

Cedar City

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

Mayor

Garth O. Green

Council Members

Terri W. Hartley
Craig E. Isom
W. Tyler Melling
R. Scott Phillips
Ronald Riddle

City Manager

Paul Bittmenn

CITY COUNCIL WORK MEETING

JULY 5, 2023

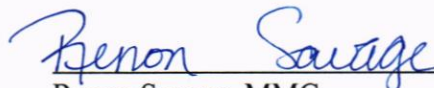
5:30 P.M.

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

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comments
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 1. Consider a resolution approving the allotment of RAP tax funds as recommended by the Arts Advisory Board. Joanne Brattain/Paul Bittmenn
 2. Consider a resolution approving the allotment of RAP tax funds as recommended by the Parks and Recreation Advisory Board. Mauri Bleazard/Paul Bittmenn
 3. Consider a resolution asking the voters to reauthorize the RAP Tax. Paul Bittmenn
 4. Consider a variance from the City Engineering Standards pertaining to the Vicinity Plan for the Ekko View Estates Subdivision located at approximately 1800 N. Lund Highway. GO Civil/Donald Boudreau
 5. Consider the vicinity plan for Ekko View Estates Subdivision located at 1800 N. Lund Highway. Go Civil/Don Boudreau
 6. Consider disposing of City property located in the vicinity of 120 N 100 W. Bush & Gudgell/Randall McUne
 7. Consider disposing of City property located in the vicinity of 240 N 100 E. Bush & Gudgell/Randall McUne
 8. Consider approving a Building Permit Agreement with Logan Payne for the deferral of frontage improvements on property located at 3000 N and 2100 W. Go Civil / Randall McUne
 9. Consider disposing of City property located in the vicinity of 100 N 300 E. Tom Jett/Randall McUne
 - Staff
 10. Consider stall bids for the Cross Hollow Event Center. Scott Christensen
 11. Consider bids for roping boxes and chutes at the Cross Hollow Event Center. Scott Christensen

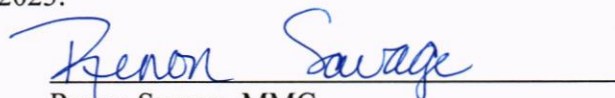
12. Consider approval to sign AIP-046 Federal Grant. Tyler Galetka
13. Consider awarding AIP-046 engineering contract for pavement maintenance project. Tyler Galetka
14. Consider approval to sign AIP-047 Federal Grant. Tyler Galetka
15. Consider awarding AIP-047 engineering contract for fence relocation project. Tyler Galetka
16. Consider AIP-048 and award contract to acquire a new Aircraft Rescue Fire Fighting (ARFF) Truck & ancillary equipment. Tyler Galetka
17. Consider proposals for traffic studies at the intersections of Lund Highway/1600 North, 600 South/860 West, and Bulldog Road/Kitty Hawk Drive. Jonathan Stathis
18. Consider proposals for engineering design of the Hunter Glenn Sewer Outfall Line. Jonathan Stathis
19. Consider bids for the Iron West Sports Complex Water Line and Power project. Jonathan Stathis
20. Consider bids for the Iron West Sports Complex Irrigation System and Lighting Conduit project. Jonathan Stathis
21. Consider releasing Cedar City's right of first refusal in water right #73—154/73-4576. Paul Bittmenn
22. Consider approving a resolution and a sales agreement for the purchase water rights from the Grimm family. Paul Bittmenn
23. Consider approval of a water purchase agreement and resolution related to the purchase of water rights from Holts. Paul Bittmenn
24. Closed Session – Property Negotiations

Dated this 3rd day of July, 2023.


Renon Savage, MMC
Cedar 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 3rd day of July, 2023.


Renon Savage, MMC
Cedar 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 ITEMS - I
DECISION PAPER

TO: Mayor and City Council
FROM: City Manager
DATE: June 29, 2023
SUBJECT: Rap Tax – Arts

The FY 23-24 budget allocated \$376,666.70 in RAP tax funding to the Arts. Per ordinance 39-1-6 10% was set aside for preservation and replacement. The committee had \$341,700 to allocate to 20 groups that applied. In addition, the Heritage Theater applied for money from the preservation and replacement fund to replace the existing sound board in the theater. The committee did an outstanding job listening to the proposals from each group and carefully considering recommendations for funding. The committee's recommendations account for \$341,799 and are listed below.

| | |
|----------------------------|-----------|
| Quilters Guild | \$7,500 |
| Arts Council | \$8,000 |
| Children's musical theater | \$19,500 |
| Community Band | \$2,500 |
| Johnson Center | \$12,500 |
| Junior Ballet | \$17,500 |
| Music Arts | \$17,800 |
| Heritage and Livestock | \$17,000 |
| Community theater | \$16,250 |
| In Jubilo | \$4,200 |
| Iron County Music Arts | \$10,500 |
| Jazz Alliance | \$2,000 |
| Master Singers | \$3,000 |
| Orchestra of Southern Utah | \$18,900 |
| Simon Fest | \$17,500 |
| So. Utah Museum of Art | \$41,500 |
| Suzuki strings | \$3,750 |
| Utah Shakespeare Festival | \$118,000 |
| IMPAC theater co. | \$2,000 |
| Crossroads music festival | \$2,000 |

Additionally, the committee recommended spending \$35,000 from the preservation and replacement fund to purchase the new sound board for the heritage theater. Please consider approving the recommendations made by the arts advisory committee. If you have any questions, please call. Thank you.

TO: Cedar City Council

FROM: Joanne Brattain, Chair of Arts RAP Committee

RE: Recommendations – Key Points and Lessons Learned

- Due to the 10% carve out for Preservation, we had less money to work with for the various groups, so recommendations are less across the board than last year
- Two new groups – IMPAC and Crossroads. We are always cautious with new groups until they have a track record. Impressed that IMPAC already raised \$20K before asking us for \$
- Lessons learned
 - The ordinance as currently written is a bit confusing as in one place, it says the 10% allocation is automatic and, in another place, it says it is up to our group to recommend. We were not aware of that.
 - There is not a separate pot that has been accumulating for Preservation – any unused funds and interest earned is in the reserve.
- Request moving forward:
 - Assuming RAP passes the ballot again in November (fingers crossed), clarify that language
 - When the applications are sent to the committee, please include the amount currently in the reserve
- Summary
 - The groups that receive money are grateful and careful stewards of the money
 - Our committee spends lots of time preparing and making their recommendations and works together well – overall very civil and a positive experience

CEDAR CITY RESOLUTION NO. _____

**A RESOLUTION OF THE CEDAR CITY COUNCIL APPROVING THE FISCAL YEAR
2023 – 2024
ARTS RAP TAX ALLOCATIONS**

WHEREAS, the voters of Cedar City have approved a local option tax for the funding of Botanical, Cultural, Recreational, and Zoological Organizations and Facilities pursuant to the provisions of UCA § 59-12-1401, et. sec., this tax is known locally as the RAP tax; and

WHEREAS, Cedar City has adopted ordinances to administer the RAP tax; and

WHEREAS, consistent with Cedar City ordinance the Cedar City Arts RAP tax Advisory Board received and reviewed RAP tax applications, conducted open meetings where those seeking RAP tax funding made funding presentations, conducted public deliberations and made recommendations related to where to spend the fiscal year 2023-2024 Arts portion of the RAP tax; and

WHEREAS, the Cedar City Council has received the recommendations of the Arts RAP tax advisory board and considered the same during an open and public meeting; and

WHEREAS, after due consideration of the requests from the various groups seeking funding from the RAP tax and the recommendations of the advisory board it is the decision of the Cedar City Council that the appropriations contained the attached and incorporated exhibit #1 are in compliance with the purposes for which the RAP tax was adopted, are reasonable and necessary, and will further the goals and purposes of the RAP tax program.

NOW THEREFORE BE IT RESOLVED, by the City Council of Cedar City, State of Utah, that the fiscal year 2023-2024 Arts portion of the RAP tax shall be allocated in accordance with exhibit #1.

NOW THEREFORE BE IT FURTHER RESOLVED, by the City Council of Cedar City, State of Utah, that staff is instructed to draft such agreements that are called for under City Ordinance, or that are customary, or reasonably necessary to facilitate the orderly disbursement of RAP tax funding. Staff is authorized to include such provisions in the agreements that have been discussed by the City Council and typically included in such agreements. The Mayor is authorized to enter the agreements on behalf of the City.

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

Dated this ____ day of July 2023.

Garth O. Green, Mayor

[Seal]
Attest:

Renon Savage, Recorder

Exhibit #1

Cedar City Resolution No. _____

FY 23-24 Arts RAP tax allocations

| | |
|----------------------------|------------------------------------------------------|
| Quilters Guild | \$7,500 |
| Arts Council | \$8,000 |
| Children's musical theater | \$19,500 |
| Community Band | \$2,500 |
| Johnson Center | \$12,500 |
| Junior Ballet | \$17,500 |
| Music Arts | \$17,800 |
| Heritage and Livestock | \$17,000 |
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| Orchestra of Southern Utah | \$18,900 |
| Simon Fest | \$17,500 |
| So. Utah Museum of Art | \$41,500 |
| Suzuki strings | \$3,750 |
| Utah Shakespeare Festival | \$118,000 |
| IMPAC theater co. | \$2,000 |
| Crossroads music festival | \$2,000 |
| Heritage Theater | \$35,000 from the preservation and replacement fund. |

CEDAR CITY COUNCIL
AGENDA ITEMS - 2
DECISION PAPER

TO: Mayor and City Council
FROM: City Manager
DATE: June 29, 2023
SUBJECT: RAP tax – parks and recreation

The parks and recreation RAP tax advisory board did a great job this year. In total they were allocated \$759,344.00. 10% was not set aside for preservation and replacement. If the Council would like to have 10% moved to preservation and replacement \$75,933.40 would need to be deducted from the committee's recommended allocations. Below are the Committee's recommendations.

| | |
|------------------------------------|-----------|
| Golf Course maintenance shop roof | \$7,000 |
| Golf Course P.A. system replace | \$14,000 |
| Arena bleacher replacement | \$33,000 |
| Skate Park replacement | \$160,377 |
| 2 field groomers | \$57,000 |
| Fiddler's Canyon Park improvements | \$487,967 |

Please consider approving the RAP tax recommendations for parks and recreation. If the 10% preservation/replacement is something the Council wants to set aside, please be aware that the replacement of the skate park more than covers 10% of the total allocation. If you have questions, please call. Thank you.

CEDAR CITY RESOLUTION NO. _____

**A RESOLUTION OF THE CEDAR CITY COUNCIL APPROVING THE FISCAL YEAR
2023 – 2024
PARKS AND RECREATION RAP TAX ALLOCATIONS.**

WHEREAS, the voters of Cedar City have approved a local option tax for the funding of Botanical, Cultural, Recreational, and Zoological Organizations and Facilities pursuant to the provisions of UCA § 59-12-1401, et. sec., this tax is known locally as the RAP tax; and

WHEREAS, Cedar City has adopted ordinances to administer the RAP tax; and

WHEREAS, consistent with Cedar City ordinance the Cedar City Parks and Recreation RAP tax Advisory Board received and reviewed RAP tax applications, conducted open meetings where those seeking RAP tax funding made funding presentations, conducted public deliberations and made recommendations related to where to spend the fiscal year 2023-2024 Parks and Recreation portion of the RAP tax; and

WHEREAS, the Cedar City Council has received the recommendations of the Parks and Recreation RAP tax advisory board and considered the same during an open and public meeting; and

WHEREAS, after due consideration of the requests it is the decision of the Cedar City Council that the appropriations contained the attached and incorporated spread sheet (exhibit #1) are in compliance with the purposes for which the RAP tax was adopted, are reasonable and necessary, and will further the goals and purposes of the RAP tax program.

NOW THEREFORE BE IT RESOLVED, by the City Council of Cedar City, State of Utah, that the fiscal year 2023-2024 Parks and Recreation portion of the RAP tax shall be allocated in accordance with exhibit #1.

NOW THEREFORE BE IT FURTHER RESOLVED, by the City Council of Cedar City, State of Utah, that staff is instructed to draft such agreements that are called for under City Ordinance, or that are customary, or reasonably necessary to facilitate the orderly disbursement of RAP tax funding. Staff is authorized to include such provisions in the agreements that have been discussed by the City Council and typically included in such agreements. The Mayor is authorized to enter the agreements on behalf of the City.

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

Dated this ____ day of July 2023.

Garth O. Green, Mayor

[Seal]

Attest:

Renon Savage, Recorder

Cedar City Resolution No. _____

FY 2023-2424 Parks and Recreation RAP Tax Allocations

| | |
|------------------------------------|-----------|
| Golf Course maintenance shop roof | \$7,000 |
| Golf Course P.A. system replace | \$14,000 |
| Arena bleacher replacement | \$33,000 |
| Skate Park replacement | \$160,377 |
| 2 field groomers | \$57,000 |
| Fiddler's Canyon Park improvements | \$487,967 |

Exhibit #1

Order City Resolution #

CEDAR CITY COUNCIL
AGENDA ITEMS - 3
DECISION PAPER

TO: Mayor and City Council
FROM: City Manager
DATE: July 3, 2023
SUBJECT: Reauthorization of the RAP tax

The RAP tax is a 0.1% tax on certain sales and use transactions. The funding generated by this tax has been dedicated to supporting Recreation, Arts, and Parks. The tax has to be authorized by the voters and the current tax is set to expire at the end of this calendar year. The attached resolution will place a measure on the November 21st ballot asking the voters if they want to reauthorize the RAP tax for another ten (10) years.

The current RAP tax has been funding parks, arts, and recreation for the past fifteen (15) years. The funding has been split up 1/3 for parks, 1/3 for arts, and 1/3 for recreation. In 2016 the council changed the formulation so that 10% would be set aside for a preservation and replacement fund. The 10% preservation and replacement fund is also split 1/3 for parks, 1/3 for arts, and 1/3 for recreation. There are advisory boards that are set up to give the City Council recommendations as to how to allocate the funding, including the allocation of the preservation and replacement funds. Over the 15 years of its existence the RAP tax has generated over three million dollars (\$3,000,000) in funding for the arts and over six million dollars (\$6,000,000) in funding for parks and recreation.

If you have any questions, please ask. Please consider passing the following resolution that will place the matter on the November 21st municipal election ballot. Thank you.

