/19/2013

PRODUCER Moreton & Company - Utah

APPLICANT (First Named Insured) Cedar City Corporation

**NESS AUTO SECTION**

COVERAGES	COVERED AUTO SYMBOLS	LIMITS	COVERAGES	COVERED AUTO SYMBOLS	LIMITS
LIABILITY	1 <input type="checkbox"/> 4 <input type="checkbox"/> 9 2 <input checked="" type="checkbox"/> 7 <input type="checkbox"/> 3 <input type="checkbox"/> 8	<input checked="" type="checkbox"/> CSL <input type="checkbox"/> BI EA PER \$ 1,000,000 BI EACH ACCIDENT \$ PROPERTY DAMAGE \$			
PERSONAL INJURY PROTECTION	<input checked="" type="checkbox"/> 7	MEDICAL EXPENSE \$ 3,000 INC BEN \$ <input type="checkbox"/> WAIVE INC BEN FUN EXP \$ SURV LOSS \$	<b>PHYSICAL DAMAGE</b>		
ADDITIONAL P.I.P.	5 7	MEDICAL EXPENSE \$ INC BEN \$ <input type="checkbox"/> WAIVE INC BEN FUN EXP \$ SURV LOSS \$	TOWING & LABOR	3 7	\$
MEDICAL PAYMENTS	2 <input type="checkbox"/> 4 <input type="checkbox"/> 8 3 <input type="checkbox"/> 7	EACH PERSON \$	COMPREHENSIVE	2 <input type="checkbox"/> 4 <input type="checkbox"/> 8 3 <input type="checkbox"/> 7	
UNINSURED MOTORIST	2 <input type="checkbox"/> 6 3 <input type="checkbox"/> 7 4	<input type="checkbox"/> CSL <input checked="" type="checkbox"/> BI EA PER \$ 1,000,000 BI EACH ACCIDENT \$ PROPERTY DAMAGE \$	SPECIFIED CAUSES OF LOSS	2 <input type="checkbox"/> 4 <input type="checkbox"/> 8 3 <input type="checkbox"/> 7	
UNDERINSURED MOTORIST	2 <input type="checkbox"/> 6 3 <input type="checkbox"/> 7 4	<input type="checkbox"/> CSL <input checked="" type="checkbox"/> BI EA PER \$ 1,000,000 BI EACH ACCIDENT \$	COLLISION	2 <input type="checkbox"/> 4 <input type="checkbox"/> 8 3 <input type="checkbox"/> 7	
HIRED/BORROWED LIABILITY	YES STATES NO	COST OF HIRE \$ <input type="checkbox"/> IF ANY BASIS \$ 0	HIRED PHYSICAL DAMAGE	STATES # DAYS # VEH	COVERAGE/DEDUCTIBLE <input type="checkbox"/> COMP \$ <input type="checkbox"/> SPEC C OF L \$ <input type="checkbox"/> COLL \$
NON-OWNED LIABILITY	YES STATES NO	GROUP TYPE NUMBER OF EMPLOYEES VOLUNTEERS PARTNERS	COVERAGE IS: PRIMARY SECONDARY		
COVERED AUTOS	(1) ANY AUTO (2) ALL OWNED AUTOS (3) OWNED PRIVATE PASSENGER AUTOS		(4) OWNED AUTOS OTHER THAN PRIVATE PASSENGER (5) ALL OWNED AUTOS WHICH REQUIRE NO-FAULT COVERAGE (6) OWNED AUTOS SUBJECT TO COMPULSORY U.M. LAW		(7) AUTOS SPECIFIED ON SCHEDULE (8) HIRED AUTOS (9) NON-OWNED AUTOS

**TRUCKERS SECTION**

COVERAGES	COVERED AUTO SYMBOLS	LIMITS	COVERAGES	COVERED AUTO SYMBOLS	LIMITS	DEDUCTIBLE
LIABILITY	41 <input type="checkbox"/> 46 42 <input type="checkbox"/> 47 43 <input type="checkbox"/> 50	<input type="checkbox"/> CSL <input type="checkbox"/> BI EA PER \$ BI EACH ACCIDENT \$ PROPERTY DAMAGE \$	COMPREHENSIVE	42 <input type="checkbox"/> 46 43 <input type="checkbox"/> 47		\$
PERSONAL INJURY PROTECTION	44 46	MEDICAL EXPENSE \$ INC BEN \$ <input type="checkbox"/> WAIVE INC BEN FUN EXP \$ SURV LOSS \$	SPECIFIED CAUSES OF LOSS	42 <input type="checkbox"/> 46 SCL FT LSP 43 <input type="checkbox"/> 47 F FTW		\$
ADDITIONAL P.I.P.	44 46	MEDICAL EXPENSE \$ INC BEN \$ <input type="checkbox"/> WAIVE INC BEN FUN EXP \$ SURV LOSS \$	COLLISION	42 <input type="checkbox"/> 46 43 <input type="checkbox"/> 47		\$
MEDICAL PAYMENTS	42 <input type="checkbox"/> 46 43	EACH PERSON \$	TOWING & LABOR	46	\$	
UNINSURED MOTORIST	42 <input type="checkbox"/> 46 43 45	<input type="checkbox"/> CSL <input type="checkbox"/> BI EA PER \$ BI EACH ACCIDENT \$ PROPERTY DAMAGE \$	<b>TRAILER INTERCHANGE</b>			
UNDERINSURED MOTORIST	42 <input type="checkbox"/> 46 43 45	<input type="checkbox"/> CSL <input type="checkbox"/> BI EA PER \$ BI EACH ACCIDENT \$	COMPREHENSIVE	48 49		
NON-TRUCKERS HIRED/BORROWED	YES STATES NO	COST OF HIRE \$ <input type="checkbox"/> IF ANY BASIS \$ 0	SPECIFIED CAUSES OF LOSS	48 49		
HIRED/BORROWED LIABILITY	YES STATES NO	COST OF HIRE \$ <input type="checkbox"/> IF ANY BASIS \$ 0	COLLISION	48 49		\$
NON-OWNED AUTO LIABILITY	YES STATES NO	GROUP TYPE NUMBER OF EMPLOYEES VOLUNTEERS PARTNERS	HIRED PHYSICAL DAMAGE	STATES # DAYS # VEH		
OTHER			COVERAGE IS: PRIMARY SECONDARY			
COVERED AUTO SYMBOLS	(41) ANY AUTO (42) OWNED AUTOS ONLY (43) OWNED COMMERCIAL AUTOS ONLY	(44) OWNED AUTOS SUBJECT TO NO-FAULT (45) OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW	(46) SPECIFICALLY DESCRIBED AUTOS (47) HIRED AUTOS ONLY (48) TRAILERS IN YOUR POSSESSION UNDER A TRAILER INTERCHANGE AGREEMENT	(49) YOUR TRAILERS IN THE POSSESSION OF ANOTHER TRUCKER UNDER A TRAILER INTERCHANGE AGREEMENT (50) NON-OWNED AUTOS ONLY		

**MOTOR CARRIER SECTION**

COVERAGES	COVERED AUTO SYMBOLS		LIMITS		PHYSICAL DAMAGE						
					COVERAGES	COVERED AUTO SYMBOLS	LIMITS	DEDUCTIBLE			
LIABILITY	61	67	<input type="checkbox"/> CSL <input type="checkbox"/> BI EA PER	\$	COMPREHENSIVE	62	67		\$		
	62	68	BI EACH ACCIDENT	\$		63	68				
	63	71	PROPERTY DAMAGE	\$		64					
	64										
PERSONAL INJURY PROTECTION	65		MEDICAL EXPENSE \$	INC BEN \$	SPECIFIED CAUSES OF LOSS	62	67	<input type="checkbox"/> SCL <input type="checkbox"/> FT <input type="checkbox"/> LSP	\$		
	67		FUN EXP \$	SURV LOSS \$		63	68	<input type="checkbox"/> F <input type="checkbox"/> FTW			
						64					
ADDITIONAL P.I.P.	65		MEDICAL EXPENSE \$	INC BEN \$	COLLISION	62	67		\$		
	67		FUN EXP \$	SURV LOSS \$		63	68				
MEDICAL PAYMENTS	62	64	EACH PERSON	\$	TOWING & LABOR	63			\$		
	63	67					67				
UNINSURED MOTORIST	62	66	<input type="checkbox"/> CSL <input type="checkbox"/> BI EA PER	\$	TRAILER INTERCHANGE						
	63	67	BI EACH ACCIDENT	\$	COVERAGES	SYMBOL	# TRAILERS	STATE	# DAYS	RADIUS	DEDUCTIBLE
	64		PROPERTY DAMAGE	\$	COMPREHENSIVE	69					
UNDERINSURED MOTORIST	62	66	<input type="checkbox"/> CSL <input type="checkbox"/> BI EA PER	\$	SPECIFIED CAUSES OF LOSS	70					
	63	67	BI EACH ACCIDENT	\$		70					
NON-TRUCKERS HIRED/BORROWED	YES	STATES	COST OF HIRE	<input type="checkbox"/> IF ANY BASIS	COLLISION	69					
	NO		\$			70					
HIRED/BORROWED LIABILITY	YES	STATES	COST OF HIRE	<input type="checkbox"/> IF ANY BASIS	HIRED PHYSICAL DAMAGE	STATES	# DAYS	# VEH			
	NO		\$								
NON-OWNED AUTO LIABILITY	YES	STATES	GROUP TYPE	NUMBER OF	OTHER	COVERAGE IS:		PRIMARY	SECONDARY		
	NO		EMPLOYEES								
			VOLUNTEERS								
OTHER			PARTNERS								

**COVERED AUTO SYMBOLS**  
 (61) ANY AUTO (64) OWNED COMMERCIAL AUTOS ONLY (67) SPECIFICALLY DESCRIBED AUTOS (70) YOUR TRAILERS IN THE POSSESSION OF ANOTHER TRUCKER UNDER A TRAILER INTERCHANGE AGREEMENT  
 (62) OWNED AUTOS ONLY (65) OWNED AUTOS SUBJECT TO NO-FAULT (68) HIRED AUTOS ONLY (71) NON-OWNED AUTOS ONLY  
 (63) OWNED PRIVATE PASS AUTOS ONLY (66) OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW (69) TRAILERS IN YOUR POSSESSION UNDER A TRAILER INTERCHANGE AGREEMENT

**ENDORSEMENTS**

**NOTICE OF INSURANCE INFORMATION PRACTICES**  
 PERSONAL INFORMATION ABOUT YOU MAY BE COLLECTED FROM PERSONS OTHER THAN YOU. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTION ON HOW TO SUBMIT A REQUEST TO US.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR. A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES, IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

I UNDERSTAND THAT THE COVERAGE SELECTION AND LIMIT CHOICES INDICATED HERE WILL APPLY TO ALL FUTURE POLICY RENEWALS, CONTINUATIONS AND CHANGES UNLESS I NOTIFY YOU OTHERWISE IN WRITING.

APPLICANT'S SIGNATURE	DATE	PRODUCER'S SIGNATURE	<i>Kevin Oldroyd</i>
-----------------------	------	----------------------	----------------------

COMMENTS/REMARKS

\*\*\*\*\*Additional Coverages\*\*\*\*\*

\*\*\*\*\* POLICY LEVEL COVERAGES \*\*\*\*\*

Liability - CSL  
Limit \$1,000,000

Personal Injury Protection - No Fault

Uninsured Motorist  
BI Limit \$1,000,000

Underinsured Motorist  
BI Limit \$1,000,000

(Physical Damage coverage separately insured)

# Public Application

COLUMBIA INSURANCE COMPANY  
 NATIONAL FIRE & MARINE INSURANCE COMPANY  
 NATIONAL INDEMNITY COMPANY  
 NATIONAL INDEMNITY COMPANY OF MID-AMERICA  
 NATIONAL INDEMNITY COMPANY OF THE SOUTH  
 NATIONAL LIABILITY & FIRE INSURANCE COMPANY

*RPS Risk Placement Services Inc*  
*Attac: Natalie & Amy*

Policy Term From: 2/28/2014 To 2/28/2014

- Name (and "dba") Cedar City Corporation  
 Individual/Proprietorship  Partnership  Corporation  Other
- Mailing Address 10 North Main Street City Cedar City State Utah Zip 84720  
 Business Phone Number 435-865-4510
- Premises Address 716 North Airport Road City Cedar City State Utah Zip 84720
- Person to contact for inspection (name and phone number) Tammy Nae 435-865-4510
- Have you ever had insurance with one of the companies listed at the top of this page?  Yes  No  
 If yes, Policy Number(s) 70APS040069, 70APS034345 Effective Date(s) 2/28/2009, 2010, 2011, 2012, 2013

**DESCRIPTION OF OPERATIONS**

- Describe business Public Transportation  
 Years experience 7 Years New Venture?  Yes  No
- Is this your primary business?  Yes  No If no, explain Municipality  
 Is your business seasonal?  Yes  No Is your business for hire/for profit?  Yes  No
- Have you ever filed for Bankruptcy?  Yes  No If yes, when \_\_\_\_\_ Explain \_\_\_\_\_
- Gross receipts last year \_\_\_\_\_ Estimate for coming year \_\_\_\_\_ Business for sale?  Yes  No
- Do you operate in more than one state?  Yes  No If yes, list states \_\_\_\_\_
- What is the largest city entered within your radius of operation? Cedar City

LIABILITY COVERAGE - Complete for desired coverages by indicating limits of insurance.						
Combined Single Limit BI & PD	LIABILITY			Medical Payments	Personal Injury Protection (where applicable)	IF PHYSICAL DAMAGE COVERAGE DESIRED - REFER TO FOLLOWING PAGE.  COMPLETE HIRED AND NON-OWNED SUPPLEMENT IF COVERAGE DESIRED.
	Split Limits		Property Damage			
	Bodily Injury	Each Accident				
\$1,000,000	Each Person	Each Accident	Each Accident		3,000	

**APPLICABLE PERSONAL INJURY PROTECTION, UNINSURED AND/OR UNDERINSURED MOTORISTS INSURANCE SELECTION/REJECTION PAGE IS REQUIRED TO BE COMPLETED AND SIGNED BY THE NAMED INSURED WITH THE SUBMISSION OF THIS APPLICATION.**

DRIVER INFORMATION - If additional space is needed, attach separate listing.							
Driver's Name	Date of Birth	Driver's Licenses				Experience	
		State	Number	Class/Type (i.e. CDL)	Years Licensed (in Class/Type)	Type of Unit (Bus, Van, etc.)	No. of Years
1. <i>See attached driver list</i>							
2.							
3.							
4.							
5.							

No. Years Previous Commercial Driving Experience	Date of Hire	Accidents and Minor Moving Traffic Violations In Past 5 Years				Major Convictions (DWI/DUI, Hit & Run, Manslaughter, Reckless, Driving While Suspended/ Revoked, Speed Contest, other felony)		Employee (E) Ind. Cont. (IC) Owner/Op. (O/O) Franchisee (F)
		No. of Accidents	Date(s)	No. of Violations	Date(s)	Describe Conviction	Date(s)	

PLEASE ATTACH DETAILED EXPLANATION OF ACCIDENTS LISTED ABOVE.  
 M-4443c UT (11/2003)

## Schedule of Drivers

Print Date: 12/20/13

<b>Client Name and Address</b> Cedar City Corporation 10 North Main Street Cedar City, UT 84720-2635
---

<b>Company</b>	
National Indemnity	
<b>Policy Number</b>	
APP70APS040069	
<b>Effective Date</b>	<b>Expiration Date</b>
02/28/14	02/28/15

<b>Agency Name and Address</b> Moreton & Company - Utah 709 East South Temple Salt Lake City, UT 84102
---

Dr. #	Driver Name and Address	Date of Birth	M/F	W/S	Cl	Exc	License Number	Lic. Date	Lic. State	Date Off
1	Dennis Cole	11/27/48	M			D	154589358		UT	
2	Ken Esplin UT	01/18/33	M			D	3389843		UT	
3	Mike Henderson	11/03/48	M			D	154584447		UT	
4	Bruce Henry Boerner	10/24/42	M			D	149736291		UT	
5	Martin Paul Kurtz	03/07/58	M			D	152786920		UT	
6	Kelli Marie Dimick	02/12/66	F			D	012684268		UT	

12. What is the basis for driver(s) pay? Hourly XX Trip \_\_\_\_\_ Mileage \_\_\_\_\_ Other, explain \_\_\_\_\_ ID: #9626  
 13. Are drivers covered by Workers Compensation?  Yes  No Minimum years driving experience required 3  
 14. Are vehicles owner-driven only?  Yes  No Do you agree to report all newly hired operators?  Yes  No  
 15. Are drivers ever allowed to take vehicles home at night?  Yes  No If yes, will family members drive?  Yes  No  
 16. Do you order MVR's on all drivers prior to hiring?  Yes  No Driver's maximum driving hours 8 hrs daily, 40 hrs weekly

SCHEDULE OF AUTOS/VEHICLES - Describe all vehicles for which application is made for insurance.									
Veh. No.	Model Year	Vehicle Make	Body Type/Model	Full Vehicle Identification Number	Orig. Mfg. Seating Cap.	Principal Garaging Location (City & State)	Radius of Operation	Annual Mileage Per Vehicle	(A) Anti-Lock Brakes, (B) Air Bags or (C) Wheelchair Lift
1	2006	Ford	Champion	1FDXE45S06DA47172	20	Cedar City	50	14,000	A & C
2	2013	Ford	Champion	1DFDE4FSXDDA56985	16	Cedar City	50	14,000	A & C
3									
4									
5									
6									
7									
8									
9									
10									

**PURPOSE OF USE ABBREVIATION MUST BE SELECTED FOR EACH VEHICLE**

Veh. No.	Purpose of Use	Length of Limo Stretch	AB	APS	AT	BB	SBG	CB	CHB	CTB	CRB	DC	ET	ICB	L	ME	MV	PT	SB	SC	SH	SSB	SKB	SSA	TX	TM	T	
1	ICB		Alrport Bus or Van	Alrport Parking/Rental Car Shuttle	Athlete Bus (a) Professional Athlete (b) Non-Professional Athlete	Bingo/Casino Bus	Boy/Girl Scout Bus	Charter Bus (a) Interstate (b) Intrastate	Church Bus	City Transit Bus (Urban Bus)	Courtesy Bus (a) Hotel (b) Medical (c) Other	Day Care/Day Nursery	Employee Transportation	Inter-City Bus (attach route scheduled)	Limousine (a) Transportation to Alrport ≥ 50% (b) Super-Stretch (> 120") (c) Regular	Musician & Entertainer Bus (a) Professional Entertainer (b) Non-Professional Entertainer	Medivan/Medical Transport/Non-Emergency Ambulance (a) For Profit (b) Not For Profit	Prisoner Transfer	School Bus (a) Public Owned (b) Other (c) Private or Parochial Owned	Senior Citizens Center Auto	Shuttle (a) Tourist (b) Wilderness (c) All Other	Sightseeing Bus	Ski Bus	Social Service Agency (a) Group Home (b) Other	Taxicab	Tram	Trolley	
2	ICB																											
3																												
4																												
5																												
6																												
7																												
8																												
9																												
10																												

PHYSICAL DAMAGE COVERAGE - Complete spaces below in detail for each respective auto/vehicle described above.							
Veh. No.	Date Purchased	Cost When Purchased	Current Stated Value (excluding permanently attached equipment)	Value of Permanently Attached Equipment	Total Stated Amount to be Insured	Physical Damage Deductible	
						<input type="checkbox"/> Comprehensive <input type="checkbox"/> Spec. C of Loss	Collision
1	N/A					<b>PHYSICAL DAMAGE COVERAGE NOT REQUESTED (Coverage is separate from liab.)</b>	
2							
3							
4							
5							
6							
7							
8							
9							
10							

17. Any loss payees?  Yes  No If yes, give name and address of mortgagee/loss payee for each vehicle \_\_\_\_\_

\*

LOSS EXPERIENCE — Provide prior insurance carriers information for past full three years										
Policy Term		Insurance Company Name	No. of Motor Powered Vehicles	No. of Accidents	Premium		Total Amount Claims Paid & Reserves			
From	To				Liab	Phys Dam	BI	PD	Comp/Coll	Other
02/28/13	02/28/14	National Indem.	2	0	\$ 6,106		0	0	N/A	N/A
02/28/12	02/28/13	National Indem.	2	1	\$ 5,166		\$ 33,400	INCL	N/A	N/A
02/28/11	02/28/12	National Indem.	2	0	\$ 5,552		0	0	N/A	N/A

18. Is any applicant aware of any facts or past incidents, circumstances or situations which could give rise to a claim under the insurance coverage sought in this application?  Yes  No If yes, provide complete details \_\_\_\_\_
19. Have you ever been declined, cancelled or non-renewed for this kind of insurance?  Yes  No  
If yes, explain \_\_\_\_\_
20. Is the transportation of people your primary business?  Yes  No Are vehicles leased to drivers?  Yes  No
21. Do you transport physically disabled individuals?  Yes  No If yes, what percentage of the time? 1%
22. Are vehicles equipped with fare box or meter?  Yes  No Do you have a scheduled route?  Yes  No
23. Do you ever transport unscheduled passengers?  Yes  No Minimum number of hours rented 0 Minimum charge \_\_\_\_\_
24. Number of vehicles owned Limos 0 Vans 0 Buses 2 Other 0
25. Number of vehicles leased Limos 0 Vans 0 Buses 0 Other 0

**FILING INFORMATION \*\*\*\*\*NO FILING REQUIRED\*\*\*\*\***

26. Is an FHWA filing required?  Yes  No If yes, MC number N/A  
What authority do you have?  Broker  Common  Contract
27. If you hold a Brokers license, identify name filed with FHWA, FHWA docket no. and receipts from brokerage operations N/A
28. If you are an interstate regulated carrier, identify your registration or base state \_\_\_\_\_
29. Is an intrastate filing needed?  Yes  No If yes, show state and permit number \_\_\_\_\_
30. Show exact name and address in which permits are issued \_\_\_\_\_
31. Is MCS 90 endorsement needed?  Yes  No  
Is our policy to cover all vehicles owned, operated or under lease to applicant?  Yes  No If no, explain \_\_\_\_\_
33. Do you enter Canada?  Yes  No Do you enter Mexico?  Yes  No If yes, where \_\_\_\_\_

34. Have you ever changed your operating name?  Yes  No Do you operate under any other name?  Yes  No
35. Do you operate as a subsidiary of another company?  Yes  No
36. Do you own or manage any other transportation operations that are not covered?  Yes  No
37. Do you lease your authority?  Yes  No Do you appoint agents or hire independent contractors to operate on your behalf?  Yes  No
38. Have you purchased, sold or applied for authority over the past 3 years?  Yes  No
39. Have you ever lost or had authority withdrawn, or have you been/are under probation by any regulatory authority (FHWA, PUC, etc.)?  Yes  No
40. Is evidence/certificate(s) of coverage required?  Yes  No
41. Please explain any "yes" answer to questions 34 through 40 N/A

42. Do you have agreements with other carriers for the interchange of vehicles or transportation of passengers?  Yes  No  
If yes, attach a copy of current agreements and complete the following:
- (a) With whom has such agreement(s) been made? \_\_\_\_\_
- (b) Do the parties named in (a) carry automobile liability insurance?  Yes  No  
If yes, name of insurance company and limits of liability (Bodily Injury & Property Damage) \_\_\_\_\_
- (c) Under whose permit does each of the parties to the agreement(s) operate? \_\_\_\_\_
- (d) Is there a hold harmless in the agreement(s)?  Yes  No
43. Do you barter, hire or lease any vehicles?  Yes  No If yes, explain \_\_\_\_\_
44. Additional comments: \_\_\_\_\_

\* Updated Loss Run Requested

**IMPORTANT NOTICE**  
**UTAH**  
**SELECTION/REJECTION OF UNINSURED & UNDERINSURED MOTORIST COVERAGES**

This form will attach to and become part of your policy. Please read it carefully. If you have any questions or concerns, please address them with your agent.