CEDAR CITY RESOLUTION NO. _____
A RESOLUTION OF THE CEDAR CITY COUNCIL SUBMITTING A BALLOT
MEASURE TO THE CITIZENS OF CEDAR CITY RELATED TO THE
REAUTHORIZATION OF A .1% SALES AND USE TAX TO FUND BOTANICAL,
CULTURAL, RECREATIONAL, AND ZOOLOGICAL ORGANIZATIONS OR
FACILITIES.

WHEREAS, pursuant to title 59, Chapter 12, Sections 1401 through 1407, Cedar City is empowered, with the consent of a majority of the City's voters, to impose a sales and use tax in the amount of .1% on authorized sales and uses within Cedar City; and

WHEREAS, with the authorization of a majority of the voters in 2005 the City imposed a .1% sales and use tax that was known as the RAP tax; and

WHEREAS, the authorization for the original RAP tax expired at the end of 2013. During the duly held municipal election in 2013 the voters were asked if the City was re-authorized to continue the RAP tax; and

WHEREAS, a majority of the voters in 2013 voted in favor of re-authorizing the RAP tax and Cedar City re-imposed the RAP tax for an additional ten (10) years; and

WHEREAS, the current authorization for the RAP tax is set to expire at the end 2023. Over the life of the RAP tax it has been used by Cedar City to fund numerous arts groups as well as numerous improvements to parks and recreational facilities; and

WHEREAS, in order to reauthorize the RAP tax it is necessary for a majority of the Cedar City voters to re-authorize a ballot measure during the November municipal elections; and

WHEREAS, the proposed ballot issue shall read substantially as follows:
BALLOT PROPOSITION # _____

Shall Cedar City, Utah, be authorized to impose a .1% sales and use tax for funding recreation, arts, and parks, including, but not limited to, the following uses as defined by state law: (1) cultural facilities, recreational facilities, zoological facilities, botanical organizations, cultural organizations, and zoological organizations within Cedar City; (2) provide funding for a botanical organization, cultural organization, or zoological organization to pay for use of a bus or facility rental if that use of the bus or facility rental is in furtherance of the botanical organization's, cultural organization's, or zoological organization's primary purpose; (3) the ongoing operating expenses of botanical organizations, cultural organizations, and zoological organizations within the City or within geographic areas of entities that are parties to an interlocal agreement, to which the City is a party; and (4) the ongoing operating expense of recreational facilities within the City or within the geographic area of entities that are parties to an interlocal agreement to which the City is a party. If approved and enacted the tax shall be reauthorized for a period of ten (10) years.

_____ Yes Cedar City should enact a .1% sales and use tax to fund recreation, arts, and parks.

_____ No Cedar City should not enact a .1% sales and use tax to fund recreation, arts, and parks.

WHEREAS, the Cedar City Council deems it necessary and proper to submit to the voters the issue of reauthorizing the RAP tax; and

WHEREAS, during its July 25, 2023, meeting the board of Iron County Commissioners adopted a resolution stating that the County is not seeking to impose a comparable sales and use tax under title 59, Chapter 12, Sections 701 through 709.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Cedar City, State of Utah, that the reauthorization of the .1% RAP tax, as described herein, shall be submitted to the vote of the public during the municipal general election to be held on November 21, 2023.

BE IT FURTHER RESOLVED by the City Council of Cedar City, State of Utah that the ballot provision printed on the November 21, 2023, ballot shall read substantially the same as outlined herein.

This Resolution, Cedar City Resolution No. _____, shall take effect upon passage by a majority of the City Council.

AYES: _____

NAYS: _____

ABSTAINED: _____

Dated this ____ day of _____, 2023.

[SEAL]
ATTEST:

GARTH O. GREEN
MAYOR

RENON SAVAGE
CITY RECORDER

**CEDAR CITY
COUNCIL AGENDA ITEM 4
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Donald Boudreau

MEETING DATE: July 5, 2023

SUBJECT: Consider a Variance from the City Engineering Standards pertaining to the Vicinity Plan for Ekko View Estates Subdivision located at approximately 1800 N. Lund Highway.

Discussion:

At the regularly scheduled Planning Commission Meeting of June 20, 2023, the subject Vicinity Plan received a **negative** recommendation (minutes attached). As part of the proposal the applicant is requesting a variance from Section 2.1 Cedar City Engineering Standards as follows:

2.1 GENERAL *This section defines the general requirements for public improvements within Cedar City.*

The improvements shall include all improvements of a public need, including, but not limited to streets, water, sewer, and drainage. Required improvements shall extend from the nearest acceptable point of existing improvements. Layout must provide for future extension to adjacent properties and shall be compatible with appropriate City master plans. All water lines shall be installed to the boundary lines of the development. Required geotechnical investigation recommendations shall be followed.

As proposed, the subdivision does not provide for road and utility access to the adjacent easterly property as required per the engineering standard above. Per Section 32-9.B of the City Subdivision ordinance, an applicant may seek a variance to the City Engineering Standards as follows:

Standards and Specifications: Engineering standards containing specifications for materials and installation of the required improvements to be owned and maintained by the City in subdivisions and PUDs shall be prepared by the City Engineer. Such engineering standards shall be approved by the Planning Commission and City Council and shall be adopted by resolution of the City Council. Said standards shall be considered minimum and shall apply under all ordinary circumstances; provided, however, that where the subdivider can show that a provision of these general requirements and design standards would cause unnecessary hardship if strictly adhered to and where, because of topographical or other conditions peculiar to the site, in the opinion of the City Council, a departure may be made without destroying the intent of

such provisions, the City Council may authorize a variance. Any variance so authorized shall be stated on the Final Plat and the reasons for such departure shall be entered in writing in the minutes of the City Council. Otherwise, all improvements shall be installed in accordance with City Engineering Standards.

Recommendation:

Staff recommends that the City Council discuss the proposed variance, and direct staff accordingly.

3. Subdivision – Vicinity
Mortensen/GO Civil
(Recommendation)

approx. 1800 N. off Lund Hwy.
Ekko View Estates Phases 1 H 2

Arlo: This is a vicinity plan for a twin home subd. There are a few phases with this one. **Adam:** Does this butt against Sycamore Trails? **Arlo:** No, it's to the S. **Adam:** Will the existing home be demolished? **Arlo:** I don't think there's one on this. **Don:** I think there's a little house there. **Adam:** Those structures are part of this and will be demolished? **Arlo:** Yes. **Adam:** What's the current zone? **Arlo:** All of it is R-2-2. The one thing we wanted to go over is item #14. The developer's requesting a variance with the approval of this vicinity plan to not stub in a road or utilities to the adjacent property. They want the other to be a stand-alone with no roads going through it and there's no reason to stub utilities in the E. There is a road that butts up against the adjacent property that has access to utilities. **Jennie:** How many units are there? **Arlo:** Now there's 34 lots proposed. **Carter:** 68 homes total. **Adam:** So, fully built it will be over 80? **Arlo:** Yes. There's another access to the N. **Carter:** Are you saying the ordinance shows another road should be going to the E? **Arlo:** No. There's no MP road or utilities going into that. **Carter:** What's the variance? **Arlo:** We didn't want to provide a stub there. **Jonathan:** It's not in the ordinance; it's in the engineering standards. It says the layout must provide an extension for future properties. It would be a variance to that standard. **Adam:** So, it doesn't landlock someone. **Jonathan:** Yes. **Carter:** Is this the neighboring piece to the National Guard piece? **Jonathan:** No. **Arlo:** We'll have utilities along Lund. There's a MP road and MP water to the E along the side. **Carter:** We changed that because of the National Guard facility. The MP road is the green line that turns south and goes back to 1600 N. **Adam:** Was that approved with City Council? **Jonathan:** Yes. It goes around the parcel when the MP road goes in. **Carter:** With that road in the parcel, it would have access to the other road. **Jonathan:** Yes. When the MP road goes in. **Carter:** What does engineering think? **Jonathan:** The engineering standard would have to be varied by City Council. If the PC recommends this, it would be subject to a variance from City Council. **Adam:** Have they ever granted one before? **Jonathan:** I'm not sure we've done one. **Adam:** Is it common for that to be required and developers follow suit? **Jonathan:** This standard has been applied at differing levels over the years, but it's something we'd like to see applied for planning purposes. Not just to landlocked adjacent parcels but for circulation and traffic flow and utilities to be able to stub through to adjacent properties. It's important to have those connections. **Don:** These closed loop subdivisions that go on and off MP roads it will come back to bite us. It needs some connectivity from neighborhood to neighborhood. We probably need to work on some better standards. **Arlo:** It makes sense, but you like quiet subdivisions. If you have a stand-alone subdivision there's quiet streets and no through traffic. **Carter:** Is that the main reason; not to become the exit thoroughfare? **Arlo:** Yes. It's meant to be a stand-alone and there's no MP road going through there. To require a developer the added expense, it encourages the other one to benefit without spending any money. If another landowner wants to participate in the cost, it makes sense. **Jennie:** Except it's an engineering standard. **Arlo:** To what end? We provide road improvements and utilities when they're on the

map. That's nothing new. **Adam:** I've heard arguments from developers saying they put in the work and allowed for the next guy to have free access and do what they want. From a city perspective you've created an opportunity and motivation for another person to come in and develop another piece of property. It's good for the city and citizens. I get that it's expensive for the developer. **Arlo:** You're getting the road widened and the MP water extended down so the people to the N will already be enjoying that. There is going to be a MP road through there. **Carter:** Does the MP road include water and sewer? **Jonathan:** Yes. **Adam:** When they put the MP road in, they'll put in new waterline and sewer? **Jonathan:** Yes. **Carter:** There's not a waterline in the existing 1600 N. **Jonathan:** The water goes down partway. There's a pressure sewer line running down 1600 N. I don't believe there's a gravity sewer line though. Sewer will flow more to the N and out. **Arlo:** With this sewer we're worried there's not have enough fall from the NE corner. For it to stub in, I don't know that it would benefit much. **Jennie:** Is this part of the vicinity plan recommendation for utilities or did we add that in there? **Carter:** In the vicinity plan the road curves and continues. Can we give a positive recommendation based off council approving? **Adam:** The variance is not us. We look at the vicinity plan and give a recommendation on that. **Jennie:** If there's a variance it should be separate. **Carter:** As the vicinity is now it's not in accordance with the engineering standard. **Adam:** That's true. I don't like deviating from our engineering standards just because it's cheaper for a developer. I know the property borders MP road and have access that off that eventually, but we have standards for a reason. If it was for terrain or an obstacle, just like BOA, we don't grant it and money can't be one of the reasons. Because the vicinity plan is not to engineering standards, is that a reason for us to give a positive recommendation? **Ray:** Is it possible to get the variance resolved before we vote on it? **Adam:** Do you have a variance from the City Council? **Arlo:** No. **Jonathan:** The variance would run concurrently. The next step for the vicinity plan would be to go to City Council. They would vote on the variance at the same time. They could take the variance through, but they'd have to come back to PC. **Carter:** If City Council granted a variance, it would be a different discussion. We can't give a recommendation based off what City Council may or may not do. **Adam:** We have to vote based on what's proposed in front of us. **Jennie:** I don't have an issue with the subdivision, but because it goes against the engineering standard, I'll second.

Carter motions for a NEGATIVE recommendation for the vicinity plan for Ekko View Estates; Jennie seconds; all in favor for unanimous vote.

**CEDAR CITY
COUNCIL AGENDA ITEM 5
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Donald Boudreau

DATE: June 26, 2023

SUBJECT: Consideration of a Vicinity Plan for the Ekko View Estates Subdivision located at approximately 1800 N Lund Highway

Discussion:

At the regularly scheduled Planning Commission Meeting of June 20, 2023, the subject proposal received a **negative** recommendation (minutes attached). As required in the City's Subdivision Ordinance, once the Planning Commission makes a recommendation, the plan shall then be presented to City Council for your review and approval, or approval subject to alterations, or disapproval. The following is some general information concerning the proposed subdivision.

| | |
|---------------------|-------------------------|
| Developer- | Mortenson |
| General Location- | 1800 North Lund Highway |
| Area Land Use Zone- | R2-2 |
| Number of Units- | 34 Twin Home Lots |

3. Subdivision – Vicinity
Mortensen/GO Civil
(Recommendation)

approx. 1800 N. off Lund Hwy.

Ekko View Estates Phases 1 H 2

Arlo: This is a vicinity plan for a twin home subd. There are a few phases with this one. **Adam:** Does this butt against Sycamore Trails? **Arlo:** No, it's to the S. **Adam:** Will the existing home be demolished? **Arlo:** I don't think there's one on this. **Don:** I think there's a little house there. **Adam:** Those structures are part of this and will be demolished? **Arlo:** Yes. **Adam:** What's the current zone? **Arlo:** All of it is R-2-2. The one thing we wanted to go over is item #14. The developer's requesting a variance with the approval of this vicinity plan to not stub in a road or utilities to the adjacent property. They want the other to be a stand-alone with no roads going through it and there's no reason to stub utilities in the E. There is a road that butts up against the adjacent property that has access to utilities. **Jennie:** How many units are there? **Arlo:** Now there's 34 lots proposed. **Carter:** 68 homes total. **Adam:** So, fully built it will be over 80? **Arlo:** Yes. There's another access to the N. **Carter:** Are you saying the ordinance shows another road should be going to the E? **Arlo:** No. There's no MP road or utilities going into that. **Carter:** What's the variance? **Arlo:** We didn't want to provide a stub there. **Jonathan:** It's not in the ordinance; it's in the engineering standards. It says the layout must provide an extension for future properties. It would be a variance to that standard. **Adam:** So, it doesn't landlock someone. **Jonathan:** Yes. **Carter:** Is this the neighboring piece to the National Guard piece? **Jonathan:** No. **Arlo:** We'll have utilities along Lund. There's a MP road and MP water to the E along the side. **Carter:** We changed that because of the National Guard facility. The MP road is the green line that turns south and goes back to 1600 N. **Adam:** Was that approved with City Council? **Jonathan:** Yes. It goes around the parcel when the MP road goes in. **Carter:** With that road in the parcel, it would have access to the other road. **Jonathan:** Yes. When the MP road goes in. **Carter:** What does engineering think? **Jonathan:** The engineering standard would have to be varied by City Council. If the PC recommends this, it would be subject to a variance from City Council. **Adam:** Have they ever granted one before? **Jonathan:** I'm not sure we've done one. **Adam:** Is it common for that to be required and developers follow suit? **Jonathan:** This standard has been applied at differing levels over the years, but it's something we'd like to see applied for planning purposes. Not just to landlocked adjacent parcels but for circulation and traffic flow and utilities to be able to stub through to adjacent properties. It's important to have those connections. **Don:** These closed loop subdivisions that go on and off MP roads it will come back to bite us. It needs some connectivity from neighborhood to neighborhood. We probably need to work on some better standards. **Arlo:** It makes sense, but you like quiet subdivisions. If you have a stand-alone subdivision there's quiet streets and no through traffic. **Carter:** Is that the main reason; not to become the exit thoroughfare? **Arlo:** Yes. It's meant to be a stand-alone and no there's no MP road going through there. To require a developer the added expense, it encourages the other one to benefit without spending any money. If another landowner wants to participate in the cost, it makes sense. **Jennie:** Except it's an engineering standard.

Arlo: To what end? We provide road improvements and utilities when they're on the map. That's nothing new. **Adam:** I've heard arguments from developers saying they put in the work and allowed for the next guy to have free access and do what they want. From a city perspective you've created an opportunity and motivation for another person to come in and develop another piece of property. It's good for the city and citizens. I get that it's expensive for the developer. **Arlo:** You're getting the road widened and the MP water extended down so the people to the N will already be enjoying that. There is going to be a MP road through there. **Carter:** Does the MP road include water and sewer? **Jonathan:** Yes. **Adam:** When they put the MP road in, they'll put in new waterline and sewer? **Jonathan:** Yes. **Carter:** There's not a waterline in the existing 1600 N. **Jonathan:** The water goes down partway. There's a pressure sewer line running down 1600 N. I don't believe there's a gravity sewer line though. Sewer will flow more to the N and out. **Arlo:** With this sewer we're worried there's not have enough fall from the NE corner. For it to stub in, I don't know that it would benefit much. **Jennie:** Is this part of the vicinity plan recommendation for utilities or did we add that in there? **Carter:** In the vicinity plan the road curves and continues. Can we give a positive recommendation based off council approving? **Adam:** The variance is not us. We look at the vicinity plan and give a recommendation on that. **Jennie:** If there's a variance it should be separate. **Carter:** As the vicinity is now it's not in accordance with the engineering standard. **Adam:** That's true. I don't like deviating from our engineering standards just because it's cheaper for a developer. I know the property borders MP road and have access that off that eventually, but we have standards for a reason. If it was for terrain or an obstacle, just like BOA, we don't grant it and money can't be one of the reasons. Because the vicinity plan is not to engineering standards, is that a reason for us to give a positive recommendation? **Ray:** Is it possible to get the variance resolved before we vote on it? **Adam:** Do you have a variance from the City Council? **Arlo:** No. **Jonathan:** The variance would run concurrently. The next step for the vicinity plan would be to go to City Council. They would vote on the variance at the same time. They could take the variance through, but they'd have to come back to PC. **Carter:** If City Council granted a variance, it would be a different discussion. We can't give a recommendation based off what City Council may or may not do. **Adam:** We have to vote based on what's proposed in front of us. **Jennie:** I don't have an issue with the subdivision, but because it goes against the engineering standard, I'll second.

Carter motions for a NEGATIVE recommendation for the vicinity plan for Ekko View Estates; Jennie seconds; all in favor for unanimous vote.

CEDAR CITY COUNCIL

AGENDA ITEM – 4

TO: Mayor and City Council
FROM: City Attorney
DATE: June 30, 2023
SUBJECT: The requested sale of City property located at 120 N 100 W

DISCUSSION:

The City owns a property located at approximately 120 N 100 W. The property currently serves as a parking lot for the Downtown Parking Authority. Adam Cutrell with Bush & Gudgell, would like to purchase the property, totaling 1.2 acres as shown on the attached map, with the intention of constructing a building up to 100 feet tall and including multiple floors of parking as well as multiple floors of residential units. At the Planning Commission's meeting a positive recommendation was given for the City to look into disposing of the property (see the attached minutes). The intended use would require some substantial changes to City ordinances before construction would be allowed, but that would be discussed in more detail at a later date if the City approves moving forward with the process below.

The City's Purchasing Policy requires the following steps before City owned property can be sold:

1. Receive a recommendation from the Planning Commission;
 - on June 20, 2023, the Planning Commission gave a positive recommendation to dispose of this property.
2. City Council Approval or Disapproval;
3. Order & receive an appraisal from a Utah licensed real estate appraiser;
4. Provide public notice of the sale of the property and then open the bidding process to the public;
5. Provide public notice to advertise the Public Hearing to dispose of the property;
6. Schedule a Public Hearing for the City Council to review the bids;
7. Review of bids or proposals during a Public Hearing at a City Council Work Meeting;
8. Acceptance or rejection of bids or proposal at a City Council Action Meeting;
9. Proponent provides deeds and/or completes minor lot subdivision process if required;
10. Review by City Surveyor of deeds;
11. Deeds signed;
12. Money received by the Buyer for the property and appraisal; and
13. Deeds recorded by the City.

Please consider whether or not to move forward with the process of putting this property up for sale.

6. Disposal/Lease of City
& Gudgell
Property
(Recommendation)

approx. 120 N. 100 W.

Cutrell/Bush

Cutrell: Knowing the downtown area is in serious need of parking and SUU is in need of housing, this would be a perfect place to do student housing or apartment housing. We're proposing to do 2-3 floors of underground parking and 7-8 stories to go 100' up. **Councilmember Isom:** I'm told powerlines would be buried. **Cutrell:** As a perk. With this design there's some hurdles but aesthetically appealing to the downtown area. It will look like a continuation of downtown. The hurdle is the commercial requirements on the bottom floor that we would space ask to minimize or remove. It's not our intent to compete with the downtown area. We would provide parking and housing to the patrons to support that. **Carter:** Parking there now is provided by the city, so if go below the building, will you make them pay? **Cutrell:** No. Our intent is to provide it free, there's about 150 spots there, and we want to add to that number, so we're trying to get over 200. **Carter:** Total or just for the public parking? **Cutrell:** 200 just for the public. **Carter:** Is the intent be to separate for tenant parking? **Cutrell:** Yes. They'd be designated and as we go lower you would go through a parking gate strictly for tenants. **Dustin Hammer:** We've been working on this with Adam. We've been involved with other revitalization projects downtown. We've got the team and resources for these projects. Cedar's growing especially with the new port going in. There's going to be a demand for these kinds of project, and it would be in the City's best interest to look at this. **Cutrell:** We talked to every business owner there and they're excited including some that I didn't think would be. **Carter:** Is Harding is further south? **Jonathan:** Yes.

Councilmember Isom motions for a POSITIVE recommendation for the disposal of City property located at 120 N. 100 W.; Jennie seconds; all in favor for unanimous vote.



K:\Proposals\Engineering Proposals\2023\2023-05-09 - Hammer Cedar City Student Housing\CONCEPT 6-8-23.dwg

CONCEPT
HAMMER STUDENT HOUSING
CEDAR CITY



BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161

CEDAR CITY COUNCIL

AGENDA ITEM – 7

TO: Mayor and City Council
FROM: City Attorney
DATE: June 30, 2023
SUBJECT: The requested sale of City properties located at approximately 240 N 100 E

DISCUSSION:

The City owns various properties located at approximately 240 N 100 E. Adam Cutrell with Bush & Gudgell, would like to purchase the properties, as listed below and shown on the attached map, with the intention of constructing a building up to 100 feet tall and including multiple floors of parking as well as multiple floors of residential units. At the Planning Commission's meeting a positive recommendation was given for the City to look into disposing of the properties (see the attached minutes). The intended use would require some substantial changes to City ordinances before construction would be allowed, but that would be discussed in more detail at a later date if the Council approves moving forward with the process below.

While the attached map is admittedly not final, the City properties at issue appear to be:

| Tax ID | Parcel # | Approximate Acreage |
|---------|------------------|---------------------|
| 0057858 | B-0847-0000-0000 | 0.16 |
| 0359957 | B-0847-0002-0000 | 0.39 |
| 0057833 | B-0846-0000-0000 | 0.40 |
| 0252590 | B-0846-0001-0000 | 0.50 |
| 0057817 | B-0845-0002-0000 | 0.27 |
| 0057791 | B-0845-0000-0000 | 0.33 |

The City's Purchasing Policy requires the following steps before City owned property can be sold:

1. Receive a recommendation from the Planning Commission;
 - on June 20, 2023, the Planning Commission gave a positive recommendation to dispose of these properties.
2. City Council Approval or Disapproval;
3. Order & receive an appraisal from a Utah licensed real estate appraiser;
4. Provide public notice of the sale of the property and then open the bidding process to the public;
5. Provide public notice to advertise the Public Hearing to dispose of the property;
6. Schedule a Public Hearing for the City Council to review the bids;
7. Review of bids or proposals during a Public Hearing at a City Council Work Meeting;

8. Acceptance or rejection of bids or proposal at a City Council Action Meeting;
9. Proponent provides deeds and/or completes minor lot subdivision process if required;
10. Review by City Surveyor of deeds;
11. Deeds signed;
12. Money received by the Buyer for the property and appraisal; and
13. Deeds recorded by the City.

Please consider whether or not to move forward with the process of putting this property up for sale.

5. Disposal/Lease of City
& Gudgell
Property
(Recommendation)

approx. 240 N. 100 E.

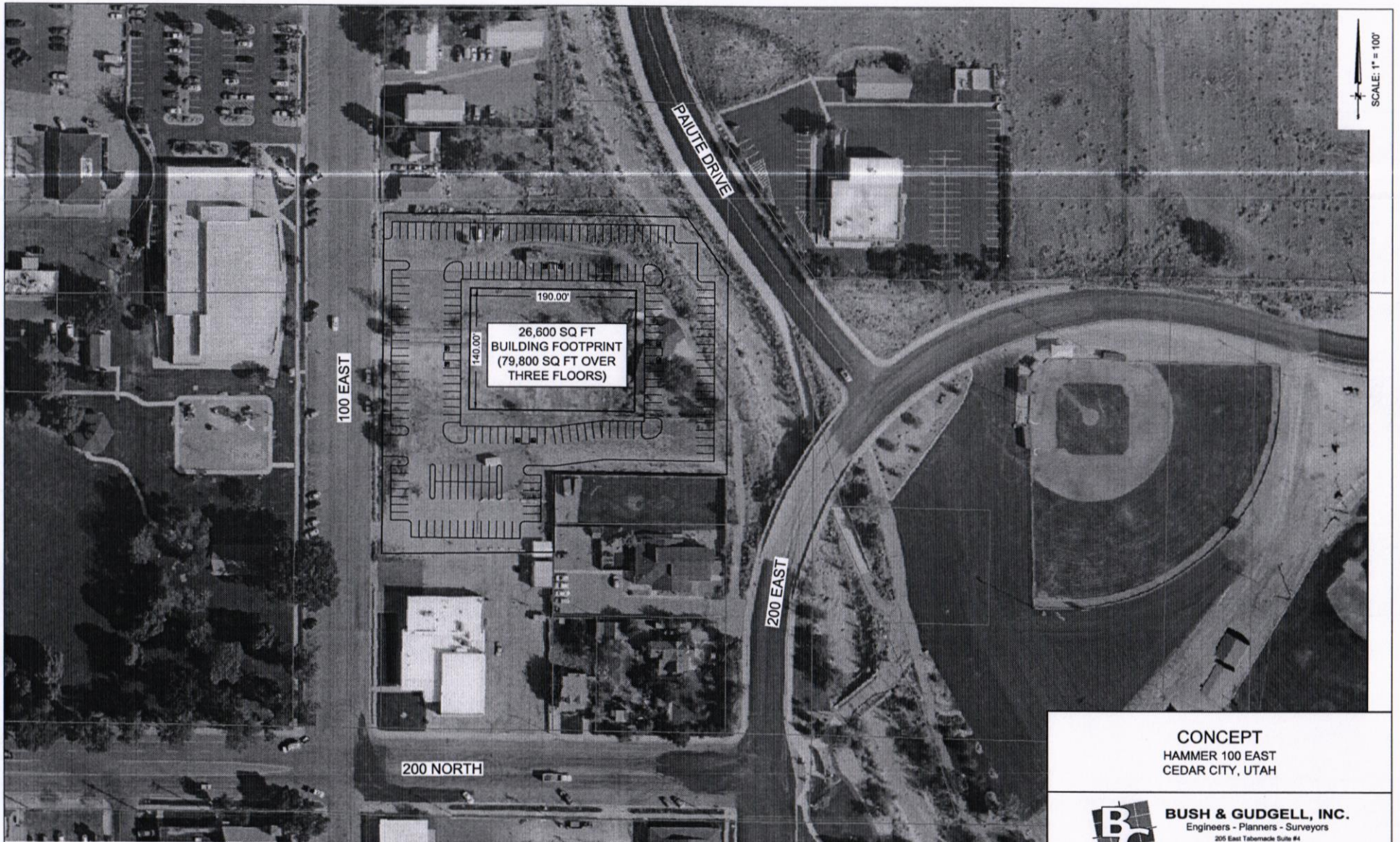
Cutrell/Bush

Jennie: For disclosure I've been helping with this, and I have no financial interest in this. **Adam Cutrell:** We're proposing an apartment building to compliment the library and downtown area to allow people to walk to the N end of downtown. There's a slide that showed the aesthetics of what we intend to do. We're looking for some variances and hit the 100' mark. We've talked with fire and other city staff. **Carter:** what' 100' mark is that? **Cutrell:** Building height. **Adam Hahn:** What's your feeling talking to the departments? Is it possible to do? **Cutrell:** Yeah. The big issues are with FD. We met with them, and they said through their pressure systems we only have 4" line and the sprinkler system the way the building would be built and fire-proofed would ease their concerns. **Councilmember Isom:** Can we see the picture? **Cutrell:** We'll be setback quite a bit, but that area has remarkable views of the valley and mountains behind it. We want to encourage people to live there and be part of the downtown area. **Carter:** Is the plan 7 floors? **Cutrell:** Only if you give me 10. The plans go to 100', so about 7-8 floors. **Carter:** What does the ordinance currently allow? **Don:** It allows 35', about 3 floors. **Hahn:** Reading through Sketch, it's a pretty good idea. What part of the property does city own? **Cutrell:** The entire thing. **Carter:** Is that Coal Creek going through the middle of the parking lot? **Cutrell:** Those are just scribbles. **Adam:** So, the idea is to build on the property there. **Carter:** Is it a disposal/lease because we're waiting to see what it appraises for? **Randall:** The lease is a different set of rules. **Steve:** It's what's in the best benefit of the city and the city hasn't told us that yet. **Jonathan:** I think this is still owned by the Elks Lodge and the city owns the other pieces behind. **Carter:** What is that building on the parcel there? **Jonathan:** It was an old house, but it's not there anymore. **Adam:** Does staff have any concerns? **Jonathan:** We talked about different methods that can be taken. We can get appraisals and go with highest bidder which is the normal process. The city has gone out for proposals, like with the old library. We sent out an RFP and asked for ideas for what the property would be used for. The proposals will give us a better idea rather than just price, what the best use of the property will be. There's other issues with possible ordinance changes of building height. **Carter:** What's it zoned? **Don:** R-3-M. **Carter:** And the MP is R-3-M? **Don:** I don't recall. It's zoned high. **Carter:** If it goes through disposal will the city take it all the way through the disposal, the city owns it and asked for variances or where disposal goes along with getting a variance? **Jonathan:** There could be a hybrid where the city leases the property until a point, they can finish the project and then sell. There's different things to look at. If the city just disposes of the property and sells, they have no recourse at that point. **Jennie:** Except for zoning. **Carter:** Is that where we want a big apartment building vs. the proposal idea? Another investor could come up

with another use of that space. **Councilmember Isom:** All we're doing this evening is deciding and starting the process to evaluate and determine the best use. The request is triggering that. **Jennie:** Knowing the backstory on this, it's a cool project, and I think it will enhance downtown and create more walkability and move the ball down the field like we've been trying to do.