Utah Insurance Code Section 31A-22-305 sets forth the requirements for Uninsured and Underinsured Motorist Coverage for motor vehicle liability policies issued or delivered in Utah. Uninsured and Underinsured Motorist Coverage provides you with additional insurance benefits if you or someone in your automobile suffers bodily injury, sickness, disease, or death because of an automobile accident caused by another party who is primarily at fault, but who does not have insurance at the time of the accident (uninsured) or who does not have enough insurance to compensate for the injuries (underinsured).

According to Utah Statute 31A-22-305 the limits of Uninsured Motorist Coverage shall be equal to the lesser of the limits of the insured's motor vehicle liability coverage or the maximum Uninsured Motorist Coverage limits available by the insurer under the insured's motor vehicle policy, unless, the insured purchases coverage in a lesser amount by waiving the higher coverage. The insured may choose to buy Uninsured Motorist Coverage limits lower than the liability limits, but Uninsured Motorist Coverage may not be less than the base limits, \$25,000 for one person in any one accident, \$50,000 for two or more insured people in any one accident, or \$65,000 for Combined Single Limits of Coverage.

According to Utah Statute 31A-22-305 the limits of Underinsured Motorist Coverage shall be equal to the lesser of the limits of the insured's motor vehicle liability coverage or the maximum Underinsured Motorist Coverage limits available by the insurer under the insured's motor vehicle policy, unless, the insured purchases coverage in a lesser amount by waiving the higher coverage. The insured may choose to buy Underinsured limits lower than the liability limits, but Underinsured Motorist Coverage may not be less than the base limits, \$10,000 for one person in any one accident, \$20,000 for two or more insured people in any one accident, or \$20,000 for Combined Single Limits of Coverage.

This law also gives you the right to totally reject either or both Uninsured and Underinsured Motorist Coverage. If you choose to reject either or both of these coverages, that rejection is binding upon all who are insured by the policy.

To be certain that your policy is issued correctly, please indicate your choice ("X" indicates your choice) of the options available, then sign and date this form as acknowledgment of your choices.

**UNINSURED MOTORIST INSURANCE**

- Split Limits of Coverage
- Combined Single Limits of Coverage

Limits of Coverage	Premium	Limits of Coverage	Premium
_____ / _____ or <u>1 Mill</u> <u>CSL</u>	_____	_____ / _____ or _____ <u>CSL</u>	_____
_____ / _____ or _____ <u>CSL</u>	_____	_____ / _____ or _____ <u>CSL</u>	_____
_____ / _____ or _____ <u>CSL</u>	_____	_____ / _____ or _____ <u>CSL</u>	_____
_____ / _____ or _____ <u>CSL</u>	_____	_____ / _____ or _____ <u>CSL</u>	_____

The above Limits of Coverage and the Premium must be filled in by the insurance agent prior to the insured's signature.

- I want to purchase Uninsured Motorist Coverage in limits equal to the bodily injury liability limits. These limits are \_\_\_\_\_ / \_\_\_\_\_ or \$1,000,000 Premium
  - I want to purchase Uninsured Motorist Coverage in limits lower than the bodily injury liability limits, but not lower than the base limits, and I want to waive higher limits of coverage. The limits I select are \_\_\_\_\_ / \_\_\_\_\_ or \_\_\_\_\_ Premium
  - I want to purchase Uninsured Motorist Coverage in the base limits, \$25,000 for one person in any one accident, \$50,000 for two or more Insured people in any one accident, or \$65,000 for Combined Single Limits of Coverage, and I want to waive higher limits of coverage. \_\_\_\_\_ Premium
- OR**
- I want to reject Uninsured Motorist Coverage entirely.

**UNDERINSURED MOTORIST INSURANCE**

- Split Limits of Coverage
- Combined Single Limits of Coverage

Limits of Coverage	Premium	Limits of Coverage	Premium
_____ / _____ or <u>1 Mill</u> CSL	_____	_____ / _____ or _____ CSL	_____
_____ / _____ or _____ CSL	_____	_____ / _____ or _____ CSL	_____
_____ / _____ or _____ CSL	_____	_____ / _____ or _____ CSL	_____
_____ / _____ or _____ CSL	_____	_____ / _____ or _____ CSL	_____

The above Limits of Coverage and the Premium must be filled in by the insurance agent prior to the insured's signature.

- I want to purchase Underinsured Motorist Coverage in limits equal to the bodily injury liability limits. These limits are \_\_\_\_\_ / \_\_\_\_\_ or \$1,000,000 Premium
  - I want to purchase Underinsured Motorist Coverage in limits lower than the bodily injury liability limits, but not lower than the base limits, and I want to waive higher limits of coverage. The limits I select are \_\_\_\_\_ / \_\_\_\_\_ or \_\_\_\_\_ Premium
  - I want to purchase Underinsured Motorist Coverage in the base limits, \$10,000 for one person in any one accident, \$20,000 for two or more insured people in any one accident, or \$20,000 for Combined Single Limits of Coverage, and I want to waive higher limits of coverage. \_\_\_\_\_ Premium
- OR**
- I want to reject Underinsured Motorist Coverage entirely.

**UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE**

You may purchase Uninsured Motorist Property Damage Coverage for an additional premium if you have not purchased collision coverage. This coverage is subject to a limit of \$3500 or the actual cash value, whichever is less and a deductible of \$250 ("X" indicates your choice).

- I wish to purchase Uninsured Motorist Property Damage Coverage. This insurance is subject to a \$250 deductible. The limit is \$3500 or the actual cash value, whichever is less. THIS COVERAGE WILL ONLY APPLY TO MOTOR VEHICLES INSURED ON YOUR POLICY IF NOT INSURED FOR COLLISION COVERAGE.

**OR**

- I wish to reject Uninsured Motorist Property Damage Coverage in its entirety.

**ACKNOWLEDGMENT**

By signing below, I acknowledge that:

- 1) I understand that this notice is intended to provide only a general description of the Uninsured and Underinsured Motorist Coverage available pursuant to the terms of the policy. I understand that the description in this notice is necessarily general in nature and not meant to replace the coverage descriptions in the policy forms which contain specific descriptions, definitions, exclusions, and conditions as allowed by Utah law.
- 2) I understand that until I advise the insurance company otherwise in writing, the selection as indicated above for both Uninsured and Underinsured Motorist Coverage and Uninsured Motorist Property Damage Coverage, will continue regardless of all subsequent renewals, replacements, substitutions or amendments of the policy and will be carried forward without additional notice.
- 3) I have fully read and understand the purpose and content of this form, and the consequences of my selection have been disclosed.
- 4) I have been informed of the premiums for each of the Uninsured and Underinsured Motorist Coverage options.

X \_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Signature of Named Insured (Representing all Insureds)

X \_\_\_\_\_  
Type or Print Name

SIGNATURE IS ALSO REQUIRED ON LAST PAGE OF APPLICATION

**MUST BE SIGNED BY THE APPLICANT PERSONALLY**

No coverage is bound until the Company advises the Applicant or its representative that a policy will be issued and then only as of the policy effective date and in accordance with all policy terms. The Applicant acknowledges that the Applicant's Representative named below is acting as Applicant's agent and not on behalf of the Company. The Applicant's Representative has no authority to bind coverage, may not accept any funds for the Company, and may not modify or interpret the terms of the policy.

The Applicant agrees that the foregoing statements and answers are true and correct. The Applicant requests the Company to rely on its statements and answers in issuing any policy or subsequent renewal. The Applicant agrees that if its statements and answers are materially false, the Company may rescind any policy or subsequent renewal it may issue.

If any jurisdiction in which the Applicant intends to operate or the Interstate Commerce Commission requires a special endorsement to be attached to the policy which increases the Company's liability, the Applicant agrees to reimburse the Company in accordance with the terms of that endorsement.

The Applicant agrees that any inspection of autos, vehicles, equipment, premises, operations, or inspection of any other matter relating to insurance that may be provided by the Company, is made for the use and benefit of the Company only, and is not to be relied upon by the Applicant or any other party in any respect.

The Applicant understands that an inquiry may be made into the character, finances, driving records, and other personal and business background information the Company deems necessary in determining whether to bind or maintain coverage. Upon written request, additional information will be provided to the Applicant regarding any investigation.

The Applicant represents that she/he has completed all relevant sections of this Application prior to execution and that the Applicant has personally signed below (or if Applicant is a Corporation, a corporate officer has signed below).

Will premium be financed?  Yes  No If yes, with whom \_\_\_\_\_

\_\_\_\_\_  
Witness X Applicant's Signature X Date

**TO BE COMPLETED BY APPLICANT'S REPRESENTATIVE**

Is this direct business to your office? Yes If not, explain \_\_\_\_\_

Is this new business to your office? No If not, how long have you had the account? 20+ Yr's

How long have you known applicant? 7 Yr's

**REQUEST TO COMPANY GENERAL AGENT:**

Please quote  Please bind at earliest possible date and issue policy

Please issue policy effective \_\_\_\_\_ Coverage was bound by \_\_\_\_\_  
(Time and Date Bound by General Agent) (Name of Person in Company General Agency's Office Binding Coverage)

[Signature] / [Signature] 801-715-7031  
Applicant's Representative's Name and Address Phone No.

**CEDAR CITY COUNCIL**

**AGENDA ITEM** 7

**INFORMATION SHEET**

**TO:** Mayor and City Council  
**FROM:** Tammy Nay (CATS)  
**DATE:** January 8, 2014  
**SUBJECT:** Authorize Signature for Amendment to Transit Station License Agreement with Walmart

**DISCUSSION:** In November, 2010, Cedar Area Transportation Service (CATS) entered into a Transit Station License Agreement with Walmart, which was set to expire on November 28, 2013. We temporarily extended the term an additional 60 days until January 28, 2014 to allow Walmart legal team and our City Attorney time to review a proposed amendment. Such amendment is attached to change the Term of the Agreement so that it expires on November 28, 2016.

The purpose of the original Transit Station License Agreement is to allow CATS to pick up and drop off passengers at the transit site located at the Cedar City Walmart. In addition, it allowed CATS to install the bus shelter at the site for passengers to wait for the bus.

We are requesting City Council approval for the Mayor to sign the attached Amendment to Transit Station License Agreement.

Walmart Store #1438  
Cedar City, UT

**AMENDMENT TO**  
**TRANSIT STATION LICENSE AGREEMENT**

This Amendment to Transit Station License Agreement (this "Amendment") is entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Wal-Mart Stores, Inc. ("Walmart"), a Delaware corporation, whose mailing address is 2001 SE 10<sup>th</sup> St., Bentonville, AR 72716, Attn: Realty Management, Utah and Cedar City Corporation ("Cedar City"), a \_\_\_\_\_, whose mailing address is 10 North Main Street, Cedar City, UT 84720.

**WITNESSETH**

WHEREAS, Walmart and Cedar City entered into that certain Transit Station License Agreement ("Agreement") on November 29, 2010; and

WHEREAS, the Term of said Agreement was set to expire November 28, 2013; however, Walmart and Cedar City temporarily extended said Term out an additional sixty (60) days, pursuant to a Letter Agreement dated October 29, 2013; and

WHEREAS, Cedar City and Walmart are desirous of further extending said Term.

NOW THEREFORE, in consideration of the mutual covenants and agreement of the parties, Walmart and Cedar City hereby agree as follows:

1. Section 3 of the Agreement is hereby amended to change the Term of the Agreement so that the Agreement expires on November 28, 2016.
2. This Amendment shall become effective upon being executed by the parties hereto and shall remain in full force and effect until such time as either party terminates this Agreement as provided in Section 3 of the Agreement, as it is amended by this Amendment.
3. Unless otherwise indicated in this Amendment, defined terms used herein shall have the meanings ascribed thereto in the Agreement.
4. The Agreement, as amended hereby, is hereby ratified and affirmed. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.
5. This Amendment may be executed by the parties in multiple counterparts.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first written above.

WAL-MART STORES, INC.

*X*

By: Darryl G Spink

Name: Darryl Spinks

Title: Senior Manager II

CEDAR CITY CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**CEDAR CITY COUNCIL  
AGENDA ITEM 8**

**DECISION PAPER**

**TO:** Mayor and City Council

**FROM:** Russ Volk

**DATE:** January 8, 2014

**SUBJECT:** Contract between Cedar City Corp and Creamer & Noble Inc.  
(UDOT Project)

**RECOMMENDATION:** Consider contract to Creamer & Noble Engineers and authorize Mayor to sign contract

**DISCUSSION:** The Utah Division of Transportation is providing a grant for pavement maintenance to accomplish asphalt replacement on a portion of Runway 8/26.

Per Utah DOA guidelines, Creamer & Noble, Inc, the airport consultation, will be providing engineering services for this project. Utah DOA has approved the planned fee for the engineering services.

The attached contract is presented to the City Council for consideration of the services which will be accomplished by Creamer & Noble.

Scope of services includes:

- Provide project layout maps
- Prepare cost estimates
- Complete detailed design and drawings, specifications
- Complete contract documents of work items
- Make final cost estimate
- Provide information to bidders
- Prepare addenda, if necessary
- Attend bid openings and tabulate bid proposals
- Make recommendation to city for awarding of contracts
- Conduct pre-construction conference
- Furnish engineering oversight and resident observation
- Review and recommend approval of estimates for progress

Review and recommend approval for final payments  
Make final inspection of all construction efforts

Request the City Council consider acceptance of the contract, and  
allow the Mayor to sign the contract.

**CONTRACT FOR ENGINEERING SERVICES  
BETWEEN CEDAR CITY CORPORATION AND  
CREAMER & NOBLE, INC.**

THIS AGREEMENT is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Cedar City Corporation, hereinafter referred to as the OWNER, and Creamer & Noble, Inc., hereinafter referred to as the ENGINEER.

SECTION A – GENERAL

WHEREAS, the OWNER intends to construct an Airport Improvement Project at the Cedar City Regional Airport, Cedar City, Iron County, State of Utah; and,

WHEREAS, the proposed project consists of the rehabilitation of Runway 8/26 from its intersection with Runway 2/20 to the east end of Runway 26; and,

WHEREAS, the OWNER recognizes the ENGINEER as qualified and desires to contract with the ENGINEER to perform the design and construction engineering services for the project.

NOW THEREFORE, that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed to the terms and conditions described herein.

SECTION B – PRELIMINARY & DESIGN ENGINEERING SERVICES

The ENGINEER shall furnish preliminary and design engineering services as follows:

1. The ENGINEER shall assist in establishing project parameters for the project in conjunction with the State of Utah Department of Transportation, Division of Aeronautics (UDOT) and the OWNER.

2. The ENGINEER will perform preliminary engineering investigations, provide project layout maps, and will prepare preliminary cost estimates.

3. The ENGINEER shall complete the detailed design and detailed drawings, specifications, and contract documents of the work items and shall make a final cost estimate based on the final design.

4. The ENGINEER agrees to submit said plans and specifications to the UDOT and the OWNER for approval. Modifications as directed by the OWNER and UDOT and approved by both parties shall be incorporated into the plans and specifications.

5. Prior to the advertisement for bids, the ENGINEER will provide not to exceed 5 copies of detailed drawings, specifications, and contract documents for use of the OWNER and the appropriate Federal, State, and Local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included as a direct cost in the basic compensation paid to the ENGINEER.

6. The ENGINEER will furnish additional copies of the drawings, specifications, and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge for such copies. Upon award of the contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications, and contract documents for execution. The costs of these sets shall also be included as a direct cost in the preliminary and design compensation paid to the ENGINEER.

7. The ENGINEER shall conduct a pre-bid site tour to familiarize prospective bidders with the project.

#### SECTION C – CONSTRUCTION OBSERVATION & ADMINISTRATIVE SERVICES

1. The ENGINEER will be available to provide information to bidders and to prepare addenda, if necessary, to clarify the requirements of the work to be performed.

2. The ENGINEER will attend the bid openings and tabulate the bid proposals, make an analysis of the bids, and make the recommendations for awarding the contracts for construction.

3. The ENGINEER will, in conjunction with the OWNER, conduct the pre-construction conference with the selected contractor.

4. The ENGINEER will furnish engineering oversight and full-time resident observation for the project. The ENGINEER will keep the OWNER informed of the progress and conformance of the work with the contract documents. Change Orders and Supplemental Agreements as recommended by the ENGINEER may be approved by the OWNER and UDOT.

5. The ENGINEER will review and recommend approval of estimates for progress and final payments to the Airport Manager for final approval. Approvals shall consider accuracy of payment requests as well as acceptability of work being paid for and progress of the work.

6. The ENGINEER will make final inspection of all construction with representatives of the Airport Owner and the Contractor. A final listing of any items requiring additional work or clean up will be prepared and submitted to the Contractor for completion.

#### SECTION D – COMPENSATION

The OWNER agrees to compensate the ENGINEER for engineering services as follows:

1. For preliminary and design engineering services specified in Section B, the ENGINEER shall be paid a lump sum of Twenty-Three Thousand and No/100 Dollars (\$23,000.00).

2. The OWNER agrees to compensate the ENGINEER for construction observation, compliance testing and administration services as outlined in Section C for the actual allowable cost plus a fixed fee. The actual cost includes direct salary cost, indirect costs, including payroll additives, and direct non-salary costs as outlined below:

(a) The direct salary cost is the actual salary expense excluding payroll additives for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this agreement. The direct salary costs are estimated to be approximately Eight Thousand One Hundred Sixty-Seven and No/100 Dollars (\$8,167.00) as set forth in the attached consultant man-hour and cost estimate breakdown.

(b) The indirect labor costs including payroll additives are estimated as 180.0 percent of the direct salary cost. The additive and indirect cost rates are based on currently available accounting information, and shall be used for all progress payments. This percentage may be adjusted on the final payment in compliance with an audited rate over the project time period.

(c) The direct non-salary costs are those costs directly incurred in fulfilling the terms of this agreement, including but not limited to travel, reproduction, telephone, per-diem, equipment rental, supplies, and fees of outside consultants. The direct non-salary costs are estimated to be approximately Five Thousand Six Hundred Thirty-Two and No/100 Dollars (\$5,632.00) as set forth in the consultant man-hour and cost estimate in Appendix A.

(d) The fixed fee which represents the consultant's profit and allowable expenses shall be Four Thousand Two Hundred and No/100 Dollars (\$4,200.00). The fixed payment will be prorated and paid regularly in proportion to the work performed as reflected by the periodic invoices, that is, on the same ratio as the invoice costs bear to the originally estimated total for consultant's actual costs which is the maximum account payable minus the fixed payment. Any portion of the fixed payment not previously paid in the periodic payments will be covered in the final payment.

(e) Without a change order approved prior to additional costs being incurred, the total cost of construction engineering, surveying, observation, monitoring of contractor provided materials testing and administration shall not exceed Thirty-Two Thousand Seven Hundred and No/100 Dollars (\$37,200).

3. In the event that the ENGINEER determines additional costs for design, construction observation and administration will be required, either as a result of changes requested by the OWNER and/or UDOT, or increased contract time or unanticipated construction problems, he shall advise the OWNER and UDOT and shall not incur such additional costs except upon prior written approval by the OWNER.

4. Payment for design, construction observation, materials acceptance testing, and administration services will be made on a monthly basis. The ENGINEER will render to the OWNER for such services an itemized bill, separate from any other billing, at the end of each month, the same to be due and payable by OWNER to the ENGINEER on or before the 20<sup>th</sup> day of the following month.

#### SECTION E – GENERAL LIABILITY

The ENGINEER agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect him and the OWNER from claims under the Workman's Compensation Act, and the ENGINEER shall hold the OWNER harmless for all claims for bodily injury, death, or property damage which are attributable to the negligent performance of duties specified in this agreement as they apply to the ENGINEER. Likewise, the OWNER shall hold the ENGINEER harmless for the bodily injury, death, or property damage which may arise from the negligent performance by employees or agents of the OWNER or actions taken by said agents or employees without proper consultation with the ENGINEER. The ENGINEER shall also carry general liability insurance in the amount of \$2,000,000 per occurrence. Owner named as additionally insured.

#### SECTION F – SPECIAL CONDITIONS

##### 1 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this Agreement on the part of the ENGINEER or their subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

##### 2. TERMINATION OF CONTRACT

- a. The OWNER may, by written notice, terminate this contract in whole or in part at any time, either for the Owners' convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the OWNER.
- b. If the termination is for the convenience of the OWNER, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the OWNER may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the OWNER for any additional cost occasioned to the OWNER thereby.

- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the OWNER. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- f. Under paragraph 1 and 2 above, the termination party shall give the other party: (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) opportunity for consultation with the terminating party prior to termination.