Councilmember Isom: If you couple this with the next item.

Jennie motions for a POSITIVE the Disposal of City Property located at 240 N. 100 E.; Ray seconds; all in favor for unanimous vote.



X:\Proposals\Engineering Proposals\2023\2023-08-08 - Hammer Cedar City 100 East\CONCEPT 8-0-23.dwg

CONCEPT
HAMMER 100 EAST
CEDAR CITY, UTAH



BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161

CEDAR CITY COUNCIL

AGENDA ITEM – 8

TO: Mayor and City Council
FROM: Tyler Romeril
DATE: June 30, 2023
SUBJECT: Consider an agreement with Logan Payne for the deferral of frontage improvements on property located at 3000 N and 2100 W.

DISCUSSION:

Logan Payne is wanting to apply for a building permit on their property located at 3000 N and 2100 W. Logan Payne is requesting a deferral of frontage improvements, so the improvements will not be required to be installed at the time of building permit. Frontage improvements are required by City ordinance section 26-IV-5. Instead, the improvements will be required "within 180 days of the design of 3000 North." If the improvements are not completed within the time frame the City could elect to install the improvements and record a lien against the property for the costs. This agreement will also be recorded with the Iron County Recorder.

Similar agreements have been approved in the past by the City Council. A copy of the proposed agreement with Logan Payne is included for your consideration. Please consider whether or not to approve the agreement with Logan Payne.

BUILDING PERMIT AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 2023, by and between Logan Payne, herein referred to as CITIZEN, Cedar City Corporation, a municipal corporation organized and existing under the laws of the State of Utah, herein referred to as CITY. Collectively the CITIZEN and CITY may be referred to as the PARTIES.

WITNESSETH:

WHEREAS, CITIZEN owns a lot located at 3000 North and 2100 West in Cedar City, Utah (Iron County Parcel ID B-1961-0003-0000); said property being more particularly described as attached in Exhibit A.

WHEREAS, said property, pursuant to Ordinance, will not meet certain prerequisites for development;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained here, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

1. CITIZEN may obtain a two building permits for the construction of a barn (approximately 75'x100') and a pole barn (approximately 40'x80') both having a maximum top plate height 20.0 feet or less as defined in the RE Zone for primary structures for the continued historical agricultural use on said property located in Cedar City, Utah (Iron County Parcel ID B-1961-0003-0000), subject to the terms and conditions set forth herein.
2. CITY agrees to waive certain requirements temporarily subject to the terms and conditions set forth herein.
3. CITIZEN acknowledges their obligation to install their portion of curb, gutter, sidewalk, street, water, sewer, drainage and landscaping improvements in accordance with city ordinance. CITIZEN agrees to install, at their own expense, curb, gutter, sidewalk, street, water, sewer, drainage and landscaping improvements fronting 3000 North within 180 days of the design of 3000 North after receiving City approval.
4. CITIZEN acknowledges that once 3000 North is graded to match the approved design grades, then the curb and gutter improvements shall be installed within 30 days of the road grade being established in order to facilitate paving in a timely manner.
5. CITY agrees to provide written notice to CITIZEN which will start the 180 day or 30 day time period as stated under terms 3 and 4. If CITIZEN does not improve said property with the improvements outlined under terms 3 and 4, CITIZEN acknowledges and consents that CITY may elect to install the improvements and record a lien against said property to secure the repayment of the costs associated with the CITY installing the improvements.

6. This Agreement shall be recorded in the office of the Iron County Recorder.
7. This Agreement shall be binding upon the respective heirs, legal representative, successors, and assigns to the PARTIES hereto.
8. This agreement shall run with the title to the property and be binding on any successor in interest.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the day and year set forth above:

CITIZEN:

By: Logan Payne

Signature: _____

Title: Owner

STATE OF)
 :SS.
COUNTY OF)

On this _____ day of _____ 2023, personally appeared before me _____ who duly acknowledged to me that he signed the above and foregoing document.

NOTARY PUBLIC

CITY:

GARTH O. GREEN

MAYOR

[SEAL]

ATTEST:

RENON SAVAGE

CITY RECORDER

STATE OF UTAH)

:SS.

COUNTY OF IRON)

This is to certify that on the ____ day of _____ 2023, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Garth O. Green, 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 Garth O. Green 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

EXHIBIT A

- legal description -

BEGINNING AT A POINT N89°53'03"E ALONG THE SECTION LINE 90.00 FEET FROM THE NORTHWEST CORNER SECTION 27, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE CONTINUING ALONG SAID LINE N89°53'03"E 579.92 FEET ; THENCE S00°09'04"E ALONG THE 1/64TH LINE 1,244.70 FEET ; THENCE S89°55'29"W 264.00 FEET ; THENCE S00°09'04"E 82.50 FEET TO A POINT ON THE NORTH RIGHT OF WAY 3000 NORTH; THENCE S89°55'29"W ALONG SAID RIGHT OF WAY 56.86 FEET ; THENCE N24°43'41"E 385.52 FEET ; THENCE S89°54'04"W 333.96 FEET ; THENCE S00°10'07"W 349.83 FEET TO A POINT ON SAID 3000 NORTH; THENCE S89°55'05"W ALONG SAID 3000 NORTH 85.02 FEET ; THENCE N00°09'54"W 1,326.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.12 ACRES, MORE OR LESS.

SUBJECT TO A 66' WIDE INGRESS/EGRESS EASEMENT AND A 36' CANAL EASEMENT AND A 20' WELL ACCESS EASEMENT PER WARRANTY DEED B: 1262 PG: 46.

CEDAR CITY COUNCIL

AGENDA ITEM – 9

TO: Mayor and City Council
FROM: City Attorney
DATE: July 1, 2023
SUBJECT: The requested sale or lease of City property located at 100 N 300 E

DISCUSSION:

The City owns two properties located at approximately 100 N 300. The properties extend across both sides of Coal Creek just south of the Little League Baseball Complex. Tom Jett, the adjacent property owner, would like to purchase a portion, totaling 0.423 acres as shown on the attached map, of these properties or to lease the properties for an extended time, namely 100 years, if purchase is not an option. At the Planning Commission's meeting a positive recommendation was given for the City to look into disposing of the property (see the attached minutes). City staff have some concerns with the property disposal, but those concerns could be reduced if easements and limitations were included.

The City's Purchasing Policy requires the following steps before City owned property can be sold:

1. Receive a recommendation from the Planning Commission;
 - on June 20, 2023, the Planning Commission gave a positive recommendation to dispose of this property.
2. City Council Approval or Disapproval;
3. Order & receive an appraisal from a Utah licensed real estate appraiser;
4. Provide public notice of the sale of the property and then open the bidding process to the public;
5. Provide public notice to advertise the Public Hearing to dispose of the property;
6. Schedule a Public Hearing for the City Council to review the bids;
7. Review of bids or proposals during a Public Hearing at a City Council Work Meeting;
8. Acceptance or rejection of bids or proposal at a City Council Action Meeting;
9. Proponent provides deeds and/or completes minor lot subdivision process if required;
10. Review by City Surveyor of deeds;
11. Deeds signed;
12. Money received by the Buyer for the property and appraisal; and
13. Deeds recorded by the City.

Please consider whether or not to move forward with the process of putting this property up for sale.

4. Disposal of City Property approx. 100 N. 300 E.
(Recommendation)

Jett/GO Civil

Tom: This piece of property runs along Coal Creek off 200 S. by the Veterans Park WWI memorial and the bridge that runs across the creek to the Little League field. The city has a piece of property that we would like to acquire, either use through lease or purchase. The city piece is land locked, and there's no access for anyone. Speaking to the road dept., engineering and the City Manager they've asked if we would grant a 20' ingress/egress easement on the E edge of the creek so P/W could have access to the creek for maintenance. **Adam:** In looking at the sketch notes, do you want to lease or purchase? **Tom:** This is just a disposal of it. We'd like to acquire it eventually. **Adam:** Does it have to go up for disposal for a lease? **Jonathan:** I don't think so. It goes out to bid. **Randall:** I don't know of a requirement. We've it discussed. **Tom:** I'm going through the disposal to get the appraisal. **Carter:** The appraisal won't be triggered until the disposal's been done. And depending on what it's appraised for. **Adam:** The 2 pieces you own are vacant and you're looking to develop? **Tom:** Yes. **Carter:** What is it zoned and MP? **Tom:** It's zoned R-3. I don't know what's on the MP. **Adam:** Is staff concerned with this item? **Jennie:** In Sketch, Jeff Hunter had some concerns. **Jonathan:** I talked to Jeff and he's ok if we reserve the 25' easement for access to the channel. He also wanted to make it clear that there will be large equipment in there. **Tom:** He asked us not to pave it because of the heavy equipment. **Carter:** Is your plan to grant the city a 20' easement for the piece? **Tom:** There's another piece that the city owns to the NW corner. In plat b the roads were drawn to run N-S. Instead of running a bridge over it in the early 1900's, they put a dog leg and followed the contour of the creek. It left an odd piece of about 3,400 sq. ft that we are working with the city on acquiring and we'll be granting the city access over that in addition. There's a valley that the city created for drainage and access. We'll be granting the city necessary access over that property that we wish to acquire from the city and over our edge if necessary. They can go in the creek or stay on the berm of the creek. We've already gone to PC for this part. **Jennie:** If we assume there's going to be an easement in there, and the conversation has been that it's not going to be paved, and potentially large equipment in there, do we need a development agreement that reflects that or, do we assume a 20' easement will be whatever the city needs it to be? **Councilmember Isom:** All we're saying is that we're going to look into this then when it takes place those things would have to happen. **Adam:** Once it's disposed of. Does staff have concerns? **Jonathan:** No, we're good with that. We can get the easements when the property is sold or leased. It could be a question of how we enforce that and making sure it stays gravel. **Tom:** GO Civil will work with the city's engineering dept. **Carter:** Has the city enforced any easement anywhere saying not to put things on top of it? **Ray:** In sketch notes, do you intend to park on the easement? **Tom:** We don't know exactly now, but we don't want to dig 80 foundations in the easement because it's a manmade berm and it can weaken the structural integrity. It could be something like a gazebo. **Ray:** You have to have hard surface for parking. **Tom:** We will. It could be hard surface other than the easement itself. **Jennie:** Is there anything restricting digging into the berm? If it's on private property. **Carter:** Will that end up on his property?

Jonathan: Right now, it's city's property. **Carter:** But, based on this drawing, is his property up to the berm, halfway up the berm? **Tom:** No. The edge of the creek is on the E and pursuant to a request with Jeff Hunter we're going to put another berm or wall along the edge. Maybe boulders. **Jonathan:** We could write that as a drainage easement subject to city maintenance of the berm. **Carter:** The 20' would come in off that in addition. **Tom:** Yes. They give the city necessary access over the edge of the property. The city has no access now, but they would have access. We want to be able to drive over the easement but not build anything with a foundation.

Councilmember Isom motions for a POSITIVE recommendation in looking into the disposal of this property; Carter seconds; all in favor for unanimous vote.

[illegible]

**CEDAR CITY
COUNCIL AGENDA ITEM 10
DECISION PAPER**

TO: City Council

FROM: Scott Christensen

DATE: July 5, 2023

SUBJECT: Stall Bids

DISCUSSION: The Cedar City Cross Hollow Event Center received the following bids to add more stalls.

Lucky Acres Fencing Inc.- \$229,019.32
Noble Panels and Gates Inc.- \$245,253.00
S&S Barns and Buildings- \$254,580.00

Lucky Acres Fencing, Inc. was chosen because it matched the style of stalls that we want to install.

Thank you for your time and consideration.



51756 Fruitvale Rd
Milton Freewater, OR 97862
800-437-3966 OR 541-558-3966

ESTIMATE

| DATE | ESTIMATE # |
|------------|------------|
| 11/15/2022 | N16548 |

| NAME/ADDRESS |
|------------------------------------------------------------------------------------------------|
| DIAMOND Z ARENA 11 N. CROSS HOLLOW DRIVE CEDAR CITY, UT 84720 435-590-3368 Larry Olds |

| SHIP TO |
|---------|
| |

| PART # | DESCRIPTION | QTY | UNIT | TOTAL |
|-----------|---------------------------------------------------------------------------------------------------------------------------------|-----|-----------|-----------|
| | * TWO (2) ea 20' x 250' SHEDROW STALL BARN, 50-STALLS * total of 100 each, 10' x 10' stalls | | | |
| SO101 | 10' PANEL / GATE COMBO; 6' HIGH 7-RAIL, 6' GATE (8'-6" high) | 100 | 735.75 | 73,575.00 |
| SO101 | 10' BACK PANEL, SHEDROW BARN - 6' HIGH 7-RAIL (10' high) | 50 | 603.00 | 30,150.00 |
| SO101 | 10' END WALL - LEFT, SHEDROW BARN - 6' HIGH 7-RAIL (slopes 8'-6" high to 10' high) | 4 | 675.75 | 2,703.00 |
| SO101 | 10' END WALL - RIGHT, SHEDROW BARN - 6' HIGH 7-RAIL (slopes 8'-6" high to 10' high) | 4 | 675.75 | 2,703.00 |
| SO101 | 10' DIVIDE WALL, SHEDROW BARN - 6' HIGH 7-RAIL (slopes 8'-6" high to 10' high) | 96 | 680.25 | 65,304.00 |
| WSRPUR | 8" GALV. CEE-PURLIN, SHEDROW BARN - ONE-HUNDRED NINETY TWO (192) PURLINS at 118" LONG - EIGHT (8) PURLINS at 115.75" LONG | 200 | 66.00 | 13,200.00 |
| WSRANCHOR | CONCRETE GROUND ANCHOR, SHEDROW BARN | 156 | 15.00 | 2,340.00 |
| SO101 | ROOF OVERHANG PACKAGE, 50-STALL SHEDROW BARN (12" overhang on gable ends, 36" overhang on eave) | 2 | 12,364.00 | 24,728.00 |

Prices valid for 5 days from date of Estimate, EXCEPT any wood products or roof metal (those prices subject to change without notice). Prices are for Frame Units only and do not include board, installation, metal roofing/trim, or insulation (unless specified in Estimate).

TOTAL



51756 Fruitvale Rd
Milton Freewater, OR 97862
800-437-3966 OR 541-558-3966

ESTIMATE

| DATE | ESTIMATE # |
|------------|------------|
| 11/15/2022 | N16548 |

| NAME/ADDRESS |
|------------------------------------------------------------------------------------------------|
| DIAMOND Z ARENA 11 N. CROSS HOLLOW DRIVE CEDAR CITY, UT 84720 435-590-3368 Larry Olds |

| SHIP TO |
|---------|
| |

| PART # | DESCRIPTION | QTY | UNIT | TOTAL |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|-----------|
| RMKSR50 | 50-STALL SHEDROW ROOF METAL KIT (170ea. 3'x13'-3" long 26 gauge sheets, 26ea. 10'-6" long ridge cap trims, 4ea. 13'-6" long gable trims, 3,000 self-tap screws) - GALVANIZED FINISH | 2 | 11,025.00 | 22,050.00 |
| FREIGHT | MOTOR FREIGHT CHARGES | | 8,500.00 | 8,500.00 |
| <p>MATERIALS ONLY ESTIMATE, PRICE DOES NOT INCLUDE INSTALLATION ON SITE</p> <p>CUSTOMER IS RESPONSIBLE FOR OFF-LOADING OF MATERIALS LISTED ABOVE</p> <p>PAYMENT SHALL BE MADE AS FOLLOWS: 50% DEPOSIT UPON RECEIPT OF SIGNED AND DATED ESTIMATE. BALANCE PAYMENT DUE PRIOR TO RELEASE OF FINAL TRUCK LOAD OF MATERIAL.</p> | | | | |

Prices valid for 5 days from date of Estimate, EXCEPT any wood products or roof metal (those prices subject to change without notice). Prices are for Frame Units only and do not include board, installation, metal roofing/trim, or insulation (unless specified in Estimate).

TOTAL



51756 Fruitvale Rd
Milton Freewater, OR 97862
800-437-3966 OR 541-558-3966

ESTIMATE

| DATE | ESTIMATE # |
|------------|------------|
| 11/15/2022 | N16548 |

| NAME/ADDRESS |
|------------------------------------------------------------------------------------------------|
| DIAMOND Z ARENA 11 N. CROSS HOLLOW DRIVE CEDAR CITY, UT 84720 435-590-3368 Larry Olds |

| SHIP TO |
|---------|
| |

| PART # | DESCRIPTION | QTY | UNIT | TOTAL |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------|-------|
| | <p>ACCEPTANCE OF PROPOSAL: THE MATERIAL SPECS AND PRICING LISTED IN THIS ESTIMATE IS HEREBY ACCEPTED. SIGNATURE BELOW AUTHORIZES NOBLE PANELS & GATES INC. TO BEGIN PRODUCTION, AFTER INITIAL DEPOSIT IS RECEIVED. PAYMENT SCHEDULE DESCRIBED ABOVE.</p> <p>OWNER'S ACCEPTANCE SIGNATURE</p> <p>_____ dated _____</p> <p>_____ (printed name)</p> <p>THIS ESTIMATE IS VALID THROUGH DECEMBER 15th, 2022</p> | | | |
| <p>Prices valid for 5 days from date of Estimate, EXCEPT any wood products or roof metal (those prices subject to change without notice). Prices are for Frame Units only and do not include board, installation, metal roofing/trim, or insulation (unless specified in Estimate).</p> | | <p>TOTAL \$245,253.00</p> | | |

(unless specified in Estimate).

S & S

BARN & BUILDINGS
8049 South Welby Park Road
WEST JORDAN, UTAH
801-282-1834

QUOTE ONLY:

| | | | |
|-------------|-----------------------|--------|--------------|
| NAME | Diamond Z Arena Scott | PHONE: | 435-590-5871 |
| ADDRESS | | CELL: | |
| CITY | Cedar City | STATE | ZIP |
| DESCRIPTION | | DATE | 11/29/2022 |

| QTY | DESCRIPTION | UNIT PRICE | AMOUNT |
|-----|---------------------------------------------------------------|-----------------------|------------|
| | 24 STALLS BACK / BACK BARN 10' X 10' STALLSALL 5' HIGH 5 RAIL | | - |
| | WITH GALV ROOF WITH 2' OVERHANG | | - |
| | | | - |
| 26 | 10' 5' HIGH 5 RAIL SHELTER SIDES | 360.00 | 9,360.00 |
| 12 | 10' 5' HIGH 5 RAIL BACK PANELS | 240.00 | 2,880.00 |
| 24 | 10' 5' HIGH 5 RAIL GATE SECTIONS | 395.00 | 9,480.00 |
| 26 | 2' OVERHANG TRUSSES | 78.00 | 2,028.00 |
| 108 | 10' SHELTER TRUSSES | 90.00 | 9,720.00 |
| 84 | 13' GALV ROOF SHEETS | 80.00 | 6,720.00 |
| 14 | RIDGE CAPS | 45.00 | 630.00 |
| 36 | SETS OF SCREWS | 17.00 | 612.00 |
| | | | - |
| | | BUILDING | 41,430.00 |
| | | SHIPPING PER BUILDING | 1,000.00 |
| | | | - |
| | | TOTAL | 42,430.00 |
| | | | - |
| | | | - |
| | | X6 | 254,580.00 |
| | | | - |
| | | | - |
| | | | - |
| | | | - |
| | | | - |
| | BUDGET NUMBER FOR INSTALL \$10,200.00 PER BUILDING | | - |
| | TOTAL \$61,200.00 THIS NUMBER DOESN'T INCLUDE ANY DIRT WORK | | - |
| | OR GROUND PREP | | - |
| | | | - |
| | | | - |
| | | | - |
| | QUOTE GOOD FOR 5 DAYS FROM DATE | | - |

EST **LA** 1982
LUCKY ACRES
FENCING, Inc.

WWW.LUCKYACRES.NET

Quote

| Date | Quote # |
|-----------|-------------------|
| 3/30/2023 | 4161 |
| P.O. # | 10' stall back... |

| Name / Address: |
|---------------------------------------------------------------------------------|
| Cross Hollow Event Center 11 South Cross Hollow RD. Cedar City, UT. 84720 |

| Ship To: |
|----------|
| |

| Description | Quantity | U/M | Price Each | Amount |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|------------|------------|
| 150, 10X10 stalls all 5 rail sides and backs. built back to back. with 5X5 bowgate fronts. | | | | |
| 3 separate buildings of 50 stalls each with 24" eave | | | | |
| Stall roof section of Horse Motel. Contains 3 perlin | 150 | | 315.846 | 47,376.90T |
| Side component of a 10' horse Shelter Perlin compatible. Five rail side with 10" spacing and one center support made with 1-5/8 16ga pipe. | 156 | | 309.35314 | 48,259.09T |
| 10' Bow Gate (5x5) - 1-5/8 16ga 5-Rail top is 2x2 14ga square tubing *8'6" total height w/ horseshoe latch on right | 150 | | 401.88267 | 60,282.40T |
| 24" x 120" eve add on built with 1 1/2 square tubing and 1 5/8 pipe welded onto the front of each stall to provide a 2' eve overhang | 150 | | 74.142 | 11,121.30T |
| 10' 5-Rail Panel 1-5/8 16ga. | 75 | | 161.07 | 12,080.25T |
| 5'6" Tall w/ 10" spacing | | | | |
| Perlin Bearing roof sheets 26ga- any standard color | 6,125 | | 7.155 | 43,824.38T |
| Roof ridge cap sold in 10' sections | 150 | | 40.50 | 6,075.00T |
| Delivery Fee | 0 | | 0.00 | 0.00T |

Thank you for giving us the opportunity to bid your project. We appreciate your time and look forward to working with you.
 This bid is based upon approximate footage and is an estimate only. The final cost may vary according to the actual product used and labor required to complete the job. Permits, sprinkler lines and other unmarked lines are the customers responsibility to have marked before we dig. Hard soil & digging conditions may increase the price of labor.
 * Quote is good for 30 days.
 * We offer a 1yr install warranty for all Vinyl.
 * No warranty of Wood products

Subtotal \$229,019.32

Sales Tax (0.0%) \$0.00

Total \$229,019.32

Signature _____

Submit Payment to:
 Lucky Acres Fencing, Inc.
 24974 Chukar Ln.
 Lewiston, ID 83501

Email: sales@luckyacres.net
 Phone: (208) 746-1228

ID License #RCE-20843
 WA License #LUCKYAF859DC

CEDAR CITY
COUNCIL AGENDA ITEM 11
DECISION PAPER

TO: Mayor and City Council

FROM: Scott Christensen / Ken Nielson

DATE: June 30, 2023

SUBJECT: Roping Boxes and Chutes

DISCUSSION: The Cedar City Cross Hollow Event Center received the following bids to finish the roping boxes and chutes.

Intermountain Farmers Association

Total = \$80,000

IFA was chosen as the previous roping boxes and chutes were purchased from IFA and we want them to all match using the same materials.

Thank you for your time and consideration.

Intermountain Farmers Association



905 South Main Street
Cedar City, UT 84720
(435) 586-2205
(435) 586-6790 Fax
sam.mortensen@ifa.coop

12/16/2022

Invoice

Cross Hollows Area - Scott Christensen
barnburner2020@gmail.com
435-590-5871

| QTY. | SKU | DESCRIPTION | PRICE PER EA. | EXTENDED PRICE |
|------|---------|-----------------------------------------------------|---------------|----------------|
| 1 | SORANCH | ALLEY FRAME 2 STEER PANEL ALLEY | \$224.30 | \$224.30 |
| 2 | SORANCH | ARENA GATE POST | \$250.50 | \$501.00 |
| 1 | SORANCH | ARROW PEN ALLEY FRAME W/Gate | \$338.99 | \$338.99 |
| 7 | SORANCH | ARROW PEN PANEL 06 | \$373.29 | \$2,613.03 |
| 1 | SORANCH | ROPING BOX 2018 HEAD SIDE LeftHand Side Roping Box | \$3,045.99 | \$3,045.99 |
| 1 | SORANCH | ROPING BOX 2018 HEEL SIDERight Hand Side Roping Box | \$3,045.99 | \$3,045.99 |
| 1 | SORANCH | PREMIER BOW GATE 6'x 9' | \$342.37 | \$342.37 |
| 2 | SORANCH | FREE SWING BOW GATE 8' PREMIER | \$501.74 | \$1,003.48 |
| 2 | SORANCH | FREE SWING 10'X 9' PREMIER | \$708.29 | \$1,416.58 |
| 1 | SORANCH | FREE SWING 12'X 9' PREMIER | \$803.71 | \$803.71 |
| 1 | SORANCH | PANEL 8' PREMIER | \$189.53 | \$189.53 |
| 2 | SORANCH | PANEL 10' PREMIER | \$202.40 | \$404.80 |
| 2 | SORANCH | GATE 16' ROUND 2" BULL | \$249.75 | \$499.50 |
| 2 | SORANCH | BOW GATE 8'X9' RS | \$1,104.67 | \$2,209.34 |
| 16 | SORANCH | 8' STEER ALLEY PANEL - NEW | \$285.99 | \$4,575.84 |
| 1 | SORANCH | STEER 90 DEGREE ID TURN PANEL - NEW | \$183.97 | \$183.97 |
| 1 | SORANCH | STEER 90 DEGREE OD TURN PANEL - NEW | \$224.57 | \$224.57 |
| 8 | SORANCH | STEER PANEL ALLEY FRAME -NEW | \$154.30 | \$1,234.40 |
| 1 | SORANCH | STEER PANEL ALLEY FRAME W/ SHIELD | \$203.40 | \$203.40 |
| 3 | SORANCH | STEER PANEL ALLEY STOP - PAINT | \$184.99 | \$554.97 |
| 1 | SORANCH | PANEL 1' ROUGH STOCK | \$166.60 | \$166.60 |
| 1 | SORANCH | PANEL 3' ROUGH STOCK | \$217.75 | \$217.75 |
| 1 | SORANCH | PANEL ROUGH STOCK HINGED | \$758.70 | \$758.70 |
| 2 | SORANCH | ROUGH STOCK CONN. POST 3-WAY | \$104.53 | \$209.06 |
| 1 | SORANCH | BUCKING CHUTES 3 RIGHT | \$23,490.81 | \$23,490.81 |
| 1 | SORANCH | BUCKING CHUTES 3 LEFT | \$23,490.81 | \$23,490.81 |
| 7 | SORANCH | Tie Stall Panel 10' | \$463.36 | \$3,243.52 |
| 1 | SORANCH | RC STRIPPING CHUTE SECTION | \$1,925.11 | \$1,925.11 |
| 2 | SORANCH | ALLEY GATE, RS ROLL CMPL. | \$1,010.95 | \$2,021.90 |
| 2 | SORANCH | PANEL 8' ROUGH STOCK SHEET | \$429.99 | \$859.98 |
| | | | | \$0.00 |

TOTAL \$80,000.00

Delivery Fee is \$4.00mi. Prices may change if ordered and no product on site at Cedar City IFA.
These Prices can be considered valid for sameday purchase. After above date, prices
may need to be modified due to fluctuating steel prices. This Bid does not include Utah State Sales Tax.
Sales Tax.

Thank you for your consideration,

Sam Mortensen - Branch manager

Tanner Runolfson - Yard & Fencing Manager
IFA Country Store
905 South Main Street
Cedar City, UT 84720
(435) 586-2205

CEDAR CITY COUNCIL

AGENDA ITEM – 12

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: July 5, 2023
SUBJECT: Approval to sign AIP-046 Federal Grant

DISCUSSION:

The Cedar City Regional Airport has received the AIP-046 Federal grant offer to perform pavement maintenance on Taxiway C. The airport has gone out to bid for this project where Straight Stripe Painting Inc. was awarded the project. The Airport is seeking approval from city council to move forward with this grant.