### 3. OWNERSHIP OF DOCUMENTS

All internal work papers, photographs, drawings, specifications, internal memoranda of any kind and any written or graphic material of any nature produced for this project in connection with the ENGINEER'S performance of service shall be and shall remain at the conclusion or termination of this Agreement, the property of the ENGINEER and may not be used for any purpose by the OWNER and other public or private entities without written permission from the ENGINEER. The OWNER may utilize the drawings and specifications without restriction.

### SECTION G – OTHER GENERAL & LOCAL PROVISIONS

1. This agreement, the documents attached hereto, and the work produced pursuant to this agreement constitute the entire agreement between the parties. As such this is an integrated agreement and shall be interpreted based on the language contained within the agreement. No prior written or oral representations shall be binding on either party. This agreement may be amended only by change order that is reduced to writing and is duly approved by the City Council and the designated officials for the consultant.

2. This agreement is subject to the laws of the State of Utah. In the case of court action jurisdiction is vested solely in the District courts for the State of Utah and venue is vested in the 5<sup>th</sup> Judicial District Court in and for Iron County.

3. The ENGINEER shall document and verify the citizenship or immigration status of each employee. The ENGINEER shall use one of the electronic verification systems defined in UCA §63-99a-103. In all contracts with subcontractors, at any level, the ENGINEER shall require each subcontractor, at any level, to use an electronic verification system, as defined in UCA §63-99a-103, to verify the citizenship or immigration status of all employees. All subcontractors at any level shall be required to certify to the ENGINEER, by affidavit, that the subcontractor has verified through an electronic verification system the employment status of each new employee.

4. Schedule: The design of this project shall be completed such that it may be bid and constructed in conjunction with Project No. AIP 3-49-0005-28. Variations may occur dependent on construction contract completion and submittals.

January 16, 2014	Begin design
January 28, 2014	30% submittal to OWNER for Review
March 14, 2014	Design Complete, Plans & Specifications sent to OWNER and UDOT
April 1, 2014	Advertise for Bids
April 24, 2014	Bid Opening / Award of Contract
June 1, 2014	Begin Construction
July 30, 2014	Construction Complete
August 15, 2014	Final Inspection
September 19, 2014	Final Documents Submitted to UDOT & OWNER

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Maile L. Wilson, MAYOR  
Cedar City Corporation

[SEAL]

ATTEST:

\_\_\_\_\_  
Renon Savage, CITY RECORDER

STATE OF UTAH    )  
                          : Ss.  
COUNTY OF IRON )

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

\_\_\_\_\_  
NOTARY PUBLIC

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
K. Reed Noble, PRESIDENT  
Creamer & Noble, Inc.

[SEAL]

ATTEST:

\_\_\_\_\_  
D. James Snyder, VICE PRESIDENT

STATE OF UTAH                    )  
  : Ss.  
COUNTY OF WASHINGTON    )

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared K. Reed Noble, known to me to be the President of Creamer & Noble, Inc., and D. James Snyder known to me to be the Vice President of Creamer & Noble, Inc., and acknowledged to me that he the said K. Reed Noble and he the said D. James Snyder executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

\_\_\_\_\_  
James A. Jackson, NOTARY PUBLIC

APPENDIX A

CEDAR CITY REGIONAL AIRPORT  
RUNWAY 8/26 REHABILITATION

CONSTRUCTION MANAGEMENT  
MAN-HOUR & EXPENSE SUMMARY

LABOR:

Principal	8 Hrs. @	\$62.50	\$500.00
Project Manager	16 Hrs. @	\$35.70	571.20
Project Engineer	40 Hrs. @	\$41.50	1,660.00
Resident Engineer	120 Hrs. @	\$40.00	4,800.00
Engineer Technician	8 Hrs. @	\$24.00	192.00
Secretary	24 Hrs. @	\$18.50	<u>444.00</u>
			\$8,167.00

OVERHEAD:

\$8,167.20 x 1.80	\$14,701.00
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DIRECT EXPENSES:

Mileage	2,000 Miles @	\$0.55	\$1,100.00
Copies			500.00
Materials Testing			3,600.00
Other			<u>432.00</u>
			\$5,632.00

FIXED FEE:

\$4,200.00

**PROJECT TOTAL:**

**\$32,700.00**



**CEDAR CITY COUNCIL**  
**AGENDA ITEM 9**

**DECISION PAPER**

**TO:** Mayor and City Council

**FROM:** Russ Volk

**DATE:** January 8, 2014

**SUBJECT:** Contract between Cedar City Corp and Creamer & Noble Inc.  
(FAA Project)

**RECOMMENDATION:** Consider contract to Creamer & Noble Engineers and authorize Mayor to sign contract

**DISCUSSION:** The Federal Aviation Administration is providing a grant for Airport Improvement Projects to accomplish asphalt replacement of the airport helipad, installation of an airfield lighting emergency backup generator, installation of new perimeter fence around emergency generator and moving the segmented circle and windsock.

Per FAA guidelines, Creamer & Noble, Inc, the airport consultation, will be providing engineering services for this project. The FAA has approved the planned fee for the engineering services.

The attached contract is presented to the City Council for consideration of the services which will be accomplished by Creamer & Noble.

Scope of services includes:

- Provide project layout maps
- Prepare cost estimates
- Complete detailed design and drawings, specifications
- Complete contract documents of work items
- Make final cost estimate
- Provide information to bidders
- Prepare addenda, if necessary
- Attend bid openings and tabulate bid proposals
- Make recommendation to city for awarding of contracts

Conduct pre-construction conference  
Furnish engineering oversight and resident observation  
Review and recommend approval of estimates for progress  
Review and recommend approval for final payments  
Make final inspection of all construction efforts

Request the City Council consider acceptance of the contract, and  
allow the Mayor to sign the contract.

**CONTRACT FOR ENGINEERING SERVICES  
BETWEEN CEDAR CITY CORPORATION AND  
CREAMER & NOBLE, INC.  
A.I.P. NO. 3-49-0005-28**

THIS AGREEMENT is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Cedar City Corporation, hereinafter referred to as the OWNER, and Creamer & Noble, Inc., hereinafter referred to as the ENGINEER.

SECTION A – GENERAL

WHEREAS, the OWNER intends to construct an Airport Improvement Project at the Cedar City Regional Airport, Cedar City, Iron County, State of Utah; and,

WHEREAS, the proposed project consists of the rehabilitation of the helipad, relocation of the segmented circle, installation of an emergency generator for airfield lighting, installation of security fencing around the electrical vault, and infield grading; and,

WHEREAS, the OWNER recognizes the ENGINEER as qualified and desires to contract with the ENGINEER to perform the design and construction engineering services for the project.

NOW THEREFORE, that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed to the terms and conditions described herein.

SECTION B – PRELIMINARY AND DESIGN ENGINEERING SERVICES

The ENGINEER shall furnish preliminary and design engineering services as follows:

1. The ENGINEER shall assist in establishing project parameters for the A.I.P. project in conjunction with the Federal Aviation Administration (FAA) and the OWNER.
2. The ENGINEER will perform preliminary engineering investigations, provide project layout maps, and will prepare a number of preliminary cost estimates for alternative designs requested by FAA for the project.
3. The ENGINEER shall prepare the application for funding to be submitted to the Federal Aviation Administration.
4. The ENGINEER shall assist the OWNER in setting a Disadvantaged Business Enterprise (DBE) participation goal for the project.
5. The ENGINEER shall assist the OWNER in Title VI Equal Opportunity compliance.

6. The ENGINEER will prepare and submit to FAA a design report for all phases of work.

7. The ENGINEER shall complete the detailed design and detailed drawings, specifications, and contract documents of the work items and shall make a final cost estimate based on the final design.

8. The ENGINEER agrees to submit said plans and specifications to FAA and the OWNER for approval. Modifications as directed by FAA and approved by the OWNER shall be incorporated into the plans and specifications.

9. Prior to the advertisement for bids, the ENGINEER will provide not to exceed 5 copies of detailed drawings, specifications, and contract documents for use of the OWNER and the appropriate Federal, State, and Local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included as a direct cost in the basic compensation paid to the ENGINEER.

10. The ENGINEER will furnish additional copies of the drawings, specifications, and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge for such copies. Upon award of the contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications, and contract documents for execution. The costs of these sets shall also be included as a direct cost in the preliminary and design compensation paid to the ENGINEER.

11. The ENGINEER shall conduct a pre-bid site tour to familiarize prospective bidders with the project.

#### SECTION C – CONSTRUCTION OBSERVATION & ADMINISTRATION SERVICES

The ENGINEER shall provide project construction observation and construction administration services for the construction of the proposed facilities as follows:

1. The ENGINEER will be available to provide information to bidders and to prepare addenda, if necessary, to clarify the requirements of the work to be performed.

2. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, and make the recommendations for awarding the contracts for construction.

3. The ENGINEER will, in conjunction with the OWNER, conduct the pre-construction conference with the selected contractor.

4. The ENGINEER will review necessary shop and working drawings, furnished by the Contractor, for conformance with the project design intent.

5. The ENGINEER will provide bench marks and identify work boundaries required by the Contractor to construct the project. All construction staking shall be the responsibility of the Contractor.

6. The ENGINEER will furnish engineering oversight, materials acceptance testing as defined by FAA and full time resident observation as necessary for the project. The ENGINEER will keep the OWNER informed of the progress and conformance of the work with the contract documents. Change Orders and Supplemental Agreements as recommended by the ENGINEER will be approved by the OWNER and the FAA.

7. The ENGINEER will provide contract administration services for the project and will also perform administrative services as pertaining to the Federal Aviation Administration and the Utah State Department of Transportation Aeronautics Division requirements.

8. The ENGINEER will review and recommend approval of estimates for progress and final payments to the Airport Manager for final approval. Approvals shall consider accuracy of payment requests as well as acceptability of work being paid for and progress of the work.

9. The ENGINEER will make a final engineering review of the construction and shall prepare and submit to the FAA a final engineering report.

10. The ENGINEER will provide the OWNER with one set of reproducible construction record drawings and a CD containing electronic copies of the same in .pdf and CAD format. Said drawings indicate the nature and location of work reported by the Contractor.

11. The ENGINEER will prepare notices and advertisements of final payments if required by State or Federal statutes.

12. The ENGINEER will be available to furnish engineering service and consultation necessary to correct all unforeseen project operating difficulties for a period of 1 year after the date of final review and acceptance of the facility by the OWNER. Such consultation and advice shall be furnished without additional charge except for travel and authorized subsistence costs.

#### SECTION D – COMPENSATION

The OWNER agrees to compensate the ENGINEER for engineering services as follows:

1. For preliminary and design engineering services specified in Section B, the ENGINEER shall be paid a lump sum of Sixty-Nine Thousand Eight Hundred and No/100 Dollars (\$69,800.00).

2. The OWNER agrees to compensate the ENGINEER for construction observation, compliance testing and administration services as outlined in Section C for the actual allowable cost plus a fixed fee. The actual cost includes direct salary cost, indirect costs, including payroll additives, and direct non-salary costs as outlined below:

(a) The direct salary cost is the actual salary expense excluding payroll additives for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this agreement. The direct salary costs are estimated to be approximately Twenty-Nine Thousand Three Hundred Seventy-Six and No/100 Dollars (\$29,376.00) as set forth in the attached consultant man-hour and cost estimate breakdown.

(b) The indirect labor costs including payroll additives are estimated as 180.0 percent of the direct salary cost. The additive and indirect cost rates are based on currently available accounting information, and shall be used for all progress payments. This percentage may be adjusted on the final payment in compliance with an audited rate over the project time period.

(c) The direct non-salary costs are those costs directly incurred in fulfilling the terms of this agreement, including but not limited to travel, reproduction, telephone, per-diem, equipment rental, supplies, and fees of outside consultants. The direct non-salary costs are estimated to be approximately Sixteen Thousand One Hundred Forty-Seven and No/100 Dollars (\$16,147.00) as set forth in the consultant man-hour and cost estimate summary in Appendix A.

(d) The fixed fee which represents the consultant's profit and allowable expenses shall be Fourteen Thousand Seven Hundred and No/100 Dollars (\$14,700.00). The fixed payment will be prorated and paid regularly in proportion to the work performed as reflected by the periodic invoices, that is, on the same ratio as the invoice costs bear to the originally estimated total for consultant's actual costs which is the maximum account payable minus the fixed payment. Any portion of the fixed payment not previously paid in the periodic payments will be covered in the final payment.

(e) Without a change order approved prior to additional costs being incurred, the total cost of construction engineering, surveying, observation, monitoring of contractor provided materials testing and administration shall not exceed One Hundred Twelve Thousand Four Hundred and No/100 Dollars (\$113,100.00).

3. In the event that the ENGINEER determines additional costs for design, construction observation and administration will be required, either as a result of changes requested by the OWNER and/or FAA, or increased contract time or unanticipated construction problems, he shall advise the OWNER and FAA and shall not incur such additional costs except upon prior written approval by the OWNER.

4. Payment for construction observation, materials acceptance testing, and administration services will be made on a monthly basis. The ENGINEER will render to the OWNER for such services an itemized bill, separate from any other billing, at the end of each month, the same to be due and payable by OWNER to the ENGINEER on or before the 20<sup>th</sup> day of the following month.

## SECTION E – GENERAL LIABILITY

The ENGINEER agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect him and the OWNER from claims under the Workman's Compensation Act, and the ENGINEER shall hold the OWNER harmless for all claims for bodily injury, death, or property damage which are attributable to the negligent performance of duties specified in this agreement as they apply to the ENGINEER. Likewise, the OWNER shall hold the ENGINEER harmless for the bodily injury, death, or property damage which may arise from the negligent performance by employees or agents of the OWNER or actions taken by said agents or employees without proper consultation with the ENGINEER. The ENGINEER shall also carry general liability insurance in the amount of \$2,000,000 per occurrence. Owner named as additionally insured.

## SECTION F – SPECIAL CONDITIONS / FEDERAL CONTRACT PROVISIONS

### **ACCESS TO RECORDS AND REPORTS**

The ENGINEER must maintain an acceptable cost accounting system. The ENGINEER agrees to provide the OWNER, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives' access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The ENGINEER agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the ENGINEER or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **GENERAL CIVIL RIGHTS PROVISIONS**

The ENGINEER agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the ENGINEERs from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport OWNER or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport OWNER or any transferee retains ownership or possession of the property.

### **CIVIL RIGHTS – TITLE VI ASSURANCES.**

#### **Title VI Solicitation Notice:**

The Cedar City Corporation, 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 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.

#### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the “ENGINEER”) agrees as follows:

1. Compliance with Regulations: The ENGINEER (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The ENGINEER, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The ENGINEER will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurements of materials, or leases of

equipment, each potential subcontractor or supplier will be notified by the ENGINEER of the ENGINEER's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The ENGINEER will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a ENGINEER is in the exclusive possession of another who fails or refuses to furnish the information, the ENGINEER will so certify to the OWNER or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a ENGINEER's noncompliance with the Non-discrimination provisions of this contract, the OWNER will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the ENGINEER under the contract until the ENGINEER complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The ENGINEER will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The ENGINEER will take action with respect to any subcontract or procurement as the OWNER or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the ENGINEER becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the ENGINEER may request the OWNER to enter into any litigation to protect the interests of the OWNER. In addition, the ENGINEER may request the United States to enter into the litigation to protect the interests of the United States.

#### **TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES**

During the performance of this contract, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the "ENGINEER") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. 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);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and ENGINEERS, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## CLEAN AIR AND WATER POLLUTION CONTROL

ENGINEERS and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the ENGINEER or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

### CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements. No ENGINEER or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the ENGINEER and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such ENGINEER and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any

monies payable on account of work performed by the ENGINEER or subcontractor under any such contract or any other Federal contract with the same prime ENGINEER, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime ENGINEER, such sums as may be determined to be necessary to satisfy any liabilities of such ENGINEER or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors. The ENGINEER or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime ENGINEER shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

**CERTIFICATE REGARDING DEBARMENT AND SUSPENSION  
(BIDDER OR OFFEROR)**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION  
(SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

**DISADVANTAGED BUSINESS ENTERPRISES**

1. Contract Assurance (§ 26.13). The ENGINEER or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the ENGINEER to carry out

these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

2. Prompt Payment (§26.29). The prime ENGINEER agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 45 days from the receipt of each payment the prime ENGINEER receives from the OWNER. The prime ENGINEER agrees further to return retainage payments to each subcontractor within 45 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER. This clause applies to both DBE and non-DBE subcontractors.

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

The United States Department of Labor Wage and Hour Division can provide information regarding any specific clauses or assurances pertaining to the FLSA required to be inserted in solicitations, contracts or subcontracts.

#### **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

OSHA can provide information regarding any specific clauses or assurances pertaining to the Occupational Safety and Health Act of 1970 required to be inserted in solicitations, contracts or subcontracts.

### RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the OWNER of the Federal grant under which this contract is executed.

### TERMINATION OF CONTRACT

1. The OWNER may, by written notice, terminate this contract in whole or in part at any time, either for the OWNER's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the OWNER.

2. If the termination is for the convenience of the OWNER, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the ENGINEER's obligations, the OWNER may take over the work and prosecute the same to completion by contract or otherwise. In such case, the ENGINEER is liable to the OWNER for any additional cost occasioned to the OWNER thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the ENGINEER had not so failed, the termination will be deemed to have been effected for the convenience of the OWNER. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

6. Under paragraph 1 and 2 above, the termination party shall give the other party: (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) opportunity for consultation with the terminating party prior to termination.

7. Under paragraph 1 and 2 above, the termination party shall give the other party: (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) opportunity for consultation with the terminating party prior to termination.

## TRADE RESTRICTION CLAUSE

The ENGINEER or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a ENGINEER or subcontractor who is unable to certify to the above. If the ENGINEER knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the OWNER cancellation of the contract at no cost to the Government.

Further, the ENGINEER agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The ENGINEER may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The ENGINEER shall provide immediate written notice to the OWNER if the ENGINEER learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the ENGINEER if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the OWNER cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a ENGINEER is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

### SECTION G – OTHER GENERAL & LOCAL PROVISIONS

1. This agreement, the documents attached hereto, and the work produced pursuant to this agreement constitute the entire agreement between the parties. As such this is an integrated agreement and shall be interpreted based on the language contained within the agreement. No prior written or oral representations shall be binding on either party. This agreement may be amended only by change order that is reduced to writing and is duly approved by the City Council and the designated officials for the consultant.

2. This agreement is subject to the laws of the State of Utah. In the case of court action jurisdiction is vested solely in the District courts for the State of Utah and venue is vested in the 5<sup>th</sup> Judicial District Court in and for Iron County.

3. The ENGINEER shall document and verify the citizenship or immigration status of each employee. The ENGINEER shall use one of the electronic verification systems defined in UCA §63-99a-103. In all contracts with subcontractors, at any level, the ENGINEER shall require each subcontractor, at any level, to use an electronic verification system, as defined in UCA §63-99a-103, to verify the citizenship or immigration status of all employees. All subcontractors at any level shall be required to certify to the ENGINEER, by affidavit, that the subcontractor has verified through an electronic verification system the employment status of each new employee.

4. Schedule: The following schedule shall be followed during the course of this project. Variations may occur dependent on construction contract completion and submittals.

January 16, 2014	Begin design
January 28, 2014	30% submittal to OWNER for Review
March 14, 2014	Design Complete, Plans & Specifications sent to OWNER, and FAA
April 1, 2014	Advertise for Bids
April 24, 2014	Bid Opening / Award of Contract
June 1, 2014	Begin Construction
July 30, 2014	Construction Complete
August 15, 2014	Final Inspection
September 19, 2014	Final Documents Submitted to OWNER, UDOT, & FAA

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Maile L. Wilson, MAYOR  
Cedar City Corporation

[SEAL]

ATTEST:

\_\_\_\_\_  
Renon Savage, CITY RECORDER

STATE OF UTAH    )  
                              : Ss.  
COUNTY OF IRON )

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

\_\_\_\_\_  
NOTARY PUBLIC

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
K. Reed Noble, PRESIDENT  
Creamer & Noble, Inc.

[SEAL]

ATTEST:

\_\_\_\_\_  
D. James Snyder, VICE PRESIDENT

STATE OF UTAH                    )  
  : Ss.  
COUNTY OF WASHINGTON    )

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared K. Reed Noble, known to me to be the President of Creamer & Noble, Inc., and D. James Snyder known to me to be the Vice President of Creamer & Noble, Inc., and acknowledged to me that he the said K. Reed Noble and he the said D. James Snyder executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

\_\_\_\_\_  
James A. Jackson, NOTARY PUBLIC

APPENDIX A

CEDAR CITY REGIONAL AIRPORT  
A.I.P. NO. 3-49-0005-28  
CONSTRUCTION MANAGEMENT LABOR & EXPENSE SUMMARY

Labor:

Principal	40.0 Hrs. @	\$62.50	\$ 2,500.00
Project Manager	80.0 Hrs. @	\$35.70	2,856.00
Project Engineer	120.0 Hrs. @	\$41.50	4,980.00
Resident Engineer	340.0 Hrs. @	\$40.00	13,600.00
Engineer Technician	40.0 Hrs. @	\$24.00	960.00
Survey Crew	60.0 Hrs. @	\$50.00	3,000.00
Secretary	80.0 Hrs. @	\$18.50	<u>1,480.00</u>

Total Labor Costs: \$29,376.00

Overhead:

\$29,376.00 x 1.8 \$52,877.00

Direct Expenses

Mileage	8,000 Miles @	\$0.56	\$ 4,480.00
Copies			1,000.00
Per Diem	5 Man/Days @	\$100.00	500.00
Materials Testing			6,000.00
Electrical Consultant			2,600.00
Other Direct Costs			<u>1,567.00</u>

Total Direct Expenses: \$16,147.00

Total Cost: \$98,400.00

Fixed Fee

\$14,700.00

**PROJECT TOTAL: \$113,100.00**



**CEDAR CITY COUNCIL  
AGENDA ITEM 10**

**DECISION PAPER**

**TO:** Mayor and City Council

**FROM:** Russ Volk

**DATE:** January 8, 2014

**SUBJECT:** Contract between Cedar City Corp and Creamer & Noble Inc. (SyberJet Project)

**RECOMMENDATION:** Consider contract to Creamer & Noble Engineers and authorize Mayor to sign contract

**DISCUSSION:** The U.S. Economic Development Agency is providing a grant for construction of a taxilane connecting property owned by MSC Aerospace on Aviation Way with airport Taxiway D. This new taxilane will provide MSC Aerospace the ability to move SyberJet airplanes from their Aviation Way facility to the airport for flight test and delivery.