In this grant we anticipate the total amount to be \$215,650.00 with 95% federal payment and a 5% local match at \$10,782.5. The normal tracking and procurement procedures for this AIP grant will apply.

With this Grant Cedar City Regional will be able to crack seal, seal coat, and re-stripe Taxiway C, north of Runway 8/26.

Please consider approval in having the mayor sign, allowing the Airport to move forward with this grant.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

June 6, 2023

The Honorable Garth Green
Cedar City Corporation, Utah
10 N Main Street
Cedar City, Utah 84720

Dear Mayor Green:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-49-0005-046-2023 at Cedar City Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 14, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Eric Trinklein, (303) 342-1265, eric.trinklein@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,

Jesse Lyman

Jesse Lyman (Jun 6, 2023 17:11 MDT)

Jesse Lyman
Acting Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

| | |
|--------------------------|--------------------------------------|
| Federal Award Offer Date | June 6, 2023 |
| Airport/Planning Area | Cedar City Regional Airport |
| FY2023 AIP Grant Number | 3-49-0005-046-2023 [DOT-FA23NM-1037] |
| Unique Entity Identifier | LHSLP6NZLB39 |

TO: Cedar City Corporation, Utah
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 24, 2023, amended May 31, 2023 for a grant of Federal funds for a project at or associated with the Cedar City Regional Airport, which is included as part of this Grant Agreement; and

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

Seal Taxiway C pavement surface

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety-five (95) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$215,650.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 \$ 0 for planning;
 \$ 215,650 airport development or noise program implementation; and,
 \$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 14, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share

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

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any

steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 9, 2011, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

- 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Utah Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
29. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.00 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.50 percent of the United States Government's share of the project's estimated allowable cost may
30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
31. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
32. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
33. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
 - a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
2. **Inspection Schedule.**
 - a. **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
3. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
4. **Information Retrieval System.** The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Jesse Lyman

Jesse Lyman (Jun 6, 2023 17:11 MDT)

(Signature)

Jesse Lyman

(Typed Name)

Acting Manager, Denver ADO

(Title of FAA Official)

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

Part II - Acceptance

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

CEDAR CITY CORPORATION, UTAH

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

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, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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 49 U.S.C. § 44706, 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 under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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 49 U.S.C. § 47112. 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 pilots 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.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

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

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 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 49 U.S.C. § 47107.

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 as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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

c. Duration.

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

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Cedar City Corporation, Utah, 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

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

31. Disposal of Land.

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

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment 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, 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 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment 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.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of April 24, 2023.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

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 49 U.S.C. § 47102) 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.

CEDAR CITY COUNCIL
AGENDA ITEM – 13

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: July 5, 2023
SUBJECT: AIP 046 – Award Engineering Contract: Pavement Maintenance Project

DISCUSSION:

Award Engineering Contract for AIP 046:

The Airport held a bid opening for an upcoming pavement maintenance project that will be funded with the AIP-046 grant where Straight Stripe Painting, Inc. was awarded the construction contract at the rate of \$142,950.00. JVIATION currently holds a five-year master engineering contract with the airport and is seeking a contract amendment to perform engineering and administration services for the AIP-046 project at a rate of \$82,720.03.

Attached is AIP-046 contract from JVIATION, including a breakdown of their costs. The airport staff is looking for approval to move forward with this contract.



Task Order to Master Professional Services Agreement between Jviation, A Woolpert Company, LLC and Cedar City Regional Airport

Task Order # 2

Section 1. General

THIS TASK ORDER, made and entered into this ____ day of _____, 2023, by and between Jviation, A Woolpert Company, LLC, whose address is 35 South 400 West, Suite 200, St. George, UT 84770, (hereinafter referred to as "Engineer") and Cedar City Regional Airport ("Sponsor"), provides for Services by Engineer under the Master Professional Services Agreement dated July 20, 2022, such Services described under Section 2 of this Task Order.

- Engineer Project Number: 10017093
- Task Order Project Title: Taxiway C (North) Pavement Maintenance

Sponsor's Representative

- Name: Tyler Galetka
- Address: 2560 West Aviation Way, Cedar City, UT 84721
- Phone Number: 435-867-9408
- Email address: gtyler@cedarcity.org

Engineer's Representative

- Name: Kirt McDaniel
- Address: 35 South 400 West, Suite 200, St. George, UT 84770,
- Phone Number: 435-574-5308
- Email address: kirt.mcdaniel@woolpert.com

Section 2. Description of Services

The Services to be provided by Engineer are identified in Exhibit A: Scope of Services to this Task Order, which is incorporated by this reference.

Section 3. Compensation to Be Paid to Engineer

Compensation to be paid to Engineer for providing the requested Services is identified in accordance with Exhibit B: Compensation of this Task Order, which is incorporated by this reference.

Section 4. Schedule for Services

The commencement date of this Task Order shall be December 1, 2022. The services set forth in this Task Order shall be completed no later than December 31, 2024, unless terminated or extended as provided in the Master Professional Services Agreement or by mutual agreement in writing.

IN WITNESS WHEREOF, this Task Order, which is subject to the terms and conditions of Sections 1 through 4, Attachment(s), and the aforementioned Master Professional Services Agreement, is accepted as of the date first written above.

Cedar City Regional Airport:

Signed: _____

Name: _____

Title: _____

Jviation, A Woolpert Company, LLC:

Signed: _____

Name: Jason Virzi, PE

Title: Vice President



Exhibit A: Scope of Services

**SCOPE OF WORK
FOR
CEDAR CITY REGIONAL AIRPORT
Cedar City, Utah
AIP Project No. 3-49-0005-046-2023
Taxiway C (North) Pavement Maintenance**

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated July 20, 2022, between Cedar City Regional Airport and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the Cedar City Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company, is indicated as "Engineer." The construction budget for this project is approximately \$170,000. This budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications and Engineer's Design Report, along with Bidding for the Taxiway C (North) Pavement Maintenance Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.



EXHIBIT NO. 1

DESCRIPTION

Taxiway C, north of Runway 8-26, is 75' wide and 2,850' in length. The existing pavement cracks $\frac{1}{4}" \pm$ in width will be routed/filled with crack sealant, an asphalt-based surface treatment (seal coat) will be applied and afterwards remarked per current FAA standards. This section of Taxiway C provides access to Runway 20, serves the GA hangar area and BLM apron.

The current UDOT pavement management system evaluation identified oxidation, minor cracking and a PCI = 59 (north of Runway 8-26). Periodic pavement maintenance is necessary and will provide a restoration of the taxiway pavement's original functionality, slowing the rate of pavement surface and subsurface deterioration, and extending the pavement's useful life.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services**, which includes; 4) Construction Administration Phase, 5) Post-Construction Coordination Phase (invoiced on a lump sum basis) and 6) On-site Construction Coordination Phase and Reimbursable Costs During Construction. Parts A and B and the six phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, Design Phase, and Bidding Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), and determine the feasibility of the proposed project. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project. It is anticipated that there will be up to four meetings with the Sponsor and/or the FAA throughout the course of the design.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.09.

1.04 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey for the project.

1.06 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map.
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to the FAA for further processing.

1.07 Prepare Environmental Documentation. The FAA has determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B, and the project can be environmentally approved through the FAA's internal memorandum. The Engineer shall provide the FAA with adequate documentation needed for the internal memo process. An overall environmental exhibit, if applicable, will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

1.08 Perform Site Visit. This task will include a site visit to quantify the amount of crack repair and inventory the work to be completed.

| TASK 1 DELIVERABLES | TO FAA | TO SPONSOR |
|--------------------------------------------------------------------------------------------|--------|------------|
| 1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting | ✓ | ✓ |
| 1.02 Scope of Work and Draft Contract for the Sponsor | ✓ | ✓ |
| 1.03 Preliminary Cost Estimate | ✓ | ✓ |
| 1.04 Design Schedule, PSR, and Monthly Invoicing | ✓ | ✓ |
| 1.06 Federal Grant Application | ✓ | ✓ |
| 1.07 Environmental Documentation | ✓ | ✓ |

| TASK 1 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.01 Pre-Design Meeting. | <ul style="list-style-type: none"> Cedar City, Utah - One (1) Office Manager, one (1) Senior Consultant, one (1) Project Manager IV and one (1) Engineer - Assume One (1) hour via teleconference (1 meeting) |
| 1.02 Prepare Project Scope of Work and Contract | <ul style="list-style-type: none"> Cedar City, Utah - One (1) Project Manager IV - Assume One (1) hour via teleconference (1 meeting) |
| 1.08 Perform Site Visit | <ul style="list-style-type: none"> Cedar City, Utah - One (1) Associate Engineer - Assume One (1) 8 hour trip with travel from St. George, Utah, to Cedar City, Utah |

2.0 Design Phase

2.01 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.02 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the

project. The draft CSPP will be submitted at 30% complete and at 95% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

2.03 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

| Plan Name/Description | Number of Sheets |
|------------------------------------------------------------------------|------------------|
| Cover Sheet | 1 |
| Index of Drawings, Summary of Approximate Quantities and General Notes | 1 |
| Safety Plan | 1 |
| Construction Layout Plan | 1 |
| Construction Phasing Plan | 1 |
| Environmental Exhibit | 1 |
| Pavement Crack Seal and Seal Coat Layout Plan | 1 |
| Pavement Marking Plan | 2 |
| Pavement Marking Details | 2 |
| Total Sheet Count | 11 |

2.04 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item P-605 Joint Sealants for Pavements
- Item P-608 Emulsified Asphalt Seal Coat
- Item P-620 Runway and Taxiway Marking

2.05 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to; Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, and Instruction Manuals.

2.06 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.07 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable

airspace. Typically, these locations include (but are not limited to): construction phasing limits, and haul routes for construction traffic. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

2.08 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.09 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.10 Prepare Engineer's Design Report. This task includes preparation of the Engineer's Design Report in accordance with current FAA Local Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.11 Review Plans at 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.12 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly. In addition to the 90% review, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEx boundary.

2.13 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Report. A final set of Construction Plans (11" x 17"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor, DOT Aeronautics, and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

| TASK 2 DELIVERABLES | TO FAA | TO SPONSOR |
|----------------------------------------------------------------------------------------------------|--------|------------|
| 2.01 Preliminary Contract Documents for Sponsor's Review | | ✓ |
| 2.02 CSPP at 90% Complete | ✓ | ✓ |
| 2.07 FAA Form 7460 | ✓ | ✓ |
| 2.11 90% Construction Plans, Specifications, Contract Documents, and Engineer's Design Report | ✓ | ✓ |
| 2.13 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report | ✓ | ✓ |

| TASK 2 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.11 Plan Review at 90% Complete | <ul style="list-style-type: none"> Cedar City, Utah - One (1) Project Manager IV and one (1) Project Engineer - Assume One (1) hour via teleconference (1 meeting) |

3.0 Bidding Phase

3.01 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in the Spectrum newspaper as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors to maximize project exposure and generate interest in the project.

3.02 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.

3.03 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

3.04 Consult with Prospective Bidders. During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

3.05 Attend Bid Opening. The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

3.06 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgment of addenda, and in-state licensure verification shall be completed.

3.07 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.06. If

rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

| TASK 3 DELIVERABLES | TO FAA | TO SPONSOR |
|---------------------------------------------------------|--------|------------|
| 3.01 Required Bidding Documents | ✓ | ✓ |
| 3.02 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes | ✓ | ✓ |
| 3.03 Addenda | ✓ | ✓ |
| 3.06 Bid Tabulations | ✓ | ✓ |
| 3.07 Recommendation of Award | ✓ | ✓ |

| TASK 3 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.02 Prepare/Conduct Pre-Bid Meeting | <ul style="list-style-type: none"> Cedar City, Utah - One (1) Project Manager IV - Assume full day site visit (1 site visit) - Assume travel to/from St. George, Utah, to Cedar City, Utah. |
| 3.05 Attend Bid Opening | <ul style="list-style-type: none"> Cedar City, Utah - One (1) Project Manager IV - Assume half day site visit (1 site visit) - Assume travel to/from St. George, Utah, to Cedar City, Utah. |

EX Reimbursable Costs During Design and Bidding

This section includes reimbursable items such as auto rental, mileage, lodging, per diem and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

PART B - SPECIAL SERVICES consists of the construction administration phase, post-construction coordination phase (invoiced on a lump sum basis) and on-site construction coordination phase (invoiced on a cost plus fixed fee basis).

4.0 Construction Administration Phase

4.01 Prepare Construction Contract and Documents. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

4.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.

- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Clerical staff shall prepare the quantity sheets and construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.

4.03 Review Environmental Documentation. This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.

4.04 Prepare/Conduct Pre-Construction Meeting. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), Contractor, subcontractors and airport tenants affected by the project.

4.05 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

4.06 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be three RFRs for expenses incurred during the construction and closeout phase of the project.

| TASK 4 DELIVERABLES | TO FAA | TO SPONSOR |
|-----------------------------------------------------------------------|--------|------------|
| 4.01 Issue Construction Plans, Specifications, and Contract Documents | ✓ | ✓ |
| 4.01 Notice of Award, Notice to Proceed, and Contract Agreement | ✓ | ✓ |
| 4.02 Change Orders/Supplemental Agreements | ✓ | ✓ |
| 4.02 Monthly Invoice and Monthly PSR | | ✓ |
| 4.02 Pay Request Review Documentation | | ✓ |
| 4.02 Weekly/Monthly Reports | ✓ | ✓ |
| 4.04 Pre-Construction Agenda and Meeting Minutes | ✓ | ✓ |
| 4.05 Review and Approval of SPCD and Final SPCD | ✓ | ✓ |
| 4.06 Request for Reimbursement | ✓ | ✓ |

| TASK 4 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.04 Conduct Pre-Construction Meeting | <ul style="list-style-type: none"> Cedar City, Utah - One (1) Project Manager IV and one (1) Construction Manager - Assume full day site visit - Assume travel to/from St. George, Utah to Cedar City, Utah |

5.0 Post Construction Coordination Phase

5.01 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.) and the site is clean.

5.02 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

5.03 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction. The recorded drawings will be provided to the FAA electronically.

5.04 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements.

5.05 Prepare DBE Uniform Report. The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.

5.06 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

| TASK 5 DELIVERABLES | TO FAA | TO SPONSOR |
|--------------------------------|--------|------------|
| 5.01 Clean-up List | | ✓ |
| 5.02 Punchlists | ✓ | ✓ |
| 5.03 Record Drawings | ✓ | ✓ |
| 5.04 Final Construction Report | ✓ | ✓ |
| 5.05 DBE Uniform Report | ✓ | ✓ |
| 5.06 Project Cost Summary | ✓ | ✓ |

| TASK 5 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.02 Conduct Final Inspection | <ul style="list-style-type: none"> Cedar City, Utah - One (1) Project Manager IV and one (1) Construction Manager - Assume half day site visit - Assume travel to/from St. George, Utah, to Cedar City, Utah |

6.0 On-Site Construction Coordination Phase

This phase will consist of providing one full time Construction Manager. It shall be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take five working days to complete construction of the project. Incidental travel costs, including vehicle usage, mileage, lodging, per diem, etc., are in addition to the engineering hours expended.

6.01 Provide Resident Engineering. The Construction Manager will work approximately 12 hours per day. It is assumed that the Construction Manager will be able to complete all daily project documentation in the course of the shift and that total on-site inspection time is anticipated to be five working days.

The following tasks will be performed during the course of a typical day's shift during construction:

- Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project's Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.
- Review copies of the survey data and other construction tasks for general compliance with the construction documents.
- Coordinate, review and provide a response to construction and general project Request for Information (RFIs).
- Prepare and process change orders.
- Conduct employee interviews and review Contractor's and subcontractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
- Review and coordinate revisions by the Contractor for quality control and quality assurance testing firm submittals performed as part of the quality assurance testing required by the project specifications.
- Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.
- Maintain daily logs of the construction activities for the duration of time on site which includes

the Construction Project Daily Inspection Checklist as required by the CSPP and SPCD. Verify that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.

- Prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA and the office following the week of actual construction activities performed. Verify each week that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

| TASK 6 DELIVERABLES | TO FAA | TO SPONSOR |
|------------------------------------|--------|------------|
| 6.01a Coordinate Submittal Reviews | | ✓ |
| 6.01b Coordinate RFIs | | ✓ |
| 6.01c Change Orders | ✓ | ✓ |
| 6.01d Payroll Reviews | | ✓ |
| 6.01e Periodic Cost Estimates | | ✓ |
| 6.01f Weekly Reports | ✓ | ✓ |

EX Reimbursable Costs During Construction This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Sections 4 and 5 Reimbursables are invoiced on a lump sum basis and Section 6 Reimbursables are invoiced on a cost plus fixed fee basis.

Assumptions

The scope of services described previously is based on the following assumptions of responsibilities by the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GA rates at the time of service and may vary from the rates used in the fee estimate. Lodging will be invoiced as an actual expense incurred.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips are included at the end of each phase above.
3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery and other available information in the possession of the Sponsor.
4. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
5. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
6. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications

will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Local Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

7. The Engineer will utilize the following plan standards for the project:

- Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
- Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
- Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
- All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
- The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.

8. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

- The project manual Contract Documents will be developed by the Engineer.
- FAA General Provisions and required contract language will be used.

9. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

10. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.



Exhibit B: Compensation

LABOR HOUR BREAKDOWN

| Task | Principal | Engineer Program Director I | Senior Consultant II | Project Manager IV | Engineer Phase Manager I | Planner III | CADD Tech II | Project Coordinator II | Phase Item Costs |
|--------------------------------------------------------------|-----------|-----------------------------|----------------------|--------------------|--------------------------|-------------|--------------|------------------------|---------------------|
| 2.0 Preliminary Design Phase (Lump Sum) | | | | | | | | | |
| 2.01 Coordinate and Attend Meetings with the Sponsor and FAA | 1 | 2 | 2 | 6 | 1 | | | | \$ 2,415.00 |
| 2.02 Prepare Project Scope of Work and Contract | | | | 4 | | | | 2 | \$ 2,165.00 |
| 2.03 Prepare Preliminary Construction Plans | | | | 1 | 4 | | | | \$ 875.00 |
| 2.04 Prepare Preliminary Construction Plans | | | | 10 | | | | | \$ 2,500.00 |
| 2.05 Review Existing Documents | | | | 2 | 2 | | | | \$ 110.00 |
| 2.06 Prepare Federal Grant Application | | | | 2 | | | | 2 | \$ 780.00 |
| 2.07 Prepare Environmental Documentation | | | | 2 | | | | | \$ 2,670.00 |
| 2.08 Site Visit | | | | | 8 | 12 | | | \$ 1,400.00 |
| TOTALS | 1 | 4 | 2 | 25 | 15 | 12 | 0 | 4 | \$ 13,495.00 |

| Task | Principal | Engineer Program Director I | Senior Consultant II | Project Manager IV | Engineer Phase Manager I | Planner III | CADD Tech II | Project Coordinator II | Phase Item Costs |
|----------------------------------------------------------------------------|-----------|-----------------------------|----------------------|--------------------|--------------------------|-------------|--------------|------------------------|---------------------|
| 2.0 Design Phase (Lump Sum) | | | | | | | | | |
| 2.01 Prepare Preliminary Contract Documents | | | | 1 | 6 | | 4 | | \$ 1,470.00 |
| 2.02 Prepare Construction Safety and Phasing Plan (CSP) | | | | 0.5 | 2 | | 2 | | \$ 1,625.00 |
| 2.03 Prepare Preliminary Construction Plans | | | | 0.5 | 2 | | 4 | | \$ 877.50 |
| 2.04 Prepare Preliminary Construction Plans | | | | 0.5 | 2 | | 4 | | \$ 917.50 |
| 2.05 Safety Plan | | | | 0.5 | 2 | | 4 | | \$ 1,045.00 |
| 2.06 Construction Phasing Plan | | | | 0.5 | 2 | | 4 | | \$ 917.50 |
| 2.07 Environmental Exhibit | | | | 0.5 | 2 | | 4 | | \$ 917.50 |
| 2.08 Pavement Marking Plan | | | | 0.5 | 2 | | 4 | | \$ 917.50 |
| 2.09 Pavement Marking Details | | | | 0.5 | 2 | | 4 | | \$ 917.50 |
| 2.10 Prepare Preliminary Technical Specifications | | | | 0.5 | 2 | | 2 | | \$ 1,400.00 |
| 2.11 Prepare Preliminary Special Provisions | | | | 0.5 | 2 | | 2 | | \$ 270.00 |
| 2.12 Coordinate with FHWA | | | | 1 | 1 | | 1 | | \$ 155.00 |
| 2.13 Calculate Estimated Quantities | | | | 1 | 4 | | 1 | | \$ 390.00 |
| 2.14 Prepare Engineer's Design Report | | | | 1 | 4 | | 1 | | \$ 875.00 |
| 2.15 Prepare Plans at 50% Complete | | | | 1 | 16 | | 4 | | \$ 4,040.00 |
| 2.16 Provide In-House Quality Control | | | 8 | 2 | 4 | | | | \$ 2,130.00 |
| 2.17 Prepare/Submit Plans, Specs, Contract Documents and Engineer's Report | | | | 2 | 2 | 6 | 4 | | \$ 2,080.00 |
| TOTALS | 0 | 0 | 8 | 19 | 63 | 42 | 19 | 0 | \$ 24,335.00 |

| Task | Principal | Engineer Program Director I | Quality Control Manager | Project Manager IV | Engineer Phase Manager I | CADD Tech II | Project Coordinator II | Phase Item Costs |
|----------------------------------------|-----------|-----------------------------|-------------------------|--------------------|--------------------------|--------------|------------------------|--------------------|
| 2.0 Building Phase (Lump Sum) | | | | | | | | |
| 2.01 Provide Bid Assistance | | | | 1 | | | | \$ 915.00 |
| 2.02 Prepare/Conduct Pre-Bid Meeting | | | | 1 | | | 2 | \$ 2,040.00 |
| 2.03 Prepare Addenda | | | | 4 | | | | \$ 1,130.00 |
| 2.04 Consult with Prospective Builders | | | | 2 | | | | \$ 810.00 |
| 2.05 Attend Bid Opening | | | | 6 | | | | \$ 1,380.00 |
| 2.06 Review Bid Proposals | | | | 2 | | | 2 | \$ 1,380.00 |
| 2.07 Prepare Recommendation of Award | | | | 1 | | | | \$ 565.00 |
| TOTALS | 0 | 0 | 23 | 9 | 0 | 0 | 4 | \$ 7,800.00 |

| Task | Principal | Engineer Program Director I | Quality Control Manager | Project Manager IV | Engineer Phase Manager I | CADD Tech II | Project Coordinator II | Phase Item Costs |
|--------------------------------------------------------------|-----------|-----------------------------|-------------------------|--------------------|--------------------------|--------------|------------------------|---------------------|
| 3.0 Preliminary Design Phase (Lump Sum) | | | | | | | | |
| 3.01 Coordinate and Attend Meetings with the Sponsor and FAA | 1 | 2 | 2 | 6 | 1 | | | \$ 2,415.00 |
| 3.02 Prepare Project Scope of Work and Contract | | | | 4 | | | | \$ 2,165.00 |
| 3.03 Prepare Preliminary Construction Plans | | | | 1 | 4 | | | \$ 875.00 |
| 3.04 Prepare Preliminary Construction Plans | | | | 10 | | | | \$ 2,500.00 |
| 3.05 Review Existing Documents | | | | 2 | 2 | | | \$ 110.00 |
| 3.06 Prepare Federal Grant Application | | | | 2 | | | | \$ 780.00 |
| 3.07 Prepare Environmental Documentation | | | | 2 | | | | \$ 2,670.00 |
| 3.08 Site Visit | | | | | 8 | 12 | | \$ 1,400.00 |
| TOTALS | 1 | 4 | 2 | 25 | 15 | 12 | 0 | \$ 13,495.00 |

| Task | Principal | Engineer Program Director I | Quality Control Manager | Project Manager IV | Engineer Phase Manager I | CADD Tech II | Project Coordinator II | Phase Item Costs |
|----------------------------------------------------------------------------|-----------|-----------------------------|-------------------------|--------------------|--------------------------|--------------|------------------------|---------------------|
| 3.0 Design Phase (Lump Sum) | | | | | | | | |
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| 3.03 Prepare Preliminary Construction Plans | | | | 0.5 | 2 | | 4 | \$ 877.50 |
| 3.04 Prepare Preliminary Construction Plans | | | | 0.5 | 2 | | 4 | \$ 917.50 |
| 3.05 Safety Plan | | | | 0.5 | 2 | | 4 | \$ 1,045.00 |
| 3.06 Construction Phasing Plan | | | | 0.5 | 2 | | 4 | \$ 917.50 |
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| 3.08 Pavement Marking Plan | | | | 0.5 | 2 | | 4 | \$ 917.50 |
| 3.09 Pavement Marking Details | | | | 0.5 | 2 | | 2 | \$ 1,400.00 |
| 3.10 Prepare Preliminary Technical Specifications | | | | 0.5 | 2 | | 2 | \$ 270.00 |
| 3.11 Prepare Preliminary Special Provisions | | | | 0.5 | 2 | | 1 | \$ 155.00 |
| 3.12 Coordinate with FHWA | | | | 1 | 1 | | 1 | \$ 390.00 |
| 3.13 Calculate Estimated Quantities | | | | 1 | 4 | | 1 | \$ 875.00 |
| 3.14 Prepare Engineer's Design Report | | | | 1 | 16 | | 4 | \$ 4,040.00 |
| 3.15 Prepare Plans at 50% Complete | | | | 1 | 4 | | | \$ 2,130.00 |
| 3.16 Provide In-House Quality Control | | | 8 | 2 | 2 | 6 | 4 | \$ 2,080.00 |
| 3.17 Prepare/Submit Plans, Specs, Contract Documents and Engineer's Report | | | | 2 | 2 | 6 | 4 | \$ 2,080.00 |
| TOTALS | 0 | 0 | 8 | 19 | 63 | 42 | 19 | \$ 24,335.00 |

| Task | Principal | Engineer Program Director I | Quality Control Manager | Project Manager IV | Engineer Phase Manager I | CADD Tech II | Project Coordinator II | Phase Item Costs |
|----------------------------------------|-----------|-----------------------------|-------------------------|--------------------|--------------------------|--------------|------------------------|--------------------|
| 3.0 Building Phase (Lump Sum) | | | | | | | | |
| 3.01 Provide Bid Assistance | | | | 1 | | | | \$ 915.00 |
| 3.02 Prepare/Conduct Pre-Bid Meeting | | | | 1 | | | 2 | \$ 2,040.00 |
| 3.03 Prepare Addenda | | | | 4 | | | | \$ 1,130.00 |
| 3.04 Consult with Prospective Builders | | | | 2 | | | | \$ 810.00 |
| 3.05 Attend Bid Opening | | | | 6 | | | | \$ 1,380.00 |
| 3.06 Review Bid Proposals | | | | 2 | | | 2 | \$ 1,380.00 |
| 3.07 Prepare Recommendation of Award | | | | 1 | | | | \$ 565.00 |
| TOTALS | 0 | 0 | 23 | 9 | 0 | 0 | 4 | \$ 7,800.00 |

| Task | Principal | Engineer Program Director I | Quality Control Manager | Project Manager IV | Engineer Phase Manager I | CADD Tech II | Project Coordinator II | Phase Item Costs |
|--------------------------------------------------------------|-----------|-----------------------------|-------------------------|--------------------|--------------------------|--------------|------------------------|---------------------|
| 3.0 Preliminary Design Phase (Lump Sum) | | | | | | | | |
| 3.01 Coordinate and Attend Meetings with the Sponsor and FAA | 1 | 2 | 2 | 6 | 1 | | | \$ 2,415.00 |
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| 3.03 Prepare Preliminary Construction Plans | | | | 1 | 4 | | | \$ 875.00 |
| 3.04 Prepare Preliminary Construction Plans | | | | 10 | | | | \$ 2,500.00 |
| 3.05 Review Existing Documents | | | | 2 | 2 | | | \$ 110.00 |
| 3.06 Prepare Federal Grant Application | | | | 2 | | | | \$ 780.00 |
| 3.07 Prepare Environmental Documentation | | | | 2 | | | | \$ 2,670.00 |
| 3.08 Site Visit | | | | | 8 | 12 | | \$ 1,400.00 |
| TOTALS | 1 | 4 | 2 | 25 | 15 | 12 | 0 | \$ 13,495.00 |