Creamer & Noble, Inc, the airport consultation, will be providing engineering services for this project. U.S. EDA has approved the planned fee for the engineering services.

The attached contract is presented to the City Council for consideration of the services which will be accomplished by Creamer & Noble.

Scope of services includes:

- Provide project layout maps
- Prepare cost estimates
- Complete detailed design and drawings, specifications
- Complete contract documents of work items
- Make final cost estimate
- Provide information to bidders
- Prepare addenda, if necessary
- Attend bid openings and tabulate bid proposals
- Make recommendation to city for awarding of contracts
- Conduct pre-construction conference

Furnish engineering oversight and resident observation  
Review and recommend approval of estimates for progress  
Review and recommend approval for final payments  
Make final inspection of all construction efforts

Request the City Council consider acceptance of the contract, and  
allow the Mayor to sign the contract.

**CONTRACT FOR ENGINEERING SERVICES  
BETWEEN CEDAR CITY CORPORATION AND  
CREAMER & NOBLE, INC.  
SYBERJET TAXILANE  
EDA PROJECT NO. 05-79-05480**

THIS AGREEMENT is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Cedar City Corporation, hereinafter referred to as the OWNER, and Creamer & Noble, Inc., hereinafter referred to as the ENGINEER.

SECTION A – GENERAL

WHEREAS, the OWNER intends to construct an Airport Improvement Project at the Cedar City Regional Airport, Cedar City, Iron County, State of Utah; and,

WHEREAS, the proposed project consists of the construction of a 50 foot wide taxilane approximately 775 feet in length that will provide access to the airport surfaces from the SyberJet site, together with lighting, fencing and other such facilities as required; and,

WHEREAS, the construction of the project will also require a large drainage structure comparable to upstream facilities already in place for the passage of anticipated drainage flows; and,

WHEREAS, project financing has been secured through Cedar City Corporation, The Governor's Office of Economic Development, and the US Department of Commerce Economic Development Administration (EDA);

WHEREAS, the OWNER recognizes the ENGINEER as qualified and desires to contract with the ENGINEER to perform the design and construction engineering services for the project.

NOW THEREFORE, that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed to the terms and conditions described herein.

SECTION B – PRELIMINARY AND DESIGN ENGINEERING SERVICES

The ENGINEER shall furnish preliminary and design engineering services as follows:

1. The ENGINEER shall assist in establishing project parameters for the project in conjunction with the OWNER.

2. The ENGINEER will perform preliminary engineering investigations, provide project layout maps, and will prepare a number of preliminary cost estimates for alternative designs requested by the OWNER for the project

3. The ENGINEER shall assist the OWNER in Title VI Equal Opportunity compliance.
4. The ENGINEER will prepare and submit a design report for all phases of work.
5. The ENGINEER shall complete the detailed design and detailed drawings, specifications, and contract documents of the work items and shall make a final cost estimate based on the final design.
6. The ENGINEER agrees to submit said plans and specifications to the OWNER, EDA, FAA and others as directed for approval. Modifications approved by the OWNER shall be incorporated into the plans and specifications.
7. Prior to the advertisement for bids, the ENGINEER will provide not to exceed 5 copies of detailed drawings, specifications, and contract documents for use of the OWNER and the appropriate Federal, State, and Local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included as a direct cost in the basic compensation paid to the ENGINEER.
8. The ENGINEER will furnish additional copies of the drawings, specifications, and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge for such copies. Upon award of the contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications, and contract documents for execution. The costs of these sets shall also be included as a direct cost in the preliminary and design compensation paid to the ENGINEER.
9. The ENGINEER shall conduct a pre-bid site tour to familiarize prospective bidders with the project.

#### SECTION C – CONSTRUCTION OBSERVATION & ADMINISTRATION SERVICES

The ENGINEER shall provide project construction observation and construction administration services for the construction of the proposed facilities as follows:

1. The ENGINEER will be available to provide information to bidders and to prepare addenda, if necessary, to clarify the requirements of the work to be performed.
2. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, and make the recommendations for awarding the contracts for construction.
3. The ENGINEER will, in conjunction with the OWNER, conduct the pre-construction conference with the selected contractor.
4. The ENGINEER will review necessary shop and working drawings, furnished by the Contractor, for conformance with the project design intent.

5. The ENGINEER will provide bench marks and identify work boundaries required by the Contractor to construct the project. All construction staking shall be the responsibility of the Contractor.

6. The ENGINEER will furnish engineering oversight, materials acceptance testing and full time resident observation as for the project. The ENGINEER will keep the OWNER informed of the progress and conformance of the work with the contract documents.

7. The ENGINEER will provide contract administration services for the project and will also perform administrative services as pertaining to the EDA.

8. The ENGINEER will review and recommend approval of estimates for progress and final payments to the Airport Manager for final approval. Approvals shall consider accuracy of payment requests as well as acceptability of work being paid for and progress of the work.

9. The ENGINEER will make a final engineering review of the construction and shall prepare and submit to the EDA a final engineering report.

10. The ENGINEER will provide the OWNER with one set of reproducible construction record drawings and a CD containing electronic copies of the same in pdf and CAD format. Said drawings indicate the nature and location of work reported by the Contractor.

11. The ENGINEER will prepare notices and advertisements of final payments if required by State or Federal statutes.

12. The ENGINEER will be available to furnish engineering service and consultation necessary to correct all unforeseen project operating difficulties for a period of 1 year after the date of final review and acceptance of the facility by the OWNER. Such consultation and advice shall be furnished without additional charge except for travel and authorized subsistence costs.

13. The Engineer will submit a report not less frequently than quarterly to the Recipient covering the general progress of the job and describing any problems or factors contributing to delay.

#### SECTION D – COMPENSATION

The OWNER agrees to compensate the ENGINEER for engineering services as follows:

1. For preliminary and design engineering services specified in Section B, the ENGINEER shall be paid a lump sum of One Hundred Twelve Thousand and No/100 Dollars (\$112,000.00).

2. The OWNER agrees to compensate the ENGINEER for construction observation, compliance testing and administration services as outlined in Section C for the actual allowable

cost plus a fixed fee. The actual cost includes direct salary cost, indirect costs, including payroll additives, and direct non-salary costs as outlined below:

(a) The direct salary cost is the actual salary expense excluding payroll additives for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this agreement. The direct salary costs are estimated to be approximately Twenty-three Thousand Sixty-Two and No/100 Dollars (\$23,062.00) as set forth in the attached consultant man-hour and cost estimate breakdown.

(b) The indirect labor costs including payroll additives are estimated as 180.0 percent of the direct salary cost. The additive and indirect cost rates are based on currently available accounting information, and shall be used for all progress payments. This percentage may be adjusted on the final payment in compliance with an audited rate over the project time period.

(c) The direct non-salary costs are those costs directly incurred in fulfilling the terms of this agreement, including but not limited to travel, reproduction, telephone, per-diem, equipment rental, supplies, and fees of outside consultants. The direct non-salary costs are estimated to be approximately Thirteen Thousand Seven Hundred Twenty-Six and no/100 Dollars (\$13,726.00) as set forth in the man-hour and expense summary in Appendix A.

(d) The fixed fee which represents the consultant's profit and allowable expenses shall be Eleven Thousand Seven Hundred and No/100 Dollars (\$11,700.00). The fixed payment will be prorated and paid regularly in proportion to the work performed as reflected by the periodic invoices, that is, on the same ratio as the invoice costs bear to the originally estimated total for consultant's actual costs which is the maximum account payable minus the fixed payment. Any portion of the fixed payment not previously paid in the periodic payments will be covered in the final payment.

(e) Barring any unforeseen circumstances, the total cost of construction surveying, observation, monitoring of contractor provided materials testing and administration shall not exceed Ninety Thousand and No/100 Dollars (\$90,000.00).

3. In the event that the ENGINEER determines additional costs for design, construction observation and administration will be required, either as a result of changes requested by the OWNER and/or FAA, or increased contract time or unanticipated construction problems, he shall advise the OWNER and EDA and shall not incur such additional costs except upon prior written approval by the OWNER.

4. Payment for construction observation, materials acceptance testing, and administration services will be made on a monthly basis. The ENGINEER will render to the OWNER for such services an itemized bill, separate from any other billing, at the end of each month, the same to be due and payable by OWNER to the ENGINEER on or before the 20<sup>th</sup> day of the following month.

## SECTION E – EDA FINANCING REQUIREMENTS

The ENGINEER shall comply with the following:

a. Federal Funds. This project will be partially funded with Federal funds from the U.S. Department of Commerce, Economic Development Agency (EDA) and therefore is subject to Federal laws and regulations associated with that program (EDA Project No. 05-79-05480).

b. Clean Air Act and the Clean Water Act. If the amount of this contract or any subcontract exceeds \$100,000, the Engineer agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

c. Access to and Retention of Records. The Owner, EDA, the Controller General of the United States, the inspector General of the Department of Commerce, or any of their duly authorized representatives, shall have access to any documents, books, papers, and records of the Engineer (which are directly pertinent to this contract) for the purpose of making an audit, examination, excerpts, and transcriptions. The Engineer shall maintain all required records for at least three years after the Owner makes final payment and all pending matters are closed.

## SECTION F – GENERAL LIABILITY

The ENGINEER agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect him and the OWNER from claims under the Workman's Compensation Act, and the ENGINEER shall hold the OWNER harmless for all claims for bodily injury, death, or property damage which are attributable to the negligent performance of duties specified in this agreement as they apply to the ENGINEER. Likewise, the OWNER shall hold the ENGINEER harmless for the bodily injury, death, or property damage which may arise from the negligent performance by employees or agents of the OWNER or actions taken by said agents or employees without proper consultation with the ENGINEER. The ENGINEER shall also carry general liability insurance in the amount of \$2,000,000 per occurrence. Owner named as additionally insured.

## SECTION G – TERMINATION OF CONTRACT

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party: Provided that no such termination may be effected unless the other party is given, (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) opportunity for consultation with the terminating party prior to termination.

- b. The Agreement may be terminated in whole or in part in writing by the OWNER for its convenience: Provided that such termination is for good cause (such as for legal or financial reasons, major changes in the work or program requirements, initiation of a new step) and that the ENGINEER is given, (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) or intent to terminate, and (2) opportunity for consultation with the terminating party prior to termination.
- c. If termination for default or breach of contract is effected by the ENGINEER, an equitable adjustment for work satisfactory and acceptable to the OWNER in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the ENGINEER'S default. If termination for default or breach of contract is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.
- d. Upon receipt of a termination action pursuant to paragraphs a. or b. above, the ENGINEER shall, (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.
- e. Upon termination pursuant to paragraphs a. or b. above, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work taken over by the OWNER will hold harmless the ENGINEER from all claims and damages arising out of improper use of the ENGINEER'S work.
- f. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph b. of this clause.

#### SECTION H – OTHER GENERAL & LOCAL PROVISIONS

1. This agreement, the documents attached hereto, and the work produced pursuant to this agreement constitute the entire agreement between the parties. As such this is an integrated agreement and shall be interpreted based on the language contained within the agreement. No prior written or oral representations shall be binding on either party. This agreement may be

amended only by change order that is reduced to writing and is duly approved by the City Council and the designated officials for the consultant.

2. This agreement is subject to the laws of the State of Utah. In the case of court action jurisdiction is vested solely in the District courts for the State of Utah and venue is vested in the 5<sup>th</sup> Judicial District Court in and for Iron County.

3. The ENGINEER shall document and verify the citizenship or immigration status of each employee. The ENGINEER shall use one of the electronic verification systems defined in UCA §63-99a-103. In all contracts with subcontractors, at any level, the ENGINEER shall require each subcontractor, at any level, to use an electronic verification system, as defined in UCA §63-99a-103, to verify the citizenship or immigration status of all employees. All subcontractors at any level shall be required to certify to the ENGINEER, by affidavit, that the subcontractor has verified through an electronic verification system the employment status of each new employee.

4. Schedule: The following schedule shall be followed during the course of this project. Variations may occur dependent on construction contract completion and submittals.

January 16, 2014	Begin design
January 28, 2014	30% submittal to OWNER for Review
March 7, 2014	Design Complete, Plans & Specifications sent to OWNER for EDA submission
April 1, 2014	Advertise for Bids
May 1, 2014	Bid Opening/Award of Contract
June 2, 2014	Begin Construction
July 18, 2014	Construction Complete
August 1, 2014	Final Inspection
September 19, 2014	Final Documents Submitted to OWNER

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Maile L. Wilson, MAYOR  
Cedar City Corporation

[SEAL]

ATTEST:

\_\_\_\_\_  
Renon Savage, CITY RECORDER

STATE OF UTAH    )  
                          : Ss.  
COUNTY OF IRON )

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

\_\_\_\_\_  
NOTARY PUBLIC



APPENDIX A

CEDAR CITY REGIONAL AIRPORT  
SYBERJET TAXIWAY  
CONSTRUCTION OBSERVATION AND ADMINISTRATION SUMMARY

Direct Salary Costs:

Principal	24.0 Hrs. @	\$62.50	\$	1500.00
Project Manager	60.0 Hrs. @	\$35.70		2142.00
Project Engineer	80.0 Hrs. @	\$41.50		3320.00
Resident Engineer	360.0 Hrs. @	\$40.00		14,400.00
Engineer Technician	40.0 Hrs. @	\$24.00		960.00
Secretary	40.0 Hrs. @	\$18.50		<u>740.00</u>

Total Direct Labor Costs: \$23,062.00

Indirect Labor:

\$23,062.00 x 1.8 \$41,512.00

Direct Non-Salary Expenses

Mileage	6,000 Miles @	\$0.56	\$	3360.00
Materials Testing				8,600.00
Copy Expense				500.00
Per Diem				400.00
Other Direct Costs				<u>866.00</u>

Total Direct Expenses: \$13,726.00

TOTAL PROJECT COST: \$78,300.00

Fixed Fee:

\$11,700.00

**PROJECT TOTAL: \$90,000.00**

**CEDAR CITY COUNCIL  
AGENDA ITEM 11**

**DECISION PAPER**

**TO:** Mayor and City Council

**FROM:** Russ Volk

**DATE:** January 8, 2014

**SUBJECT:** FAA Airport Improvement Project AIP-28 Grant Application for Federal Assistance

**RECOMMENDATION:** Recommend review of Grant Application for Federal Assistance and authorization for Mayor to sign application

**DISCUSSION:** The Federal Aviation Administration is providing a grant of \$1,000,000 for Airport Improvement Projects to accomplish asphalt replacement of the airport helipad, installation of an airfield lighting emergency backup generator, installation of new perimeter fence around emergency generator and moving the segmented circle and windsock.

Application for the grant obligates Cedar City Corp for 5% of the total grant or \$52,632.00. The current FY 2013/2014 airport budget contains the funds necessary to cover the cities cost share.



<b>Application for Federal Assistance SF-424</b>	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision *Other (Specify) _____	
*3. Date Received: _____ 4. Applicant Identifier: A.I.P. No. 3-49-0005-28	
5a. Federal Entity Identifier: _____ *5b. Federal Award Identifier: _____	
<b>State Use Only:</b>	
6. Date Received by State: _____ 7. State Application Identifier: _____	
<b>8. APPLICANT INFORMATION:</b>	
*a. Legal Name: <b>Cedar City Corporation</b>	
*b. Employer/Taxpayer Identification Number (EIN/TIN): #87-6000215	
*c. Organizational DUNS: #073013153	
<b>d. Address:</b>	
*Street 1: <u>10 North Main Street</u> Street 2: _____ *City: <u>Cedar City</u> County: <u>Iron</u> *State: <u>UT</u> Province: _____ *Country: <u>U.S.A.</u> *Zip / Postal Code <u>84720</u>	
<b>e. Organizational Unit:</b>	
Department Name: <u>Airport</u> Division Name: _____	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>	
Prefix: <u>Mr.</u> *First Name: <u>Russ</u> Middle Name: _____ *Last Name: <u>Volk</u> Suffix: _____	
Title: <u>Cedar City Regional Airport Manager</u>	
Organizational Affiliation: <u>N/A</u>	
*Telephone Number: (435) 867-9408 Fax Number: (435) 865-7051	
*Email: <u><a href="mailto:rvolk@cedarcity.org">rvolk@cedarcity.org</a></u>	

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

A. State Government

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**12. Funding Opportunity Number:**

Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Cedar City, Iron County, Utah

**\*15. Descriptive Title of Applicant's Project:**

Rehabilitate the helipad and a portion of the airfield lighting system.

**Attach supporting documents as specified in agency instructions.**

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
*a. Applicant: UT-002	*b. Program/Project: UT-002
<b>Attach an additional list of Program/Project Congressional Districts if needed.</b>	
N/A	
<b>17. Proposed Project:</b>	
*a. Start Date: January 2014	*b. End Date: October 2014
<b>18. Estimated Funding (\$):</b>	
*a. Federal	1,000,000.00
**Note Cedar City has been determined to be an Economically Depressed Area, therefore they will have a 95/5% match on the project.	
*b. Applicant	_____
*c. State	_____
*d. Local	52,632.00
*e. Other	_____
*f. Program Income	_____
*g. TOTAL	1,052,632.00
<b>*19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____.	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E. O. 12372	
<b>*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix: <u>Ms.</u>	*First Name: <u>Maile</u>
Middle Name: <u>L.</u>	
*Last Name: <u>Wilson</u>	
Suffix: _____	
*Title: Mayor	
*Telephone Number: (435) 586-2953	Fax Number: (435) 586-4362
* Email: <a href="mailto:mayorwilson@cedarcity.org">mayorwilson@cedarcity.org</a>	
*Signature of Authorized Representative:	*Date Signed:

**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

NONE

**PART II  
PROJECT APPROVAL INFORMATION  
SECTION A**

Item 1  
Does this assistance request require State, local, regional, or other priority rating? Name of Governing Body  
Priority

Yes  No

Item 2.  
Does this assistance request require State, local advisory, educational or health clearances? Name of Agency or Board  
(Attach Documentation)

Yes  No

Item 3  
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? (Attach Comments)  
  
(To be submitted under separate cover)

Yes  No

Item 4  
Does this assistance request require State, local, regional, or other planning approval? Name of Approving Agency  
Date

Yes  No

Item 5.  
Is the proposed project covered by an approved comprehensive plan? Check One: State   
Local   
Regional

Yes  No Location of plan **Airport Manager's Office**

Item 6.  
Will the assistance requested serve a Federal installation? Name of Federal Installation  
  
Federal Population benefiting from Project

Yes  No

Item 7  
Will the assistance requested be on Federal land or installation? Name of Federal Installation  
Location of Federal Land  
Percent of Project

Yes  No

Item 8  
Will the assistance requested have an impact or effect on the environment? See instructions for additional information to be provided.

Yes  No

Item 9.  
Will the assistance requested cause the displacement of individuals, families, businesses, or farms? Number of:  
Individuals  
Families  
Businesses  
Farms

Yes  No

Item 10.  
Is there other related Federal assistance on this project previous, pending, or anticipated? See instructions for additional information to be provided.

Yes  No

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

*Appropriate action, including the adoption of zoning laws, has been or will be taken to the extent reasonable to restrict the use of land next to or near the airport to uses that are compatible with normal airport operations.*

2. Defaults. – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

*-None-*

3. Possible Disabilities. – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

*-None-*

4. 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.

*This project is identified in the Airport Master Plan. The Airport Master Plan is consistent with Cedar City planning goals.*

5. Consideration of Local Interest. – It has given fair consideration to the interest of communities in or near where the project may be located.

*The project is to rehabilitate the helipad and portions of the airfield lighting.*

6. 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.

*The project has been proposed and approved by the Airport Board which represents the community, businesses, and users of the airport.*

7. 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.

*Not Applicable*

**PART II – SECTION C (CONTINUED)**

8. Air and Water Quality Standards. – In projects involving airport location, a major runway extension, or runway location, it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

*Not Applicable*

9. Exclusive Rights. – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

*Not Applicable*

10. Land. – (a) The sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

*Exhibit "A" has been previously submitted and is on file at the Federal Aviation Administration, Denver ADO.*

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

*-Not Applicable-*

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

*-Not Applicable-*

*\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

**PART III – BUDGET INFORMATION – CONSTRUCTION****SECTION A - GENERAL**1. Federal Domestic Assistance Catalog No. .... 20.106

2. Functional or Other Breakout..... \_\_\_\_\_

**SECTION B - CALCULATION OF FEDERAL GRANT**

COST CLASSIFICATION	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration Expense	\$	\$	\$ 20,000.00
2. Preliminary Expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			124,580.00
5. Other architectural engineering fees			
6. Project inspection fees			83,052.00
7. Land development			
8. Relocation Expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			825,000.00
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			1,052,632.00
15. Estimated Income (if applicable)			-0-
16. Net Project Amount (Line 14 minus 15)			1,052,632.00
17. Less: Ineligible Exclusions			-0-
18. Add: Contingencies			-0-
19. Total Project Amt. (Excluding Rehabilitation Grants)			1,052,632.00
20. Federal Share requested of Line 19			1,000,000.00
21. Add Rehabilitation Grants Requested (100 percent)			-0-
22. Total Federal grant requested (Lines 20 & 21)			1,000,000.00
23. Grantee share			52,632.00
24. Other shares			-0-
25. Total project (Lines 22, 23, & 24)	\$	\$	\$ 1,052,632.00

**SECTION C - EXCLUSIONS**

26. Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	\$	\$
b..		
c.		
d.		
e.		
f.		
g. <span style="float: right;">Totals</span>		

**SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

27. Grantee Share	\$	52,632.00
a. Securities		
b. Mortgages		
c. Appropriations (By Applicant)		52,632.00
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL – Grantee share		52,632.00
28. Other Shares		-0-
a. State		
b. Other		
c. Total Other Shares		-0-
29. TOTAL	\$	52,632.00

## SECTION E - REMARKS

### ENGINEER'S PRELIMINARY ESTIMATE

PROJECT: CEDAR CITY REGIONAL AIRPORT  
HELIPAD CONSTRUCTION & BACKUP GENERATOR  
OWNER: CEDAR CITY CORPORATION

PROJECT NO.: 3-49-0005-28  
DATE: NOVEMBER 2013

BID ITEM NO.	SPEC. SECTION	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	P-920	MOBILIZATION/DEMobilIZATION	LS	1	--	\$75,350.00
2	P-151	CLEARING & GRUBBING	AC	1.5	\$1,500.00	\$2,250.00
3	P-152	UNCLASSIFIED EXCAVATION	CY	6,900	\$15.00	\$103,500.00
4	P-154	SUBBASE COURSE	CY	2,800	\$35.00	\$98,000.00
5	P-209	CRUSHED AGGREGATE BASE COURSE	CY	2,500	\$35.00	\$87,500.00
6	P-401	BITUMINOUS SURFACE COURSE	TON	3,500	\$100.00	\$350,000.00
7	P-602	BITUMINOUS PRIME COAT	TON	15	\$1,500.00	\$22,500.00
8	P-603	BITUMINOUS TACK COAT	TON	7	\$1,500.00	\$10,500.00
9	P-620	RUNWAY AND TAXIWAY PAINTING	SF	2,200	\$2.00	\$4,400.00
11	F-162	7 FOOT CHAIN LINK FENCE	LF	120	\$25.00	\$3,000.00
12	F-162	10-FOOT SWING GATE	EA	1	\$3,000.00	\$3,000.00
13	L-108	RELOCATE WIND CONE & LDI	LS	1	\$10,000.00	\$10,000.00
14	L-109	BACKUP GENERATOR WITH PROPANE TANKS	LS	1	\$50,000.00	\$50,000.00
15	L-931	RETROREFLECTIVE MARKER	EA	20	\$250.00	\$5,000.00
<b>TOTAL CONSTRUCTION COST</b>						<b>\$825,000.00</b>
<b>DESIGN ENGINEERING AND CONSTRUCTION MANAGEMENT</b>						<b>\$207,632.00</b>
<b>PRAIRIE DOG OBSERVATION &amp; MANAGEMENT</b>						<b>\$2,500.00</b>
<b>TERMINAL BUILDING SECURITY CAMERAS</b>						<b>\$6,000.00</b>
<b>PAPI TRANSFORMERS</b>						<b>\$2,500.00</b>
<b>LIGHTED SIGN REPAIRS</b>						<b>\$4,000.00</b>
<b>ADMINISTRATIVE</b>						<b>\$5,000.00</b>
<b>TOTAL PROJECT COST</b>						<b>\$1,052,632.00</b>

### PART IV PROGRAM NARRATIVE (ATTACH-SEE INSTRUCTIONS)

**PART IV**  
**PROGRAM NARRATIVE**  
*(Suggested Format)*

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

**PROJECT:** Rehabilitate the helipad and a portion of the airfield lighting system.

**AIRPORT:** Cedar City Regional Airport

**1. Objective:** Cedar City Regional Airport is a Part 139 certificated airport. SkyWest Airlines currently provides air carrier service to Salt Lake City with three flights daily. Because of this Part 139 status, the airport should have a backup generator for the airfield lighting.

The objective of this project is to:

1. Provide emergency power to airfield lighting.
2. Move the helipads from the ROFA of Runway 8/26 and TOFA of Taxiway A1.
3. Reconstruct failed pavement of the helipad to reduce FOD on Runway 8/26 and Taxiway A1.
4. Relocate the current Windcone and LDI out of the helipad area for safety.

**2. Benefits Anticipated:** By providing a backup generator the airfield will be operational in times of loss of electrical power. This loss of electrical power could occur as a result of a natural disaster, or weather related events. The relocation and rehabilitation of the helipad will provide additional usable parking spots for large and small helicopters when the CDC fire base is active. It will also reduce the damage to aircraft using Runway 8/26 and Taxiway A1 from FOD generated by the operating helicopters.

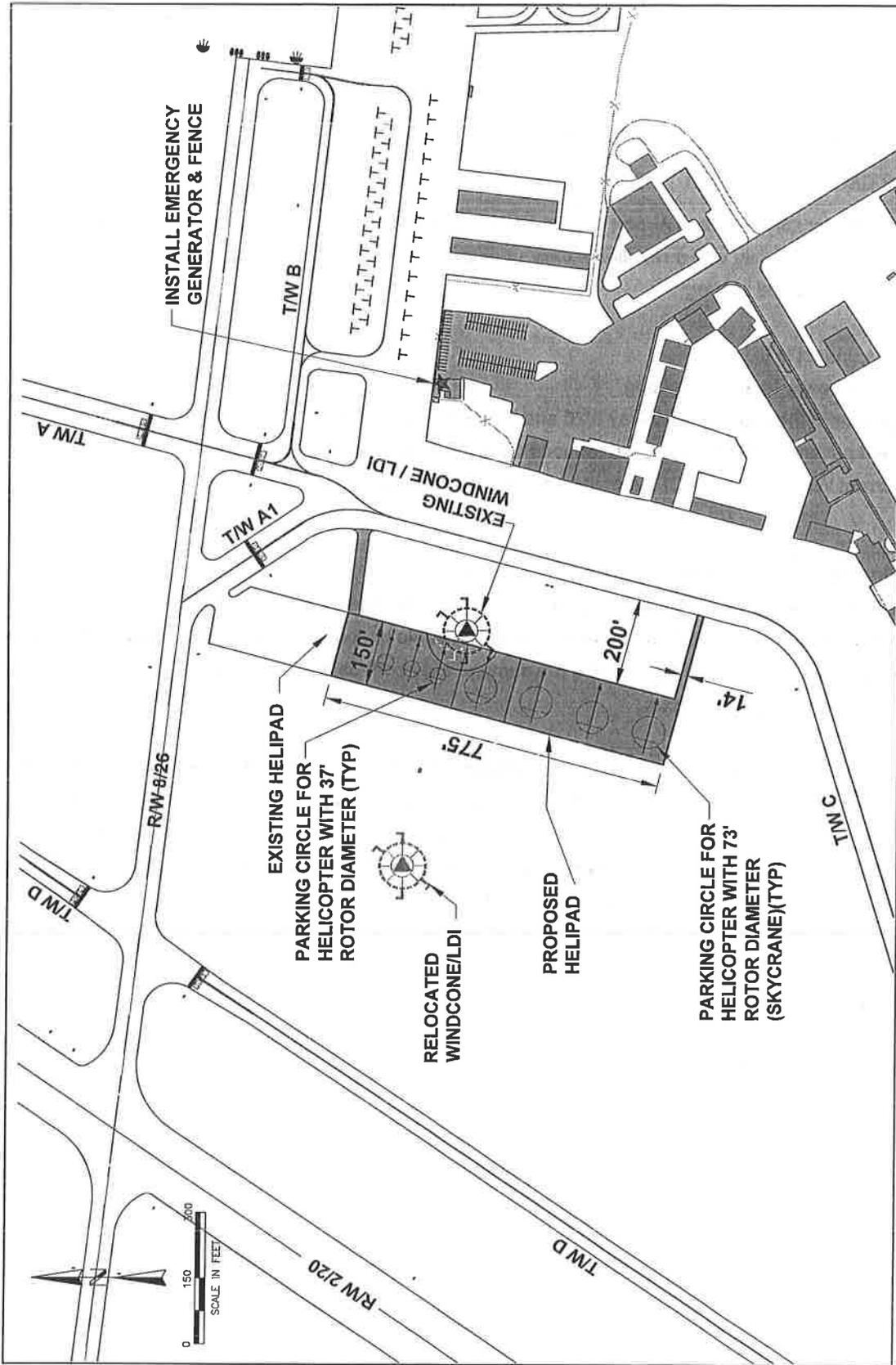
**3. Approach:** *(See approved Scope of Work in final Application)* The project will be designed and offered for bids in the early spring of 2014. The bid will be awarded to the lowest acceptable bidder. This project is being planned to coincide with a UDOT funded rehabilitation of a portion of Runway 8/26 that is adjacent to the helipad. The installation of the backup generator will be installed adjacent to the existing electrical vault and a fence will be installed to fence the area. The improvements constructed with this grant will meet current FAA standards, UDOT specifications, and/or Cedar City codes and requirements. It is anticipated this project will be concluded in the fall of 2014, pending FAA funding.

**4. Geographic Location:** See attached map.

**5. If Applicable, Provide Additional Information:**

**6. Sponsor's Representative:** *(incl. address & tel. no.)*

Mr. Russ Volk, Cedar City Airport Manager  
10 North Main Street  
Cedar City, UT 84720  
(435) 867-9408



CREAMER & NOBLE  
ENGINEERS  
ST. GEORGE, UTAH

FIGURE No.: 1

# Cedar City Regional Airport

## Helipad Construction and Wind Cone/LDI Relocation

## STANDARD DOT TITLE VI ASSURANCES

Cedar City Corporation (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 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 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
  - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
  - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor 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:
  - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
  - or
  - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

**STANDARD DOT TITLE VI ASSURANCES** *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

**DATED** \_\_\_\_\_

\_\_\_\_\_  
**Cedar City Corporation**

(Sponsor)

\_\_\_\_\_  
(Signature of Authorized Official)

## CONTRACTOR CONTRACTUAL REQUIREMENTS

### ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS**

**ATTACHMENT 2**

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) 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.
  
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (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 the (grantee, licensee, permittee, etc.) 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, and as said Regulations may be amended.

**REQUIRED STATEMENTS  
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

**AIRPORT:** Cedar City Regional Airport

**LOCATION:** Cedar City, Utah

**AIP PROJECT NO.:** A.I.P. No. 3-49-0005-28

**STATEMENTS APPLICABLE TO THIS PROJECT:** \_\_\_\_\_

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near Cedar City Regional Airport.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Cedar City Regional Airport, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

**BY:** Maile L. Wilson **DATE:** \_\_\_\_\_

**TITLE:** Mayor

**SPONSORING AGENCY:** Cedar City Corporation

**NOTE:** Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for non-acceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.



**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
DRUG-FREE WORKPLACE**

Cedar City Corporation  
*(Sponsor)*

Cedar City Regional Airport  
*(Airport)*

A.I.P. No. 3-49-0005-28  
*(Project Number)*

Rehabilitate the helipad and a portion of the airfield lighting. *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition of employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

Cedar City Corporation

*(Name of Sponsor)*

*(Signature of Sponsor's Designated Official Representative)*

Maile L. Wilson

*(Typed Name of Sponsor's Designated Official Representative)*

Mayor

*(Typed Title of Sponsor's Designated Official Representative)*

*(Date)*

**TITLE VI PRE-AWARD SPONSOR CHECKLIST**

Airport/Sponsor: Cedar City Corporation

AIP #: A.I.P. No. 3-49-0005-28

Project Description(s): Rehabilitate the helipad and a portion of the airfield lighting

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.  
 None
  
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.  
 None (If "None", continue with questions 3 and 4).
  
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.  
 None
  
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.  
 None

**To be completed by the Civil Rights Staff**

Review completed and approved: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
SELECTION OF CONSULTANTS**

Cedar City Corporation  
*(Sponsor)*

Cedar City Regional (CDC)  
*(Airport)*

A.I.P. No. 3-49-0005-28  
*(Project Number)*

Rehabilitate and relocate the helipad, install a backup airfield lighting generator and security fence for the generator and electrical vault. *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Mandatory contact provisions for grant-assisted contracts have been (will be) included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Cedar City Corporation

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Designated Official Representative)*

Maile L. Wilson

\_\_\_\_\_  
*(Typed Name of Sponsor's Designated Official Representative)*

Mayor

\_\_\_\_\_  
*(Typed Title of Sponsor's Designated Official Representative)*

\_\_\_\_\_  
*(Date)*

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
PROJECT PLANS AND SPECIFICATIONS**

Cedar City Corporation

Cedar City Regional (CDC)

A.I.P. No. 3-49-0005-28

*(Sponsor)*

*(Airport)*

*(Project Number)*

Rehabilitate and relocate the helipad, install a backup airfield lighting generator and security fence for the generator and electrical vault. *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- |  | Yes                                 | No                       | N/A                      |
|--|-------------------------------------|--------------------------|--------------------------|
| 8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Cedar City Corporation

*(Name of Sponsor)*

*(Signature of Sponsor's Designated Official Representative)*

Maile L. Wilson

*(Typed Name of Sponsor's Designated Official Representative)*

Mayor

*(Typed Title of Sponsor's Designated Official Representative)*

*(Date)*

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
EQUIPMENT/CONSTRUCTION CONTRACTS**

Cedar City Corporation  
*(Sponsor)*

Cedar City Regional (CDC)  
*(Airport)*

A.I.P. No. 3-49-0005-28  
*(Project Number)*

Rehabilitate and relocate the helipad, install a backup airfield lighting generator and security fence for the generator and electrical vault. *(Work Description)*

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The bid solicitation clearly and accurately describes (will describe):			
a. The current Federal wage rate determination for all construction projects, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			

	Yes	No	N/A
e.			
6. All contracts exceeding \$100,000 require (will require) the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain (will contain) provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Cedar City Corporation  
 \_\_\_\_\_  
 (Name of Sponsor)

\_\_\_\_\_  
 (Signature of Sponsor's Designated Official Representative)  
 Maile L. Wilson  
 \_\_\_\_\_  
 (Typed Name of Sponsor's Designated Official Representative)  
 Mayor  
 \_\_\_\_\_  
 (Typed Title of Sponsor's Designated Official Representative)

\_\_\_\_\_  
 (Date)

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
CONSTRUCTION PROJECT FINAL ACCEPTANCE**

Cedar City Corporation  
(Sponsor)

Cedar City Regional (CDC)  
(Airport)

A.I.P. No. 3-49-0005-28  
(Project Number)

Rehabilitate and relocate the helipad, install a backup airfield lighting generator and security fence for the generator and electrical vault. (Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Applicable close out financial reports have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Cedar City Corporation

*(Name of Sponsor)*

*(Signature of Sponsor's Designated Official Representative)*

Maile L. Wilson

*(Typed Name of Sponsor's Designated Official Representative)*

Mayor

*(Typed Title of Sponsor's Designated Official Representative)*

*(Date)*



**FAA  
Airports**

## **Grant Assurances Airport Sponsors**

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### **A. General.**

1. 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.
2. 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.
3. 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, 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.

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:

**Federal Legislation**

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- 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.<sup>1</sup>
- 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. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

**Executive Orders**

Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>  
Executive Order 11990 - Protection of Wetlands  
Executive Order 11998 – Flood Plain Management  
Executive Order 12372 - Intergovernmental Review of Federal Programs  
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New  
Building Construction<sup>1</sup>  
Executive Order 12898 - Environmental Justice

### **Federal Regulations**

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- e. 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.<sup>1</sup>
- f. 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).<sup>1</sup>
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 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.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1 2</sup>
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 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.

- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

#### **Office of Management and Budget Circulars**

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and OMB Circular A-87 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.

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.

#### **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. 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. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.



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.

- b. 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.
- c. 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. 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 by gross weights of such aircraft) is in excess of five million pounds.

**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. 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 nonaviation 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. 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 comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where 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: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

(b) the period during which the sponsor retains ownership or possession of the property.

**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.** 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 with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 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 \_\_\_\_\_ (the latest approved version as of this grant offer) 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.** (1) 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. (2) 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. (3) 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 recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 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 1986 (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: 4/16/2013

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars)

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety And Operations
150/5200-31C Change 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
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

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	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
150/5220-20 Change 1	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	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
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
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1K Change 1	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	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
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	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
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	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)
150/5360-12E	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying 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
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 4/16/2013

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D Changes 1 - 4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program



**CEDAR CITY COUNCIL  
AGENDA ITEM 12**

**DECISION PAPER**

**TO:** Mayor and City Council

**FROM:** Russ Volk

**DATE:** January 8, 2014

**SUBJECT:** Airport Rules and Regulations and Minimum Standards

**RECOMMENDATION:** Approval of updated Airport Rules and Regulations and Minimum Standards

**DISCUSSION:** FAA Advisory Circular 150/5109-7 provides basic information pertaining to Minimum Standards for Commercial Aeronautical Activities. The FAA recommends each airport develop minimum standards for specific operations at their airport.

The proposed update establishes Operating Protocols for helicopter flight school operations. In addition, other paragraphs were updated to standardize terminology for the airport.

The proposed updated standards were discussed at a public Airport Board Meeting conducted on December 12, 2013. The Airport Board has unanimously approved the proposed changes. The City Attorney has reviewed the proposed changes.



# **CEDAR CITY REGIONAL AIRPORT CEDAR CITY, UTAH**



## **RULES AND REGULATIONS AND MINIMUM STANDARDS**

Amended and Passed  
by the City Council  
05/09/201201/XX/2014



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## INTRODUCTION

Cedar City Regional Airport (CCRA) is a commercial service aviation facility serving the air transportation needs of the citizens of Cedar City and Iron County, Utah.

The Airport is used by pilots and passengers for personal business and recreational flying activities and also offers as charter and air taxi flights, air freight movement thru Federal Express, United Parcel Service, and film and bank check routing, emergency medical evacuation, crop dusting, and medical transport for patients, blood and transplant organs.

The Airport, aside from offering to the community aviation-related, as well as economic services and benefits, is a symbol of pride for the City of Cedar City and its citizens. It is representative of the City's desire and commitment to move forward and to progress.

The government of the City of Cedar City, representing the people of Cedar City, Utah supports the Airport and its activities and intends to do that which is necessary to ensure its viability in order that it may continue to safely, efficiently, and adequately serve, to the best of its ability, the air transportation needs of all who use it and rely on its services.

These Rules and Regulations and Minimum Standards are developed utilizing FAA Advisory Circular 150/5190-7 guidance.

## CHAPTER I

### GENERAL PROVISIONS

#### Section 1 Purpose

These Airport rules and regulations and minimum standards, hereafter referred to as "regulations and standards" are designed to establish the necessary regulations and standards for the management, government and use of the Airport and to ensure the continued viability and safety of the Airport for its users and for the citizens of Cedar City. These regulations and standards are intended to be reasonable, non-arbitrary and non-discriminatory. These regulations and standards apply equally to everyone using the Airport and shall be observed, abided by and obeyed.

These standards do not pertain to scheduled Commercial Air Carrier Operations under Federal Aviation Regulation Part 121, U.S. Government Agencies or to Military Operations.

#### Section 2 Definitions

The following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

**A. *Aeronautical Activity***-Any activity conducted on Airport property that makes the operation of an aircraft possible or that contributes to or is required for the safe operation of aircraft. Examples include, but are not limited to: aircraft charter, flight training, aircraft rental and sightseeing, aerial photography, aerial application, aircraft sales, sale of aviation petroleum products, repair and maintenance of aircraft and sale of aircraft parts.

**B. *Aircraft*** – A generic term used to identify all types of aviation equipment to include airplanes, helicopters, ultra lights, gliders, etc.

**BC. *Airport Layout Plan***-The currently approved, scaled dimensional layout of the entire Airport property, indicating current proposed usage for each identifiable segment as approved by the Federal Aviation Administration and the Cedar City Regional Airport

**CD. *Board***-Airport Board appointed by the City who has the authority and responsibility to make recommendations to the City Council on all matters of airport development and establishing of policy for the use and operation of the airport.

**DE. *Cedar City Regional Airport***-referred to as the "Airport", means the property allocated for the operation of the Cedar City Regional Airport in the City of Cedar City, State of Utah, as depicted on the current Airport Layout

Plan.

**EF.** *City of Cedar City* - referred to as the "City", means the Cedar City Corp., the fee simple owner of the property that comprises the Cedar City Regional Airport. City includes the designated staff or representatives thereof.

**EG.** *Commercial Aeronautical Activity*-Any aeronautical activity which involves, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is accomplished. Activities include operations such as charter, hauling cargo, aircraft sales, flights schools or aircraft rental, etc.

**FH.** *CTAF* is the Common Traffic Advisory Frequency that aircraft use to announce intentions and communicate with other aircraft in the the Flight Service Station for airport and traffic information pattern or while on an airport movement area.

**GI.** *Entity*-A person, persons, firm, partnership, Limited Liability Company, unincorporated proprietorship, association, group or corporation.

**HJ.** *Fixed Base Operator (FBO)*-A commercial tenant which provides for aircraft services as outlined in Chapter IV.

**IK.** *GPU* is a Ground Power Unit that provides electrical power to an aircraft when the aircraft is shut down but needs to operate auxiliary onboard equipment.

**JL.** *Manager*-means the Airport Manager of the Cedar City Regional Airport who is the designated person appointed by the City.

**KM.** *Minimum Standards*-Qualifications established by the Cedar City Regional Airport Board as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the Airport and or for a land or facility lease.

**N. Movement Area – Includes all runways and taxiways.**

**LO.** *Non-Aeronautical Activity*-Any activity conducted on Airport property that does not involve the operation of an aircraft or that contributes to or is required for the safe operation of aircraft.

**MP.** *Non-Commercial Aeronautical Activity*-Any aeronautical activity which does not involve, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or

profit, whether or not such objective(s) is accomplished.

**NQ.** *Non-Commercial Flying Club*-any combination in which three or more persons are associated (directly or indirectly) as individuals or as any association or legal entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue Service.

R. *Non-Movement Area – Includes taxilanes, helipad and parking aprons.*

**OS.** *Operator*-Means the entity responsible for the operations of a commercial aeronautical activity.

**PT.** *Rules and Regulations*-the rules and regulations as may be promulgated and adopted from time to time by the City or Board to protect the public health, safety, interest and welfare of the Cedar City Regional Airport.

**QU.** *Specialized Aviation Service Operator (SASO)*-A commercial aeronautical activity that provides one or more commercial services as outlined in Chapter IV.

**RV.** *UNICOM* refers to the Universal Communications frequency that aircraft use to communicate with service personnel for fuel and parking information.

**CHAPTER II**  
**RULES AND REGULATIONS**

**PART I: GENERAL**

**Introduction**

All aeronautical activities at the Airport, all operation and flying of aircraft at the Airport, and all business and other activities at the Airport, shall be conducted in accordance with these regulations and standards, and all pertinent rules, regulations, orders and rulings of the FAA and the DOA, as appropriate, which are made a part of these regulations and standards by this reference. In the event of any conflict between these regulations and standards and any law, rule, regulation or order of any governmental agency cited in this section exercising the same or similar jurisdiction, the latter shall prevail.

**Section 1   Airport Manager**

The Airport Manager is authorized to take all reasonable actions necessary to protect and safeguard the public while present at the Airport and to oversee all Airport operations consistent with these regulations and standards, those of the FAA and the laws of the State of Utah. The Airport Manager shall administer these rules, regulations, and standards in a reasonable, impartial and uniform manner so as not to allow discriminatory application thereof.

- a. The Airport Manager will control the Airport's primary UNICOM and CTAF frequencies in strict accordance with applicable FCC regulations.
- b. Complaints pertaining to any activity or service at the Airport, if not accommodated satisfactorily by the Airport Manager, may be registered by writing to the Chairman of the Cedar City Airport Board. The address of the Chairman of the Airport Board shall be available thru the offices of the Cedar City Corp or the Airport Manager.

**Section 2   Public Use**

The Airport shall be open for public use at all hours, subject to regulations or restrictions due to weather, the conditions of the Airport operational area, and special events and like causes, as may be determined by the City. The Airport is provided by the City for the use, benefit, and enjoyment of all. User fees are established to support the maintenance and improvements of the airport.

### **Section 3   Common Use Areas**

Common use areas include all runways for landing and take-off, taxiways, airport lighting, all apparatus or equipment for disseminating weather and wind information, for radio or other electrical communication, and any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and take-off of aircraft. All parallel and connector taxiways shall be common use areas. All taxi-lanes shall be kept clear and available for aircraft traffic. All airplane aprons shall be considered common use areas available for use. All ~~airplanes~~ **aircraft** must be parked in marked/approved parking locations. No vehicles, trailers or equipment will be parked in any common use areas. Usage of the T-hangar taxi-lanes at 2246 and 2252 West Kitty Hawk Drive are for the tenants of the T-hangars. Usage of the taxi-lanes for the facilities located at 1215 and 1305 North Airport Road are for the tenants of these two facilities and are not considered common use areas. Except in emergency situations, no FBO or other Operator or person shall use any common use area for nonstandard purposes without the prior consent or authorization of the City and/or Airport Manager. Common use designations may be changed from time to time by the Airport Manager.

### **Section 4   Ground Vehicular Traffic and Parking**

Normal traffic laws of the State of Utah shall apply to the streets, roads and vehicular parking areas at the Airport, unless otherwise provided by law. Except for fire-fighting equipment, ambulance and emergency vehicles, or official airport vehicles, no person shall take or drive any vehicle on the Airport, other than on established streets, roads and vehicular parking facilities, unless permission has first been obtained from the City and/or Airport Manager. Pilots and their passengers may load and unload their aircraft but may only operate a vehicle on the parking aprons. Vehicles shall not be parked and left unattended on the Airport aircraft movement/parking areas. The speed limit for vehicles operated in aircraft movement areas is 25 mph. Operators of unauthorized vehicles shall be subject to arrest and vehicles towed, if necessary, at owner's expense. Vehicles may be used to tow gliders from their hangar/parking area to the glider operations area and as necessary for flight operations provided they have radios that can transmit and receive on the Common Traffic Advisory Frequency (CTAF) and have prior permission from the Airport Manager ~~and coordination with the flight service station.~~

### **Section 5   Pedestrians**

For their own protection, all pedestrians and sightseers at the Airport shall remain behind the fenced operational areas unless arriving or departing in an aircraft.

## **Section 6   Exterior Advertising and Signs**

No signs or other advertising shall be placed or constructed upon the Airport or within or upon any building or structure or improvements thereon without having first obtained approval from the Airport Manager and/or City Building Dept. No lighted signs are permitted on the airside of the airport.

## **Section 7   Operators to Keep Rules and Regulations Available**

All commercial operators with valid leases to do aeronautical business on the Airport shall keep a current copy of these regulations and standards prominently posted in their place of business and available for viewing to all who enter. It is the responsibility of all owners of aircraft based at the Airport and pilots who regularly use the Airport to be familiar with the contents of this document. The Operators bear the responsibility for compliance and ignorance is not an excuse for violation of any rule, regulation, or minimum standard. ~~Further, it is the responsibility of the City and/or Airport Manager to make available to all operators with valid leases to do aeronautical business on the Airport and all owners of aircraft based at the Airport a current copy of these regulations and standards. Airport Rules and Regulations and Minimum Standards are available electronically at [www.cedarcity.org](http://www.cedarcity.org) and to have available an adequate supply for pilots who use the Airport on a regular basis.~~

## **Section 8   "Flagging" and/or "Hawking" is Prohibited**

"Flagging" and/or "Hawking" for the purposes of these regulations is defined as: Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs if approved by the City).

## **Section 9   Refuse**

No person shall throw, dump or deposit any waste, refuse or garbage on the Airport. All waste, refuse or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such manner as to minimize any hazards. All hazardous waste must be controlled and disposed of in accordance with all State and City Environmental Regulations. At no time will outside storage of oil, fuel, or chemical drums be permitted. No outside storage of any hazardous items is permitted.

## **Section 10   Approval of Construction**

No buildings, structures, tie-downs, ramps, paving, taxi areas or any other improvement or addition on the Airport shall be placed or constructed on the Airport, or altered or removed without prior approval of the City. In the event of any construction the City may, at its discretion, require an appropriate bond to guarantee the completion of the

construction in accordance with its approval. The City shall consider conformance to the capital improvement plan for the Airport, the Airport Layout Plan and Airport Master Plan prior to the approval or denial of any construction or development at the Airport.

An FAA form 7460-1 must be filed with the Denver Airports District office by the requestor before approval of any construction can be granted.

### **Section 11 Waiver of Rules and Regulations and Minimum Standards Provisions**

The City may, at its discretion, waive all or any portion of these rules and regulations and minimum standards for the benefit of any government, governmental agency, or public service entity performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or firefighting operations, but only to the extent permitted by the rules of the FAA and the laws of the State of Utah.

### **Section 12 Acts of God**

Nothing contained in these regulations and standards shall be construed as requiring the City to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstances beyond the control of the City.

However, should acts of God occur to the extent that the FBO/Operator is not able to conduct business as usual, all rents and fees due the City shall be temporarily suspended for a reasonable period of time to allow the FBO/Operator to reopen for business at its discretion.

## **PART II: AIRCRAFT OPERATION**

### **Section 1 General**

- a. Every person operating an aircraft shall comply with and operate such aircraft in accordance with these rules and regulations, and all pertinent rules, regulations, orders and rulings of the FAA, and DOA and other appropriate governmental agencies. Every person operating an aircraft is responsible for the safe of operation and for the safety of others exposed to such operation, and therefore shall exercise good operating procedures at all times. Aircraft shall not be operated carelessly or negligently nor in disregard of the rights and safety of others.
- b. The Cedar City Regional Airport is a non-towered airport. All pilots of aircrafts ~~having~~ must have radio equipment permitting two-way communications ~~should attempt to~~ monitor the Airport CTAF to obtain Airport advisory information prior to entering the Airport traffic pattern.

~~Pilots having radios permitting reception only should maintain a listening watch on the CTAF frequency while in the vicinity of the Airport. It is strongly recommended that all aircraft have transmit/receive capability.~~

- c. The official FAA traffic pattern chart is made a part of these rules and regulations and every person operating an aircraft is recommended to follow the FAA designated pattern.
- d. All aircraft shall follow the appropriate taxiway and runway guidance marking and lighting when operating on the Airport unless a safe operation on to the turf or other areas can be accomplished without interference with other aircraft. Taxiways are to be used exclusively for the movement of aircraft to and from runways unless a NOTAM has been issued indicating special circumstances or in emergency situations.
- e. In the event the Airport Manager believes the conditions of the Airport are unsafe for landings or takeoffs, it shall be within the managers' authority to issue a NOTAM to close the Airport, or any portion thereof, for a reasonable period of time so that those unsafe conditions may be corrected.
- f. In the event any aircraft is wrecked or damaged to the extent that it cannot be moved under its own power, the Airport Manager shall be immediately notified by the Pilot in Command and/or FBOs. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, or the owner's agent or legal representative shall, as soon as reasonably possible, obtain the necessary permission for removal of said aircraft from all landing areas, taxi-lanes, and all other traffic areas, and place or store said aircraft in normal hangar/tie down areas or as approved by the Airport Manager. The Airport Manager shall have the authority to remove the disabled aircraft at the owner's expense if the aircraft is affecting airport operations and the owner is not responding in a timely manner.
- g. Landing on Runway 2/20 is restricted to aircraft with rubber wheel type landing gear configurations. Aircraft equipped with primarily pontoons, skids or skis are not permitted to land or touchdown on any runway surface.

## **Section 2   Parked Aircraft**

- a. No person shall park, store, tie-down or leave any aircraft on any area of the Airport other than paved parking aprons that are identified by the Airport Layout Plan. All aircraft parked outside on any airport apron must be fully operational and hold a valid Airworthiness Certificate.

- b. Pilots or owners shall properly secure their aircraft while parked or stored. Pilots are solely responsible for parking and tying down their aircraft, including any special security measures required by weather conditions or other conditions at the Airport. Pilots also shall be responsible within reason for securing aircraft in a manner necessary to avoid damage to other aircraft or buildings at the Airport in the event of winds or other severe weather. The City's obligation, unless otherwise provided for by any Operator lease agreement, shall be the maintenance of the aircraft parking space, exclusive of tie-down rope and grass surfaces.
- c. All ~~major repairs~~ maintenance to aircrafts or engines shall be made in hangars or areas designated for this purpose by the City and/or Airport Manager and not on any part of the landing area, taxi-lanes, ramps, aprons, and fueling/service areas.

### **Section 3**    **Fire Regulations**

The following shall apply, except where either insurance requirements or applicable codes differ, in which case the latter shall prevail.

- a. No aircraft shall be fueled or drained while its engine is running or while in a hangar or other enclosed place. Fueling shall be done in strict accordance with NFPA 407 requirements.
- b. The cleaning of motors or other part of aircraft shall not be carried on in any hangar, except with non-flammable substance. If flammable liquids shall be employed for this purpose, the operation shall be carried on in the open air.
- c. All hangar and shop floors shall be kept clean and free from oil, gas and other flammable substances. No volatile, flammable solvent shall be used for cleaning floors. No rags soiled with flammable substances shall be kept or stored in any building on the airport in such a manner as to create any fire hazard.
- d. No person shall smoke or ignite any matches, flares, lighters or other object which produce an open flame anywhere within a hangar, shop, building or structure in which any aircraft is or may be stored, or in which any gas, oil or flammable substance is stored or within 50 feet of any aircraft or any fueling facility.
- e. All persons using the Airport area or the facilities of the Airport in any way shall exercise the utmost care to guard against fire and injury to persons or property.

- f. Aircraft fueling from drums, small containers or similar items shall be done only in the outdoor designated fueling area and in accordance with NFPA 407 and 14 CFR Part 139.
- g. Fuel services shall be administered either by an authorized attendant using the proper safety equipment or by the aircraft owner (if properly trained per 14 CFR Part 139 and after receiving approval from the airport manager) in the designated area with proper safety precautions.

### **PART III VIOLATIONS**

#### **Section 1 General**

Security violations or failure to pay required fees and uUnless provided for elsewhere within this document, in addition to any penalties otherwise provided by City ordinance, law or the Federal Aviation Regulations, and all other rules and regulations of the FAA, any person violating these regulations and ~~standards may~~standards may be promptly removed or ejected, either temporarily or permanently, from the Airport by the City and/or Airport Manager. The City may hear and decide appeals from the persons so removed in accordance with this chapter. The City shall, in writing, within 14 days of any such removal or ejection, render to the person removed or ejected under this section, a letter to the last known mailing address delineating the specific violation of these regulations and standards which necessitated such removal. The City may hear appeals submitted by any person or persons so removed or ejected, within 10 days of their receipt of such letter from the City.

### **PART IV GOVERNMENT AGREEMENTS**

#### **Section 1 War or National Emergency**

During time of war or national emergency, the City shall have the right to lease the Airport, and/or landing area, or any part thereof to the United States Government for military use, and, any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease and the provisions of the government lease shall control insofar as they are inconsistent with the said operators agreement, lease or authority.

#### **Section 2 Leases Subordinate to Government Lease**

Any license, authority, lease or agreement entered into pursuant to these regulations shall be subject and subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or the maintenance of the Airport, the execution of which has been or may be required as a conditioned precedent to the expenditure of Federal funds for the development of the Airport.

### **Section 3   Minority Business Enterprises**

It is the policy of the City of Cedar City, Utah, to utilize Minority Business Enterprises and Women Business Enterprises in all aspects of contracting. This commitment can be demonstrated by the efforts taken in the development of a MBE Plan and in correspondence within this organization stating such position. The plan will be made available upon request.

The City's goal for leasing operations at the Airport is:

MBE = 10%

WBE = 10%

## **PART V AIRPORT MASTER PLAN / AIRPORT LAYOUT PLAN**

### **Section 1 FBO Approval Not Required**

The City may, without the consent or approval of any FBO or other person licensed to do business or use part of the Airport, make changes in the Master and Layout Plans of the Airport and in its planning and policies in connection with the development of the Airport. However, it is the City's intent to inform FBO(s) and other businesses, tenants, and users of proposed improvements and/or changes to the Airport Master and Layout Plans at the Cedar City Regional Airport and to request and consider any and all comments. A copy of the Airport Master and Layout Plans can be obtained thru the Airport Manager or from the City Offices.

## **PART VI RESERVATION OF RIGHTS TO INDIVIDUAL USERS**

### **Section 1 Explanation of Rights and Duties Imposed**

Notwithstanding anything to the contrary contained herein the following rights, privileges and duties are hereby conferred and imposed upon individual users of the Airport facilities including but not limited to individual pilots, aircraft owners, tie-down and T-hangar renters.

- a. All individual users as defined herein shall meet and maintain all standards for licensing, maintenance, and repair of aircraft established by the Federal Aviation Regulations (FARs), Safety Bulletins, Advisory Circulars and all other Federal and State regulations and standards for licensing, maintenance, and repair of aircraft.
- b. It shall be the duty of all individual users of the Airport to fully inform themselves of and to keep current on all Federal and State aviation regulations and standards and to completely and promptly comply herewith, and also regulations set forth by the City.
- c. Nothing contained herein shall restrict or limit the right of aircraft owners and/or pilots to perform preventive maintenance on their own aircraft which are allowed by the regulations. However, all such repairs and maintenance shall be authorized and conducted strictly in accordance with Federal and State regulations, circulars, airworthiness directives, and requirements and such maintenance and repairs shall be conducted within the area designated for owner maintenance or T-hangars leased by individual users of the Airport or by authorized repair facilities on the field.

- d. All individual users shall comply with the Cedar City Regional Airport Rules and Regulations regarding common use areas and will not allow any maintenance or repair activities or any part thereof to be conducted in said common areas and will comply with all safety and fire regulations in effect at the time.
- e. Facilities on Airport property shall be utilized for aviation related activities only. Hangars/buildings are to be constrained to aircraft storage, maintenance and authorized ground support operational equipment that is determined by the type of aeronautical activity.
- f. Nothing herein shall be construed as restricting the full use and enjoyment of Cedar City Regional Airport by all individual aircraft owners, pilots, renters of the tie-down and T-hangars and all other individuals having a right to be users of the Airport.
- g. User fees are established by City Ordinance must be paid no later than the 15<sup>th</sup> of each month for all airport related activities occurring the previous month.

## **CHAPTER III**

### **MINIMUM STANDARDS**

#### **Section 1 Special Events**

Special events, such as, but not limited to, air shows, air races, skydiving, balloon operations or other similar events or activities requiring the general use of the Airport, other than activities specifically described and allowed herein, shall be held only after formal approval for same has been granted by the City and/or the Airport Manager. The Airport Manager will be notified 48 hours in advance of any Fly-ins planned or promoted by FBOs/Individuals at the Airport. Said approval shall specify the areas of the Airport authorized for such special use, dates and such other terms and conditions as the City may require.

#### **Section 2 Glider Operations**

Glider operations shall be conducted in accordance with traffic patterns and safety procedures shall be followed, as approved by the City and/or the Airport Manager, and reviewed by the FAA.

#### **Section 3 Business Activities**

Subject to applicable orders, certificates or permits of the FAA, or its successors, Grant Agreements with FAA and the laws of the State of Utah, or unless covered under pre-existing agreement with the City, no person shall use the Airport or any portion thereof or any of its improvements or facilities for commercial, business or profit-making activities who has not first complied with these regulations and standards and obtained the consent and required approval and/or licenses for such activities from the City and entered into such written leases and sub-leases and other agreements prescribed by the City. Notwithstanding any other provision of these regulations and standards and any FBO/Operator lease agreement now or hereafter approved by the City, the requirements of the latter shall prevail, unless otherwise provided by FAA regulations.

#### **Section 4 Action on Application**

The City may deny any application or reject any bid or proposal as the case may be, if, in its opinion, it finds any one or more of the following:

- a. The applicant for any reason does not meet the qualifications, standards and requirements established by these rules and regulations; or
- b. The applicant's proposed operations or construction will create a safety hazard on the Airport; or

- c. The granting of the application will require the City to spend funds, or to supply labor or materials in connection with the proposed operations to an extent which the City is unwilling to enter into such an arrangement; or the operation will result in a financial loss to the City; or
- d. There is no appropriate, adequate or available space or building on the Airport to accommodate the proposed activity of the applicant at the time of the application unless the applicant proposed to construct such facilities; or
- e. The proposed operation or Airport development or construction does not comply with the approved Airport Master Plan for the Airport; or
- f. The development or use of the area requested by the applicant will result in depriving existing Operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present Operator on the Airport through problems in connection with aircraft traffic or service, or preventing free access to the Operator's area; or
- g. Any party applying, or interested in the business, has supplied the City with any false information or has misrepresented any material fact in the application or in supporting documents; or has failed to make full disclosure on the application or in supporting documents; or
- h. Any party applying, or interested in the business, has a record violating these regulations and standards, or the regulations and standards of any other Airport, or the Federal Aviation Regulations or any rules and regulations applicable to the airport; or
- i. Any party applying, or interested in the business, has defaulted in the performance of any lease or any other agreement with the City; or
- j. Any party applying, or interested in the business, has a credit report containing derogatory information which suggests said applicant does not appear to be a person of satisfactory business responsibility and reputation; or
- k. The applicant does not appear to have or have access to the operating funds necessary to conduct the proposed operation; or
- l. Any party applying or interested in the business has been convicted of any crime or violation of any City ordinance of such a nature that it indicates to the City that the applicant would not be a desirable operator on the Airport; or

- m. Nothing contained herein shall be construed to prohibit the City from denying, for any reason it deems sufficient, an application to do business on the Airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the Airport for the personal non-profit use of such person.

## **Section 5    Supporting Documents**

All applicants for Fixed Based Operators, as defined in Chapter IV Section 1 below, shall submit the following supporting documents to the City, together with such other documents and information as may be requested by the City. Applicants for Other Operators at the Airport, as defined in Chapter IV Section 2 below, will submit a subset of the following supporting documents as determined by the Airport Advisory Board depending on the type of operation. Applicants must grant the city the authority to conduct a Criminal History Records Check and a current Credit Report. A non-refundable ~~\$500.00~~ initial application fee is required at time of application submission.

- a. A current financial statement prepared or certified by an independent certified public accountant, and certified by the chief financial officer(s) of the intended business. The applicant may request that access to this information be protected from the public. Evaluation of the request will be subject to the statutes currently in effect. The Chair of the Airport Board and the Airport Manager will designate up to three additional individuals to review the information when an application is received. Upon review of the financial statement, the evaluation committee may require additional information such as bank statements, Profit/Loss statements, etc.
- b. A description of previous experience in Airport Service and a listing of key personnel to be assigned to the Cedar City Regional Airport with duties, responsibilities, and similar experience.
- c. A written authorization for the FAA, and all Aviation or Aeronautic Commissions, Administrators, or Departments of all States in which the applicant has engaged in aviation business to supply the City with all information in their files relating to the applicant of the operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.
- d. A written listing of the assets owned or being purchased which will be used in the business on the airport.
- e. A current credit report covering all areas in which the applicant has done business during the past five years. The applicant may request

that access to this information be protected from the public. Evaluation of the request will be subject to the statutes currently in effect.

- f. Most recent two years of maintenance and flight records for all airplanes proposed to be used by the FBO.
- g. A copy of all licenses/certificates held by any individual or business entity proposed to be part of the FBO.
- h. The applicant must disclose any business entities they have participated in as an owner, agent, member, partner, incorporator, manager, managing partner, or in any other corporate capacity.
- i. The Chair of the Airport Board and the Airport Manager will designate up to three additional individuals to review the information when an application is received.
- j. All FBO(s) with their initial application shall furnish to the Airport Board/City:
  - (1) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Commercial General Liability \$5,000,000 per occurrence; Personal liability \$5,000,000 and a hold harmless clause in favor of the City, its officers and employees. Cedar City Corporation must be listed as Certificate Holder.
  - (2) A current address and telephone number.

## **Section 6   Airport Leases Non-Transferable**

Except as otherwise provided in existing leases of the airport, no right, privilege, or approval to do business at the Airport, or any lease of any area of the Airport or a part thereof shall be assigned, sold or otherwise transferred or conveyed in whole or part without the prior express written consent of the City. No lease, or portion thereof, may be assigned or sub-let without prior approval of the City and all assignees or sub-leases as approved by the City shall comply with these regulations and standards.

## **Section 7   Rates**

Rates charged by any operator at its leasehold for hangar space, T-hangar rentals, tie-downs, products and services shall not be excessive, discriminatory or otherwise unreasonable, and shall be filed with the City whenever subject to change.

## CHAPTER IV

### AIRPORT OPERATORS, LEASES AND CONCESSIONS

#### Section 1 Fixed Base Operator (FBO)

No person shall use the Airport as an FBO until such person has executed a lease agreement approved by the City establishing Airport space lease terms, rental amounts, insurance requirements and other terms and conditions required by the City; has met the qualifications, standards and requirements of these regulations and standards; and has paid the required fees.

An FBO shall be a person/operator who carries on or conducts line services which shall include the supplying of fuel and other services. In order to qualify as an FBO at the Cedar City Regional Airport, the person/operator must provide;

(1) Jet and Aviation Fuel in accordance with NFPA 407 and ATA 103(as enforced by the airline quality control policies). Fueling vehicles/equipment will be in 100% fully operational status and in complete compliance with the above directives, or they will be stored at the FBO(s) fuel farm. Leaks of any magnitude will not be tolerated. Leaking vehicles or fuel storage tanks will be repaired or drained immediately or subject to Fire Department citation, fine and immediate termination of fuel servicing capability. Any person operating fuel servicing equipment or any fuel handling equipment shall be qualified per 14 CFR Part 139 and that qualification shall be on file with the Airport Manager. Fuel attendants must participate in line service training programs to enhance fueling safety. Line services will be available at a minimum from daylight to dusk or accommodating the scheduled airline flight schedule, whichever covers the greater span of time. Linemen will be contactable by phone or radio (monitoring CTAF and Unicom) at all times during the above hours. Emergency call out services will be available 24 hours 7 days per week. FBOs may negotiate services for major holidays with the Airport Manager.

(2) Aircraft Charter/Rental Service that shall require the FBO to have a minimum of two serviceable and well maintained aircraft on the Cedar City Regional Airport at all times, one of which must have at least 4 seats and be IFR capable. The aircraft may be absent from the airport if they are rented, chartered, or in short term (less than 3 weeks) maintenance. All other absences must have a substitute aircraft on the airport until the original aircraft can be returned to service. Aircraft will be fully insured for all commercial uses. Charter Service shall be provided so that the general public can contact and schedule charter flights with no more than 24- hour notice. All Charter services shall be conducted under 14 CFR Part 135. It is mandatory that all charter enplanements be recorded and reported to the appropriate federal authorities as directed by the Airport Manager. A copy of licenses/certificates must be furnished to Airport Manager.

(3) Ground and Flight Instruction will be available to students to include Private Pilot, and Instrument ratings at a minimum. Aircraft will be made readily available by

the FBO to accommodate these requirements. The aircraft will be fully operational. An Instructor will be available for 40 hours per week at the Cedar City Airport. The schedule may be flexible to allow the Instructor to accomplish charter pilot duties or other aviation related duties. A copy of licenses/certificates must be furnished to Airport Manager.

(4) The FBO shall provide aircraft maintenance by an aircraft mechanic with inspection authority. The mechanic shall be available on the airport for a minimum of 40 hours per week. The mechanic must have a hangar suitable for the type aircraft typically requiring service at the airport and must possess the tools required to perform the maintenance expected from these aircraft. The mechanic shall be available on call for emergency response to aircraft incidents. A copy of licenses/certificates must be furnished to Airport Manager.

(5) At a minimum, the FBO must provide, Ground Power Unit service, De-icing capability, aircraft tow and disabled aircraft removal capability, a current inventory of charts and navigation aids, commonly expected pilot supplies, catering services, and full service amenities to include a pilot lounge with flight planning area. The FBO shall at all times, maintain an adequate supply of the oils and fluids required to serve aeronautical users of the Airport.

(6) All fuel sold by the FBO on Cedar City Regional Airport must be stored in approved fuel tanks located on a leased fuel farm location on the airport. The FBO shall not place or maintain any fueling facilities on the Airport, mobile or fixed, which are not approved by the City. The FBO shall not deliver fuel into any aircraft unless the fuel has first been placed in a suitable and approved filtration tank. There shall be no fueling direct from a common carrier transport truck into mobile fuel truck. Minimum fuel storage requirements are 22,000 gallons of Jet A and 22,000 gallons of 100LL aviation fuel. The fuel farm and all fuel servicing vehicles are subject to both monthly and random inspection by both the City Fire Department and Airport Staff. Construction plans for fuel farm must be reviewed and approved by the City Building Department, City Fire Marshall, and Airport Manager. The FBO shall operate mobile fuel truck only on the areas in which it is requested to provide such service.

(7) Each FBO must provide self-serve fuel dispensing equipment with a minimum of 1000 gallons of 100 LL aviation fuel. Dispensing location must be approved by City Fire Marshall and Airport Manager. Dispensers shall be installed, operated and maintained so as to meet all fire codes, applicable regulations and provide 24 hour a day fuel dispensing capability.

(8) Each FBO must construct a building or lease a building of at least 2,000 contiguous square feet, providing properly lighted and heated floor space for office, public lounge, pilot briefing area, both male and female restrooms, kitchen and telephone. Location of building must be in accordance with Airport Master and Airport Layout Plans. Parking space requirements for this facility must comply with City Ordinances.

(9) The FBO will be required to comply with Federal Aviation Regulation Part 139.321, *Handling and Storing of Hazardous Substances and Materials*.

(10) Fuel Spill Liability Assurance: The FBO will be required to provide the Airport Board/City with a written assurance that it will be solely responsible and fully liable in all regards for any fuel spill occurring at the FBOs location. The FBO will also be required to submit to the Airport Manager a written fuel spill response procedure and a copy of its operating manual.

(11) The FBO shall provide adequate and sanitary handling of all trash, waste and other materials including, but not limited to used oil, sump fuel, and solvents, and comply with all applicable provisions of the Airport's Stormwater Pollution Prevention Plan.

(12) The FBO shall comply with FAA Advisory Circulars 00-34, *Aircraft Ground Handling and Servicing*, 150/5210-5, *Marking and Lighting of Vehicles Used on Airports*, 150/5230-4, *Aircraft Fuel Storage, Handling and Dispensing*, or applicable local rules and regulations, whichever are more restrictive.

(13) The FBO shall provide adequate equipment and trained personnel during posted business hours to meet public requirements for all ramp services including but not limited to aircraft marshaling and towing, ground power service and lavatory service.

(14) The FBO shall provide service hours that best serve the public requirements. Hours of operation shall not be less than 12 hours per day, seven days per week. Hours of operation may be seasonally adjusted and shall be conspicuously posted. At least one qualified employee shall be on duty during the hours of operation. A change in the hours of operation must be approved by Airport Manager.

(15) A minimum of two ground support vehicles equipped with roof mounted beacon and vehicle mounted CTAF radios must be provided. A minimum of two airline style baggage carts must be provided for the purpose of assisting visiting charter operators to the airport. Snow removal equipment must be provided for the purpose of clearing apron space to allow airplanes to safely operate in the area of the FBO location. A minimum of two courtesy vehicles must be available 24 hours per day for use by transient pilots and charter crew members.

(16) All FBO personnel must complete and satisfactorily pass a criminal background check. Any personnel who fail to satisfactorily pass a criminal background check will not be allowed access to the airport.

All of the above services shall be provided through resources within the FBO(s) organization. Should the FBO desire to subcontract for one or more of the above services, a legally binding contract must be provided to the Airport Advisory Board for pre-approval. The final approval must be given by the City, in writing, before the contract is considered valid.

All other minimum requirements referenced below in section 2 for independent operators shall apply to FBOs for each functional description the FBO elects to perform. If any of the described services are subcontracted, the subcontractor must meet all these rules and regulations and minimum standards and the service must be provided on site.

The FBO shall furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and shall charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the FBO may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

FBOs are automatically licensed to perform any of the functions defined in paragraph b. below.

**Section 2 Specialized Aviation Services Operators (SASO) at the Airport:**

All SASO (Operators) desiring to perform the mentioned services in paragraph (b) of this section at the Cedar City Regional Airport must have approval of the Airport Advisory Board and must obtain a valid business license and lease agreement from the City, and must conform to these Rules and Regulations and minimum standards. A non-refundable ~~\$100.00~~ initial application fee is required at the time of application submission. A non-refundable ~~\$100.00~~ annual fee is required to provide services on the airport. No Operator or individual shall be allowed to maintain/store aviation fuels at the Cedar City Regional Airport unless the Operator has a concessionaires license with the City as a full service FBO and complies with the requirements defined in Chapter IV, Section 1 or is a government contract helicopter or Single Engine Air Tanker with fuel on the airport that was not purchased from the FBO. Any commercial fueling of aircraft at the Cedar City Regional Airport shall be done by an authorized FBO.

- a. All Operators with their initial application shall furnish to the Airport Board/City:
  - (1) A copy of the applicable FAA certification documents;
  - (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
  - (3) A current address and telephone number.
  
- b. Types of Operator services include:
  - (1) Aircraft sales
  - (2) Parts and accessories sales
  - (3) Charter operations which include, but are not limited to: passenger or "air taxi," freight, or delivery; aerial survey; agricultural spraying, etc.

- (4) Aircraft rental
- (5) Flight instruction or ground schools
- (6) Maintenance services which shall include services in one or more of the following:
  - (a) Airframe overhaul and repair
  - (b) Engine overhaul and repair
  - (c) Radio and electrical shop
  - (d) Instrument shop
  - (e) Aircraft interior work
  - (f) Refinishing and painting
  - (g) Interior cleaning
- (7) Aircraft storage, inside and/or outside
- (8) Specialized commercial activities

c. An applicant for an Operator's lease will specify all services mentioned in paragraph (b) of this section which the applicant desires to conduct on the Airport. An Operator shall carry on or conduct only those services for which he has executed a lease with the City of Cedar City.

d. In addition to the requirements provided in paragraphs (a) and (b) of this section and any other requirements of these regulations and standards, the Operator shall meet the following minimum qualifications for each of the following respective services that they intend to provide:

- (1) Aircraft Sales - The Operator shall provide the office required by these rules and regulations and shall lease from the City at the Airport an area of sufficient size to permit the storage and/or display of inventory aircraft for sale or used in that Operator's aircraft sales business on the Airport.
- (2) Parts and Accessories Sales - The Operator must have a lease and provide suitable space for the parts and accessories as needed in the business.
- (3) Charter Operations - An Operator shall provide the office required by these rules and regulations; shall comply with the applicable rules and regulations of the FAA; and shall lease from the City an area on the Airport of sufficient size to accommodate all such space needed for the operations.
- (4) Aircraft Rental - An Operator shall provide the office required by these rules and regulations and shall lease from the City an area on the Airport of sufficient size to accommodate all aircrafts that will be used by the FBO at the Airport.
- (5) Full-Time Flight Instruction and Ground School - The Operator shall provide an office building of sufficient size to provide a

suitable classroom with a minimum of 200 square feet of inside floor space and shall lease from the City an area on the Airport of sufficient size to accommodate such structure and all aircraft used by the Operator for the training; and shall have based on the Airport two or more aircraft suitable for flight instruction which comply with the regulations and standards of the FAA.

- (6) Maintenance Services - An Operator shall provide a shop building which is separated by a fire wall from any hangar or building of sufficient size to accommodate the aircraft for which service is intended, together with all tools and equipment and the office required by the rules and regulations which building shall contain a minimum of 1,200 square feet of inside floor space. In addition, the Operator shall equip the shop with such tools, machinery, equipment, parts and supplies normally necessary to conduct a full-time business operation in connection with the maintenance service being offered. Such shop shall be staffed by mechanics and personnel who are qualified and competent and who hold any and all certificates necessary from the FAA or DOA. Such maintenance and repair services shall be conducted on a regular basis and shall be open for repairs daily during normal business hours with competent personnel on duty. In addition, the Operator shall lease from the City an area on the Airport of sufficient size to accommodate such buildings and to provide an access area and storage area to accommodate aircraft used by the Operator, or which are placed with him for repairs. Aircraft may be stored in the shop building.
  - (7) Aircraft Outside Storage - The Operator must hold a lease to provide suitable space for paved tie-down area of sufficient size to accommodate all aircraft used by the Operator in its operations at the Airport.
  - (8) Aircraft Inside Storage - The Operator shall provide a storage building of sufficient size to accommodate stored aircraft. It may have an office in the storage building. If no office is maintained, the Operator shall post in conspicuous places on the hangar facilities the name, address and telephone number of the Operator and of the person who shall be managing or operating the hangar facilities. The operator shall have an area of sufficient size to accommodate the building with proper access.
- e. Each Operator shall, upon being authorized by the City as the construction of any required physical facilities permits, and subsequent to the execution of a proper lease, as soon as feasible, commence and conduct on a full-time basis all business activities and services.

- f. Except in cases of an Operator offering T-hangar or inside hangar aircraft storage only, each Operator shall provide and maintain an office which shall be staffed and open to the public during normal business hours of each normal business day of that Operator which shall be the operator's office or place of business on the Airport. These facilities and office shall be kept in a neat, clean and orderly condition and properly painted. The office shall contain adequate floor space for the operation being conducted. Only one office shall be required of each Operator.
- g. Unless covered under pre-existing agreement with the City, each Operator approved shall enter into a lease agreement with the City which includes an agreement on the part of Operator to accept, be bound by, comply with and conduct business operations in accordance with these rules and regulations and to agree that the license and authority to carry on business at the Airport shall be subject to the terms and conditions set out in these regulations and standards and the relocation or termination thereof as herein provided.
- h. Unless otherwise provided by the City, operations of the Operator shall be conducted on one area of sufficient size to accommodate services for which the operator holds a lease allowing for future growth and additional services as contemplated by the City, or the applicant, at the time of application, to the extent however, that space is available at the Airport.
- i. For an Operator to qualify for approval, it must have available sufficient operating funds to conduct the proposed business.
- j. An Operator shall cooperate with the City in the operation, management and control of the Airport and shall do all things reasonable to advance or promote the Airport and aeronautical activities thereon and to develop the Airport into an attractive, efficient and modern facility.
- k. All complaints against any Operator for violation of these regulations and standards shall be filed with the City and made in writing, signed by the party submitting the complaint and specifying dates, times, and witnesses, if any.
- l. The Operator agrees to indemnify, defend, and hold the City, its authorized agents, officers, representatives, and employees from and against any and all actions, penalties, liability, claims, demands, damages, or loss resulting from claims or court actions, whether civil, criminal or in equity, and arising directly or indirectly out of acts or omissions of the Operator, its agents, employees, servants, guests, or business visitors.

- m. To guarantee performance of paragraph (l.) above, the Operator shall secure, at the Operators' expense, public liability and property damage insurance on which the City shall be named as an additional insured. Such policies of insurance shall be maintained in full force and effect during all terms of existing leases and agreements or renewals or extensions thereof. Such policies shall be with an insurance company licensed to do business in the State of Utah. Copies of all such policies of insurance shall be delivered to the City and shall be held for the benefit of the parties as their respective interests may appear. The amounts of said insurance shall not be deemed a limitation on the Operator's liability to the City.
- n. The Operator shall furnish all services authorized or licensed by the City on a fair, and non-discriminatory basis to all users thereof and shall charge fair, reasonable and non-discriminatory prices for each unit of service; provided that the Operator may make reasonably and non-discriminatory discounts, rebates.
- o. The City may, at its discretion, terminate any lease or other agreement authorizing the Operator to conduct any services or businesses at the Airport, which said termination shall automatically revoke the Operator's lease, for any cause or reason provided in these rules and regulations, or by law, and in addition thereto, upon the happening of any one or more of the following:
  - (1) Filing of a petition voluntarily or involuntarily, for the adjudication of the Operator as bankrupt.
  - (2) The making of the Operator of any general assignment for the benefit of creditors.
  - (3) The abandonment or discontinuance of any permitted operation at the Airport.
  - (4) The failure of the Operator to remedy any default or breach of violations by it or its personnel in keeping, observing, performing, and complying with these regulations and standards and the terms, covenants, conditions in any lease or agreement entered into pursuant hereto on the part of the Operator to be performed, kept, or preserved, within 30 days from the date written notice from the City has been mailed to delivered to the place of business of the Operator at the Airport.
  - (5) The failure to promptly pay to the City, when due, all rents, charges, fees and other payments which are payable to the City by the Operator.
  - (6) The Operator, or any partner, officer, director, employee or agent thereof commits any of the following:
    - (a) Repeatedly violates any of these rules and regulations; or

- (b) Engages in unsafe or reckless practices in the operation of an aircraft on or in the vicinity of the Airport which creates a hazard to the safety of the Airport users, other aircraft, or the general public, or endangers property, or which could, if an emergency developed, foreseeable result in causing personal injuries or death to a person or damage to property; or
  - (c) Operates the business of the Operator in such a fashion as to create a safety hazard on the Airport for other Airport users, aircraft or property at the Airport, the general public or the Airport, or any pilots, students or passengers.
- (7) The discovery that the Operator, through its application, supporting documents, statement before the City, has purposely misrepresented, misstated, falsified, or failed to make full disclosure of required information related to its application for an Operator lease agreement with the City.
- p. In the event of such termination, the Operator shall forthwith peaceably vacate the Airport and surrender possession of the premises to the City and cease and desist all business operations at the Airport. Should the Operator fail to make such surrender, the City shall have the right at once and without further notice to the Operator, to enter and take full possession of the space occupied by the Operator at the Airport by force or otherwise, and with or without legal process to expel, oust, and remove any and all parties and any and all goods and chattels not belonging to the City that may be found within or upon the same at the expense of the Operator and without being liable to prosecution or to any claim for damage therefore. Upon such termination by the City, all rights, powers and privileges of the Operator hereunder shall cease, and the Operator shall immediately vacate any space occupied by it under this agreement or any lease or leases and shall make no claim of any kind whatsoever against the City, its agents or representatives by reason of such termination or any act incident thereto.
- q. In addition to all other rights and remedies provided in these regulations, the City shall have any and all other rights and remedies at law or in equity, including the equitable remedy of injunction, to enforce these regulations and standards, to obtain compliance herewith and to impose the penalties herein provided.
- r. To the extent necessary to protect the rights and interest of the City or to investigate compliance with the terms of the rules and regulations, the Airport Manager or any authorized agents of the City shall have the right to inspect at all reasonable times all Airport premises together

with all structures or improvements and all aircraft, equipment, and all licenses and registrations.

- s. The Operator shall park and store the aircraft used in its operations and its customer's aircraft on its assigned area only, unless arrangements for such parking with another Operator, the City or the Airport Manager are made.

### **Section 3   Flying Clubs**

All flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of these rules and regulations. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein.

- a. The clubs shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of aircraft must be vested in the name of the flying club or owned ratably by all of its members. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance, replacement, and improvement of its aircraft and equipment.
- b. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall be permitted to do maintenance work on the aircraft owned by the club.
- c. The flying club, with its initial application, shall furnish the governing body a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, to be revised on a semiannual basis; evidence of insurance in the form of a certificate of insurance in the following minimum amounts: public liability \$100,000 per person; public liability \$2,000,000 per accident; property damage \$2,000,000 with hold harmless clause in favor of the City, its officers and employees (ten days prior notice of cancellation shall be filed with the City); number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and operating rules of the club, if applicable. The books and other records of the club shall

be available for review at any reasonable time by the City or other representatives of the governing body.

- d. A flying club must abide by and comply with all Federal, State and local laws, ordinances, regulations and these rules and regulations.
- e. All flying clubs are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport except that said flying club may sell or exchange its capital equipment.
- f. A flying club which repeatedly violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations.

#### **Section 4**    **Independent Flight Instructors**

Individuals desiring to perform as "independent" flight instructors and conduct flight training on a limited, part-time basis, and who have obtained appropriate certification from the Federal Aviation Administration (FAA), must comply with the applicable provisions of these rules and regulations. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein.

- a. Individual flight instructors with their initial application shall furnish to the governing body City:
  - (1) A copy of the applicable FAA certification documents;
  - (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
  - (3) A current address and telephone number.
- b. Independent flight instructors must abide by and comply with all applicable federal, state and local laws, ordinances, regulations, and these rules and regulations.
- c. Independent flight instructions are prohibited from selling or leasing any material goods or services in direct competition with existing Operator's on the airport other than those services directly related to the conduct of individual flight training.
- d. Independent flight instructors who repeatedly violate any of the foregoing will be required to terminate all flight training operations on the Airport to which this section applies.

#### **Section 5**    **Personal Aircraft Sales and Leases**

Nothing contained herein shall prohibit any individual or business from selling and/or leasing personally or business owned aircraft at their discretion providing that all other applicable rules, regulations and minimum standards contained in this document are complied with.

## **Section 6 Specialized Commercial Activities**

- a. **Parachute Jumping:** Any commercial parachute jumping clubs or organizations desiring to engage in parachute jumping onto the Airport must as a minimum provide the following:
- (1) Obtain the written permission of the Airport Manager.
  - (2) Specify the hours and areas for the drop and issue a Notice to Airmen as appropriate.
  - (3) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees. If the organization is a member of the United States Parachute Association, the coverage provided by membership in that organization is acceptable.
- b. **Casual Aircraft Mechanics:** An individual desiring to engage in occasional commercial airframe or powerplant or specialized repair service, must provide as a minimum the following:
- (1) A copy of the applicable FAA certification documents;
  - (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
  - (3) A current address and telephone number.
  - (4) A non-refundable ~~\$100.00~~ annual fee is required to provide services on the airport.

## **Section 7 Helicopter/Rotorcraft Flight School Operating Protocols**

These protocols establish operating procedures for conducting all helicopter/rotorcraft flight school operations at the Cedar City Regional Airport. These established procedures help ensure the safety of all aviation users at the airport while still providing an atmosphere where Flight Schools may accomplish student training objectives.

1. Landing or touching down with skids is not permitted on Runway 2/20.
2. Any operation on or over the Main Passenger Terminal and Air Carrier Apron is not permitted. This is a TSA Restricted Area.

3. Taxiway A, north of Runway 8/26 is closed for all helicopter/rotorcraft flight school operations, this includes the area between Taxiway A and the airport perimeter boundary on Airport Road.
4. Taxiway D, north of Runway 8/26 is closed from 1 May through 1 Oct for all helicopter/rotorcraft flight school operations, this includes the area between Taxiway D and the airport perimeter boundary on Airport Road.
5. Run-on or Slide-on landings will only be accomplished on Runway 8/26, west of Runway 2/20 (wind permitting). Should the winds not permit use of Runway 8/26, the alternate location is Taxiway D, south of Runway 8/26. **At no times will Run-on or Slide-on landings be accomplished on any other airport paved surface.**
6. Hover practice will be limited to the following locations (space permitting):
  - a. Hover practice pad on west side of Runway 2/20 and Taxiway D1
  - b. Runway 8/26 (west of Runway 2/20)
  - c. Helipad
  - d. East Apron
7. All flight operations should be over a paved airport surface. When it might become necessary to operate over any unpaved surfaces, pilots will air taxi above 25 feet AGL and above 20 KIAS.
8. A maximum of four helicopter/rotorcraft aircraft will be permitted for pattern training at any given time.
9. All helicopter/rotorcraft aircraft utilizing a right hand Runway 2/20 traffic pattern must remain east of Lund Highway unless transitioning out of the area.
10. During airport snow removal operations, airport runways and taxiways may not be available for use.
11. All flight operations must avoid the Glide Slope Critical Area and Automated Weather Observation Site, both on the west side of Runway 2/20.
12. When fixed wing aircraft are present in the Cedar City Regional Airport airspace, all helicopter traffic will vacate the established primary runway 2/20 traffic pattern and discontinue use of this runway.

13. All helicopter parking must be in locations approved by airport management and clear of all Taxiway Object Free Areas (TOFA).

14. All personnel must be familiar with the Airport Rules and Regulations and Minimum Standards.

15. At no time is equipment allowed to be parked on an airport common use area which includes all runways, taxiways and parking aprons.

### Noise Abatement Protocols

All efforts should be made to avoid community/county residential areas for all helicopter operations.

To improve the quality of our environment, it is imperative that every pilot minimize noise irritation to the public. The following are several techniques which should be employed when possible.

1. Avoid flying over outdoor assemblies of people. When this cannot be avoided, fly as high as practical, preferably over 2000 feet Above Ground Level (AGL).
2. Avoid blade slap. Blade slap generally occurs at airspeeds below 100 KIAS. It can usually be avoided by maintaining 100 KIAS until rate of descent is over 1000 FPM, then using a fairly steep approach until airspeed is below 65 KIAS. With the right door vent open, the pilot can easily determine those flight conditions which produce blade slap and develop piloting techniques to eliminate or reduce it.
3. When departing from or approaching a landing site, avoid prolonged flight over noise-sensitive areas. Always fly above 500 feet AGL and preferably above 1000 feet AGL.
4. Repetitive noise is far more irritating than a single occurrence. If you must fly over the same area more than once, vary your flight path to not overfly the same buildings each time.
5. When overflying populated areas, look ahead and select the least noise-sensitive route.

### NOTE

The above noise abatement procedures do not apply where they would conflict with Air Traffic Control clearances or instructions or when, in the pilot's judgment, they would result in an unsafe flight path.

**CHAPTER V**  
**AIRPORT LEASE POLICY**

**Section 1**    **Lease Term**

The maximum term for City owned facilities shall be 5yrs. with additional 5yr. extension options when agreed to by all parties. The initial term for raw land shall be 20 yrs. with 5 yr. options subject to re-negotiation. On raw land leases, **LesseeTenant** shall be given 1 year to obtain building permits or lease will become void.

All airport tenants must provide the Airport Staff 24 hour a day / 7 day a week access to any facility built on the airport by providing a door key or door combination. The access is to allow for Base Airplane Inventories, FAA requested searches for missing airplanes, and facility inspections.

**Section 2**    **Lease Rate**

Rate will be determined based on the following factors:

- Prevailing consumer price index (CPI)
- Per square foot area
- Rates for like facilities or land in the local area
- Apron/taxiway access
- City Council approved rates/fee structure

Lease Rates are approved by the City Council and are adjusted per terms of the lease agreement.

**Section 3**    **Utilities**

1. Use of City supplied utilities in common areas will be reflected in the lease rates.
2. Unique utilities required in common areas will be the responsibility of **lesseetenant**.
3. Hook up and cost of utilities to buildings constructed on leased city land shall be the responsibility of the **lesseetenant**.
4. Unless otherwise provided in the lease agreement with the City, the Operator shall, at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, ramps, tie-down area, taxi-ways, fences and all other facilities and improvements requested or approved by the City as part of the lease for the Operator to carry on the activities or services authorized by the City.

5. The Operator shall promptly pay, when due, all charges for water, sewer, power, telephone service and all other utilities and services supplied to the operation at the Airport; and all wages or salaries and all rentals, fees and payments to the City.

#### **Section 4 Facility Maintenance**

1. **LesseeTenant** will be responsible for proper upkeep of the facility. Uncommon wear or breakage will be the responsibility of the **lesseetenant**.
2. Normal wear or failure of such items as plumbing, fixtures, carpets, integrity of the roof, paint etc. which were part of the original lease agreement shall be the responsibility of the lessor.
3. **LesseeTenant** may opt to make necessary repairs of lessor's maintenance responsibilities for lease payment credit with lessor's approval. In such cases a detailed breakdown of cost by category (labor/materials) shall be submitted to the lessor for approval prior to repair start. The lessor may accomplish such maintenance/repair if that option will result in a financial benefit to the lessor.

#### **Section 5 Construction/Modifications to a City Owned Facility**

1. Plans and specifications and an FAA 7460-1 Form for any construction required or approved by the Operator shall be submitted to the City for review and approval within 60 days from successful negotiations of a lease agreement, and construction thereon shall commence within 60 days from the City's Approval of the plans and specifications. The deadlines provided in this paragraph may be extended by the City for a good cause upon the request of the Operator. All construction shall comply with applicable building codes and other ordinances and the proper permits including fees, shall be secured and paid for by the Operator.
2. If the proposed modifications to the facility under lease are deemed to be in the best interest of the lessor, the cost of such modifications will be shared by the **lesseetenant** and lessor at a ratio negotiated for each specific project.
3. In the event proposed modifications are not deemed to be in the interest of the lessor, the modifications can be made with approval of the lessor, however, the cost of such modifications shall be the responsibility of the **lesseetenant**.
4. Any modifications made to the facility by either No. 1 or 2 above shall not be removed at lease end without approval of the lessor.
5. Modifications to the facility required to meet safety codes, building codes, or handicapped access codes will be the responsibility of the lessor, given that the use requiring such modifications is agreed to and is part of the

original intent of the lease agreement. Otherwise the cost of such modifications shall be the subject of negotiation.

## CHAPTER VI

### DEVELOPMENT STANDARDS

#### **Section 1 Purpose:**

Development standards promote consistent architectural design, site planning and visual appearance of hangars constructed at the airport. Development standards ensure new hangar development will be constructed in accordance with FAA regulations and Advisory Circulars along with local regulations relating to public health, safety, and welfare. Development standards also guarantee that future hangar development will be designed and constructed in a manner that will enhance both existing and future development.

#### **Section 2 Development Standards:**

Development standards are implemented for use in the design of hangars and other structures built at the Cedar City Regional Airport. They do not replace local building and fire codes that are implemented by local city, county, state, and federal entities. They do, however, supersede city ordinances when the hangar property is completely within the airport property boundary and the site does not border a city street. All engineering standards for utilities are strictly enforced on any airport development. It is the responsibility of the tenant to meet all codes and standards required. Development standards apply to both proposed hangar development and existing hangar modifications. All improvements to a site accomplished to comply with any City ordinance, this document, or any other Code shall be the responsibility of the Lessee Tenant.

#### **Section 2.1 Site Plan Review / Permits:**

- a. Pre-Design: Prior to the hangar site planning and design, the tenant or the designated representative will meet with the airport manager to discuss the following pre-design requirements.
  1. Lease agreement terms and conditions
  2. Lot location for the proposed hangar
  3. Development standards
  4. Construction document requirements
  5. Building Plans
- b. Construction Documents: The tenant or designated representative shall prepare and submit an "Application for Raw Land Lease" to the airport

manager at least 7 days prior to the Airport Board meeting where action is required.

- c. FAA Review: The tenant is responsible for submitting a Notice of Proposed Construction form 7460-1 to the FAA for approval. The airport manager will offer assistance to the tenant if requested. Form 7460-1 permits can take **90 days** or more to process and approve. No building permit will be issued until FAA approval of 7460-1.
- d. Permits: The tenant is responsible for obtaining all applicable building permits. All permits shall be obtained before the start of construction. The Airport Board must approve all construction plans prior to issuance of any building permit. Reviews will be accomplished using guidelines in Chapter VI, Section 2.2 through 2.5.
- e. Survey Fee: A ~~five hundred dollar (\$500)-survey fee~~ is due at time of application for a raw land lease. This fee will allow the city Engineering Department to survey desired location and write a legal description for lease documents. The ~~\$500~~ fee is credited toward the lease, provided the applicant finalizes the lease process and constructs the facility. The fee becomes non-refundable if the applicant fails to complete the lease and construction process.

### **Section 2.2 Setbacks:**

Setbacks from object free areas and property lines are required to enhance the safety of aircraft operations on taxiways and taxi-lanes and to allow access for emergency vehicles. All setbacks shall conform to both local city zoning ordinances, FAA Advisory Circulars, and this document. The site plan shall show the location and dimension of all object free areas on impacted taxiways or taxi-lanes. The following hangar development setbacks apply:

- a. Hangars erected at the Cedar City Regional Airport shall have a non-airside side yard setback of no less than 7.5' from an adjoining lease line.
- b. Hangars will be located outside the established taxiway/taxilane object free area.
- c. Hangars shall have a minimum setback of 20' from any public street, airport road or city right of way.
- d. Hangars facing a major access taxiway shall have a setback of no less than that of the longest dimension of the largest aircraft that can be stored in the hangar from the object free area.
- e. The rear setback shall be determined by the specific site location and constraints in the area. Hangars in the development area south of the BLM shall have a rear setback to the center of the utility easement.

### **Section 2.3 Height Restrictions**

The overall height of the structure shall be commensurate with other proximate structures, depending on use and aircraft size. Under no circumstances will any structure be permitted to exceed a height that would make it an obstruction under

Federal Aviation Regulation (FAR) Part 77, as depicted on the FAA-approved Airport Airspace Drawing.

All applications for development must include a completed and approved FAA Form 7460-1, Notice of Proposed Construction or Alteration.

#### **Section 2.4 Hangar Size**

All hangars shall meet the minimum square footage established for the airport. The minimum hangar size established in these standards may be reduced, or modified where the proposed site does not have adequate width or depth or to accommodate a utility easement.

- a. Hangars constructed at Cedar City Regional Airport shall be a minimum of 3600 square feet.
- b. Hangars shall be sized and shaped to adequately and safely store the proposed aircraft. The proposed hangar size, shape, and use must be consistent with the Airport Master Plan and Airport Layout Plan for the proposed location unless unusual circumstances allow for exception.

#### **Section 2.5 Architecture**

Hangars erected at the Cedar City Regional Airport shall meet all applicable building codes, including fire, electrical, and plumbing, etc. The proposed hangar will be reviewed by the airport manager and the Airport Advisory Board to determine compatibility with the Airport Master Plan and Airport Layout Plan. The proposed hangar will also be reviewed by the project review committee in accordance with their development checklist.

- a. Construction Materials: Pre-fabricated, pre-engineered or erected hangars shall have a façade of masonry, concrete, powder coated metal or a combination of these materials. Other materials may be used if approved by the Airport Board, the Fire Marshal, and the Building Inspector.
- b. Structural Requirements: All hangars shall be engineered to meet the following standards; Seismic Zone D- Importance Factor 1, Wind loading to 90 MPH, Exposure C, and a Snow load of 30 PSF plus drift.
- c. Exterior Color: All exterior surface colors shall be compatible with that of the surrounding area as determined and approved by the Airport Board. The tenant shall submit a sample of the colors selected as part of the "Application for Raw Land Lease" for approval.
- d. Framing: All hangar structures shall be totally enclosed. No open sided structures shall be permitted with the exception of shade covers. Metal shade covers may be built in designated areas with the approval of the

## Airport Advisory Board.

- e) Exterior: All exterior surfaces shall be of new material, pre-finished aluminum, steel, or decorative masonry. No painted wood, unfinished materials or excessive glass walls will be permitted. No used or damaged/salvaged-materials will be allowed.

i. Building glazing shall not cause glare or reflections that will interfere with airport operations or ground circulation. Windows or large areas of glass shall be oriented and/or treated to avoid reflections which could distract pilots landing or taking off.

ii. All new construction shall be of high quality and utilize materials and finishes which will maintain their appearance with low maintenance.

### **Section 3 Paved Access**

The tenant shall provide paved access from the aircraft door of the hangar to the existing apron, taxilane or taxiway edge. The pavement strength and materials shall be designed to current airport engineering and FAA standards. The first five feet in front of the hangar door shall be concrete for the entire front of the building.

### **Section 4 Storm Water Systems**

Storm water systems shall be designed to current city engineering standards. No storm drainage system will be allowed under buildings. All roof drains shall be connected to a storm drainage system.

### **Section 5 Signs**

Signs are permitted in accordance with Cedar City signage standards. All signs must be approved by the building inspector and Airport Manager. No lighted signs are permitted on airside of airport.

### **Section 6 Lighting**

Within the non-airside property boundaries, lighting may be used to illuminate buildings, landscaping, signs and parking provided the lighting is adequately shielded from public streets and the airfield. If hangar apron lighting is necessary, lighting fixtures must be attached to the façade of the hangar and adequately shielded from the airfield.

### **Section 7 Landscape**

All landscaped areas shall conform to the existing landscape ordinances. Plant materials that attract birds and other wildlife are not permitted. Trees are not

permitted. Existing trees will be allowed to remain until the tree becomes a wildlife attractant, at which time the tree will be removed. Xeriscape is highly recommended. The hangar landscape design shall be submitted to and reviewed by the airport manager and the city building inspector to insure that all landscaping will conform to existing landscape ordinances and FAA height restrictions.

## **Section 8 Sidewalks**

If the proposed hangar borders landside airport property, or a public street, where city standards require a sidewalk, the tenant is responsible for the construction of the sidewalk and curb/gutter along the property line bordering the landside property or the public street unless a sidewalk is already existing.

## **Section 9 Parking**

Parking shall be designed in accordance with local city parking ordinances and ADA standards. Pavement, curb and gutter shall be designed to meet current Cedar City engineering standards and local city codes. Pavement, curb and gutter shall not be required on lots that are completely within the airport property boundaries. Owners and visitors of/to the hangar lots that are completely within airport property boundaries will park their vehicles within their lot and/or hangar at all times. For hangars constructed on either the 1400 or 1500 North Taxilanes, the parking of vehicles or equipment between the front of the hangar and the taxilane is not permitted.

## **Section 10 Outdoor Storage**

Outdoor storage areas, dumpsters, loading/unloading areas, roof equipment will be screened with the same architectural style as the hangar or as approved by the project review team.

## **Section 11 Utilities**

The tenant shall negotiate for utility service with each individual utility company.

## **Section 12 Temporary Buildings**

Temporary buildings such as trailers are subject to approval by the building inspector and must be in compliance with city ordinance. Temporary buildings must be constructed of materials that have an exterior color that compliments the surrounding area.

## **Section 13 Snow Removal**

The airport staff will plow snow in front of the hangar area within ten feet of hangar doors when the hangar is adjacent to a public-common use apron. The City will not be responsible for any possible damage to hangars or aprons including cracks or chipped concrete resulting from the snow removal. All snow removal operations are subject to the priorities established in the Airport Snow Removal Plan. Hangar aprons are the lowest priority. Hangars that are adjacent to a taxilane will be plowed to the edge of the taxilane. All other snow removal shall be the responsibility of the tenant.

#### **Section 14 Refuse**

No storage of waste, refuse material, aircraft parts, vehicles or equipment shall be permitted outside the hangar.

#### **Section 15 Fencing**

Security/Wildlife fencing shall be required on all properties that are located on the airport boundary. Fence construction shall meet FAA and City specifications. Properties that are totally within the airport boundary will not be fenced. Temporary fence panels may be allowed on these properties at the discretion of the airport manager.

#### **Section 16 Office and Apartments in Hangars**

Hangar Owners are allowed to install offices, kitchens and restrooms in their hangar, which may be used only for aviation purposes. The hangar may not be used for overnight stays or for any residential or non-aviation related activity.

#### **Section 17 Construction Standard**

All construction must be accomplished in a timely manner. A representative of the airport reserves the right to inspect and reject any phase of the construction. A detailed drawing of the proposed hangar ~~and a copy of the city Building Permit~~ must be submitted to the Airport Board for approval before construction may begin. building permit can be issued.

#### **Section 18 Clean up and Reclamation**

The builder-tenant shall haul all excess gravel and topsoil material from the site to an alternative location on the airport as so directed by the Airport Staff. A ~~one thousand dollar (\$1,000.00)~~ clean up and reclamation deposit is required. These funds must be placed on deposit with the airport-City before any construction begins. If all cleanup and reclamation is completed by the builder-tenant to the satisfaction of the airport staff, the entire deposit will be returned. If this work is not completed within 14 days after the issuance of a certificate of occupancy, the airport shall have the right to complete the work or contract it out and utilize the owner's-tenant's deposit as payment. The remaining deposit (if any) shall be returned to the ownertenant. If the amount deposited is not sufficient to pay for the required reclamation and clean up, the owner-tenant agrees to pay any additional charges.



# CEDAR CITY

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To: City Council

From: Dan Rodgerson, Leisure Services Director

A handwritten signature in black ink, appearing to be "DR", is written over the name "Dan Rodgerson" in the "From:" line.

Re: Discounts/ Sponsorships and Promotions

Date: 1/6/14

Early in 2013, we budgeted \$22,000 for the purpose of purchasing any necessary golf equipment and supplies that were personally owned by the former golf professional John Evans. We reached an agreement with Mr. Evans of \$8,900 for his equipment and furniture.

We are currently making renovations to the Cedar Ridge Club house and I would like to utilize the remaining \$13,100 to help with that project. We carried funds from 2011/ 2012 and received two grants from tourism taxes. This would bring the total project budget from about \$31,911 to \$45,011.



<b>2014 CITY COUNCIL COMMITTEES</b>	
<b>Committee Name</b>	<b>Proposed 2014 Council Member</b>
Airport Board	Don Marchant
Frontier Homestead Foundation Board	Don Marchant
RAP Tax Arts Committee	Don Marchant
Planning Commission	Fred Rowley
Library Board	Fred Rowley
Cedar City Downtown Parking Authority	John Black
Regional Wastewater Treatment Facility Interlocal Board	John Black
Water Conservancy Board (community appointment)	John Black
Cedar Disability Awareness/Action Team	Paul Cozzens
Water Conservancy Board	Paul Cozzens
Cedar Area Transit Committee	Ron Adams
Parks and Recreation Advisory Board	Ron Adams
RAP Tax Parks and Recreation Committee	Ron Adams
Board of Adjustments	None
Housing Board of Commissioners	None
Trails Commission (Subcommittee of Park & Rec)	None
Cross Hollow Event Center Committee (Subcommittee of Park & Rec)	None

The City Council committee assignments will be reevaluated each January to determine if any changes should be proposed.

### **2014 City Council Proposed Committees**

#### **on Marchant**

- **Airport Board**: There are currently a number of projects in the works where Don has been, and continues to be very instrumental. It would be a benefit to our community to use his expertise to keep these ongoing projects in their established timeframe.
- **Frontier Homestead Foundation Board**: Don currently serves as the City's representative on this committee and has expressed an interest in remaining in this capacity.
- **RAP Tax Arts Committee**: Don has been through the RAP Tax application process and can provide valuable insight this year as the applications are explained to our citizens and reviewed by the committee. He will also be able to answer any questions that the committee members may have regarding the RAP Tax funding, application review and recommendation process.

#### **Fred Rowley**

- **Planning Commission**: As someone who has previously served as a city council member and a mayor, Fred understands the complexity of the issues that will come before the Planning Commission. He is not afraid to state his opinion on a particular issue yet, he remains professional and respectful, especially toward our citizens, during the conversations. Fred has demonstrated that will diligently research the various issues so that he can be as prepared as possible for each meeting.
- **Library Board**: As an educator, Fred has a professional background to serve on the Library Board. He will be able to provide invaluable input to ensure we have the best policies and procedures in place to serve our community in this literary arena.

## John Black

- Cedar City Downtown Parking Authority: John currently serves on this committee and asked to remain on the Downtown Parking Authority.
- Regional Wastewater Treatment Facility Interlocal Board: John has been serving on this committee, and with the expansion of the wastewater treatment facility, he can continue to be an asset as he has the past institutional knowledge related to this board. Additionally, John has also worked with citizens and staff through his role on the Water Conservancy Board that directly relate to the wastewater treatment facility. It is an asset to our community to have a council member that serves on both the Water Conservancy Board and the Regional Wastewater Treatment Facility Interlocal Board and thus, can be a liaison between both boards and the Council.
- Water Conservancy Board (community appointment): John is already serving on this board as the community appointee not the City Council appointee therefore; this committee appointment does not have to be approved.

## Paul Cozzens

- Cedar Disability Awareness/Action Team: Paul currently serves on this committee and wanted to remain on the Board.
- Water Conservancy Board: There are currently a number of projects in the works where Paul has been, and continues to be very instrumental. He has already developed the relationships and knowledge base necessary to successfully serve as the Council Representative on the Water Conservancy Board. It is a benefit to our community to allow him to see these projects through to their completion.

## Ron Adams

- Cedar Area Transit Committee: Ron currently serves on this committee and has diligently brought matters before the Council when appropriate. Ron can satisfactorily continue to serve on this committee while also balancing the responsibilities associated with his other two committee assignments and council obligations.
- Park and Recreation Advisory Board: As someone who has spent the past 4 years as a member of the Planning Commission and is also involved in real estate arena, Ron has a strong foundation relating to the numerous land use issues that can come into play during the discussions of a new park location and/or trail expansion. Beyond his knowledge of land use issues, Ron also has a skill set that will allow him to be able to provide recommendations regarding future planning as he understands community growth trends. Ron has continually demonstrated that he is available to the public and is able to take the steps necessary to sufficiently present the Council with public complaints and provide city alternatives, as can be needed in this position.
- RAP Tax Park and Recreation: Ron has served a previous term on Council and has seen a number of issues that have arisen during the RAP Tax Park and Recreation application process. Through this committee placement, Ron will be able to respectfully assist the public and other committee members navigate through the application process. He has the background knowledge of prior concerns that have been expressed regarding the application completion and will be able to assist all of those involved not repeat previous mistakes that prevented groups from complying with the funding requirements.