| Task | Principal | Engineer Program Director I | Quality Control Manager | Project Manager IV | Engineer Phase Manager I | CADD Tech II | Project Coordinator II | Phase Item Costs |
|----------------------------------------------------------------------------|-----------|-----------------------------|-------------------------|--------------------|--------------------------|--------------|------------------------|---------------------|
| 3.0 Design Phase (Lump Sum) | | | | | | | | |
| 3.01 Prepare Preliminary Contract Documents | | | | 1 | 6 | | 4 | \$ 1,470.00 |
| 3.02 Prepare Construction Safety and Phasing Plan (CSP) | | | | 0.5 | 2 | | 2 | \$ 1,625.00 |
| 3.03 Prepare Preliminary Construction Plans | | | | 0.5 | 2 | | 4 | \$ 877.50 |
| 3.04 Prepare Preliminary Construction Plans | | | | 0.5 | 2 | | 4 | \$ 917.50 |
| 3.05 Safety Plan | | | | 0.5 | 2 | | 4 | \$ 1,045.00 |
| 3.06 Construction Phasing Plan | | | | 0.5 | 2 | | 4 | \$ 917.50 |
| 3.07 Environmental Exhibit | | | | 0.5 | 2 | | 4 | \$ 917.50 |
| 3.08 Pavement Marking Plan | | | | 0.5 | 2 | | 4 | \$ 917.50 |
| 3.09 Pavement Marking Details | | | | 0.5 | 2 | | 2 | \$ 1,400.00 |
| 3.10 Prepare Preliminary Technical Specifications | | | | 0.5 | 2 | | 2 | \$ 270.00 |
| 3.11 Prepare Preliminary Special Provisions | | | | 0.5 | 2 | | 1 | \$ 155.00 |
| 3.12 Coordinate with FHWA | | | | 1 | 1 | | 1 | \$ 390.00 |
| 3.13 Calculate Estimated Quantities | | | | 1 | 4 | | 1 | \$ 875.00 |
| 3.14 Prepare Engineer's Design Report | | | | 1 | 16 | | 4 | \$ 4,040.00 |
| 3.15 Prepare Plans at 50% Complete | | | | 1 | 4 | | | \$ 2,130.00 |
| 3.16 Provide In-House Quality Control | | | 8 | 2 | 2 | 6 | 4 | \$ 2,080.00 |
| 3.17 Prepare/Submit Plans, Specs, Contract Documents and Engineer's Report | | | | 2 | 2 | 6 | 4 | \$ 2,080.00 |
| TOTALS | 0 | 0 | 8 | 19 | 63 | 42 | 19 | \$ 24,335.00 |

| Task | Principal | Engineer Program Director I | Quality Control Manager | Project Manager IV | Engineer Phase Manager I | CADD Tech II | Project Coordinator II | Phase Item Costs |
|----------------------------------------|-----------|-----------------------------|-------------------------|--------------------|--------------------------|--------------|------------------------|--------------------|
| 3.0 Building Phase (Lump Sum) | | | | | | | | |
| 3.01 Provide Bid Assistance | | | | 1 | | | | \$ 915.00 |
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| 3.03 Prepare Addenda | | | | 4 | | | | \$ 1,130.00 |
| 3.04 Consult with Prospective Builders | | | | 2 | | | | \$ 810.00 |
| 3.05 Attend Bid Opening | | | | 6 | | | | \$ 1,380.00 |
| 3.06 Review Bid Proposals | | | | 2 | | | 2 | \$ 1,380.00 |
| 3.07 Prepare Recommendation of Award | | | | 1 | | | | \$ 565.00 |
| TOTALS | 0 | 0 | 23 | 9 | 0 | 0 | 4 | \$ 7,800.00 |

CEDAR CITY COUNCIL

AGENDA ITEM – 14

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: July 5, 2023
SUBJECT: Approval to sign AIP-047 Federal Grant

DISCUSSION:

The Cedar City Regional Airport has received the AIP-047 Federal grant offer to relocate fencing on the airport perimeter. The airport has gone out to bid for this project where Taylor Made Fencing, LLC. was awarded the project. The Airport is seeking approval from city council to move forward with this grant.

In this grant we anticipate the total amount to be \$212,800.00 with 95% federal payment and a 5% local match at \$10,640.00. The normal tracking and procurement procedures for this AIP grant will apply.

With this Grant, the Cedar City Regional will be able to relocate the remainder of the perimeter fence that is located on adjoining private property.

Please consider approval in having the mayor sign, allowing the Airport to move forward with this grant.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Utah

Denver Airports District Office
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

June 28, 2023

The Honorable Garth Green
Mayor, Cedar City Corporation
10 N Main Street
Cedar City, Utah 84720

Dear Mayor Green:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-49-0005-047-2023 at Cedar City Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 31, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Eric Trinklein, (303) 342-1265, eric.trinklein@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,

John P Bauer

John P Bauer (Jun 28, 2023 07:47 MDT)

John P. Bauer
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FY 2023 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

| | | |
|-------------------------------------|---------------------------------------------------------------|--------------------------------|
| Federal Award Offer Date | June 28, 2023 | |
| Airport/Planning Area | Cedar City Regional Airport | |
| Airport Infrastructure Grant Number | 3-49-0005-047-2023 | [Contract No. DOT-FA23NM-1043] |
| Unique Entity Identifier | LHSLP6NZLB39 | |
| TO: | Cedar City Corporation, Utah (herein called the "Sponsor") | |

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 24, 2023 and amended May 31, 2023, for a grant of Federal funds for a project at or associated with the Cedar City Regional Airport, which is included as part of this Grant Agreement; and

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

Install perimeter fencing required by 49 CFR 1542 (Aviation Way)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety-five (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$212,800.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 212,800 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred up to the end of the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any

funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 31, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds"

means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved

Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 2011, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
- ii. Gross waste of Federal funds;
- iii. An abuse of authority relating to implementation or use of Federal funds;
- iv. A substantial and specific danger to public health or safety; or
- v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- v. A court or grand jury;
- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
- vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. **Remedy and Enforcement Authority.**

1. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications.** Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

SPECIAL CONDITIONS

27. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Utah Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
28. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.00 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.50 percent of the United States Government's share of the project's estimated allowable cost may
29. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).
30. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable its ACDBE program.
31. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

John P Bauer

John P Bauer (Jun 28, 2023 07:47 MDT)

(Signature)

John P Bauer

(Typed Name)

Manager, Denver ADO

(Title of FAA Official)

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

Part II - Acceptance

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

CEDAR CITY CORPORATION, UTAH

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

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 Public Law 117-58, Division J, Title VIII, 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, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49, U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure 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 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, 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 under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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 49 U.S.C. § 47112. 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 aviators 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.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

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

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 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.

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 as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. **Duration.**

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

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

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

"The **Cedar City Corporation, Utah**, 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement

subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

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

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

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, 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 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- 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.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIG projects as of April 24, 2023.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of

49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

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 49 U.S.C. § 47102) 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.

CEDAR CITY COUNCIL

AGENDA ITEM – 15

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: July 5, 2023
SUBJECT: AIP 047 – Award Engineering Contract: Fence Relocation Project

DISCUSSION:

Award Engineering Contract for AIP 047:

The Airport held a bid opening for an upcoming fence relocation project that will be funded with the AIP-047 grant where Taylor Made Fencing, LLC was awarded the construction contract at the rate of \$123,500.00. JVIATION currently holds a five-year master engineering contract with the airport and is seeking a contract amendment to perform engineering and administration services for the AIP-047 project at a rate of \$99,921.89.

Attached is AIP-047 contract from JVIATION, including a breakdown of their costs. The airport staff is looking for approval to move forward with this contract.



Task Order to Master Professional Services Agreement between Jviation, A Woolpert Company, LLC and Cedar City Regional Airport

Task Order # 1

Section 1. General

THIS TASK ORDER, made and entered into this ____ day of _____, 2023, by and between Jviation, A Woolpert Company, LLC, whose address is 35 South 400 West, Suite 200, St. George, UT 84770, (hereinafter referred to as "Engineer") and Cedar City Regional Airport ("Sponsor"), provides for Services by Engineer under the Master Professional Services Agreement dated July 20, 2022, such Services described under Section 2 of this Task Order.

- Engineer Project Number: 10017190
- Task Order Project Title: Relocate Fence

Sponsor's Representative

- Name: Tyler Galetka
- Address: 2560 West Aviation Way, Cedar City, UT 84721
- Phone Number: 435-867-9408
- Email address: gtyler@cedarcity.org

Engineer's Representative

- Name: Kirt McDaniel
- Address: 35 South 400 West, Suite 200, St. George, UT 84770,
- Phone Number: 435-574-5308
- Email address: kirt.mcdaniel@woolpert.com

Section 2. Description of Services

The Services to be provided by Engineer are identified in Exhibit A: Scope of Services to this Task Order, which is incorporated by this reference.

Section 3. Compensation to Be Paid to Engineer

Compensation to be paid to Engineer for providing the requested Services is identified in accordance with Exhibit B: Compensation of this Task Order, which is incorporated by this reference.

Section 4. Schedule for Services

The commencement date of this Task Order shall be December 1, 2022. The services set forth in this Task Order shall be completed no later than December 31, 2024, unless terminated or extended as provided in the Master Professional Services Agreement or by mutual agreement in writing.

IN WITNESS WHEREOF, this Task Order, which is subject to the terms and conditions of Sections 1 through 4, Attachment(s), and the aforementioned Master Professional Services Agreement, is accepted as of the date first written above.

Cedar City Regional Airport:

Signed: _____

Name: _____

Title: _____

Jviation, A Woolpert Company, LLC:

Signed: _____

Name: Jason Virzi, PE

Title: Vice President



Exhibit A: Scope of Services

**SCOPE OF WORK
FOR
CEDAR CITY REGIONAL AIRPORT
Cedar City, Utah
AIP Project No. 3-49-0005-047-2023
Relocate Fence**

This is an Appendix attached to, made a part of, and incorporated by reference with the Consulting Contract dated July 20, 2022, between Cedar City Regional Airport and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the Cedar City Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company, is indicated as "Engineer." The construction budget for this project is approximately \$150,000. This budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications and Engineer's Design Report, along with Bidding for the Relocate Fence project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

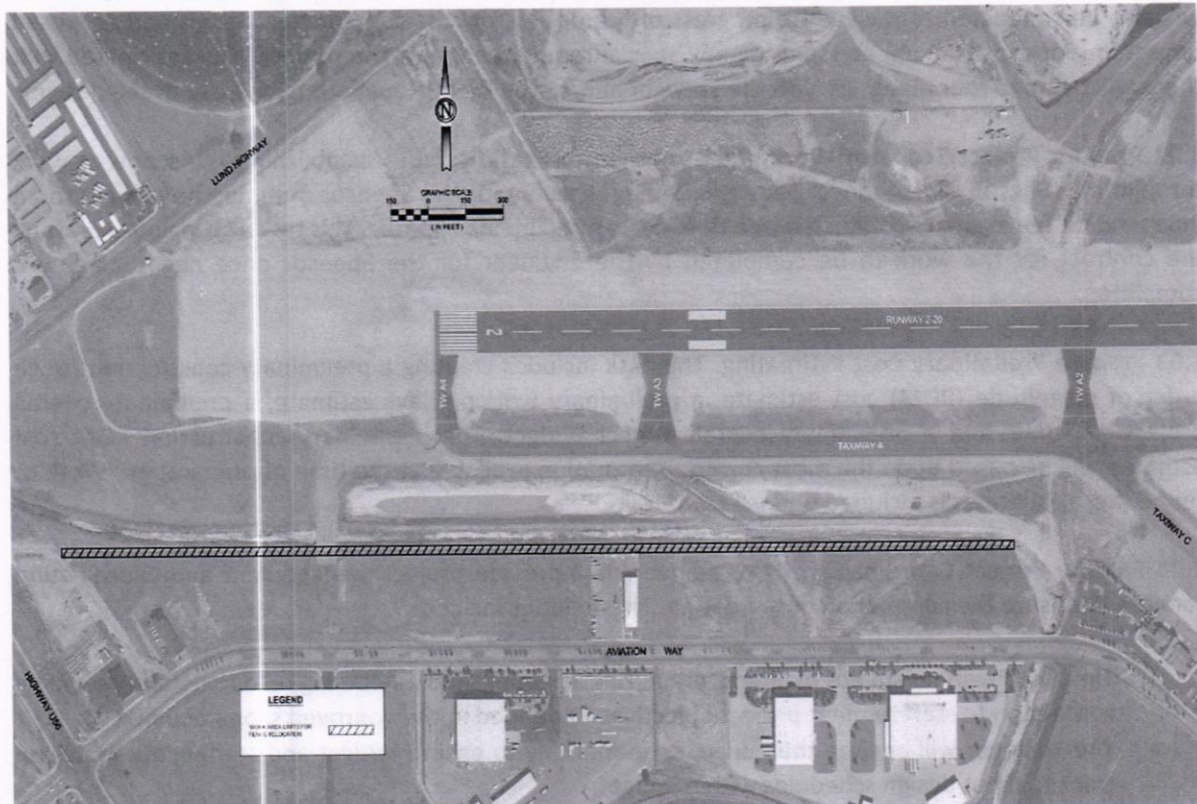


EXHIBIT NO. 1

DESCRIPTION

The existing airport perimeter fence along Aviation Way is not on airport property south of the terminal building. The relocated fence will delineate the correct CDC property boundary. The fence (7-foot chain

link) will be relocated several feet to the west and aligned with Aviation Way (4,000 LF +/-). New fence poles will be installed and the existing fence fabric, barb arms and barb wire will be reused.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services** which includes 4) Construction Administration Phase, 5) Post-Construction Coordination Phase and 6) On-site Construction Coordination Phase and Reimbursable Costs During Construction. Additional services that will be completed by a subconsultant to the Engineer will be the Quality Assurance testing during construction, which will be included under **Part B-Special Services**. Parts A and B and the six phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, Design Phase, and Bidding Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction, and identify any special requirements for the project. It is anticipated that there will be up to four meetings with the Sponsor and/or the FAA throughout the course of the design.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.10.

1.04 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing, and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey for the project.

1.06 Review Property Boundary from 2016 Master Plan Update. Engineer will review historic control and boundary survey information. Engineer will provide property corner and boundary delineation information to the contractor for purposes of establishing the property line for construction. Data will be provided in the form of Northing, Easting, Elevation and point type for each pertinent airport property corner and control points to establish the airport project datum.

1.07 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map.
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to the FAA for further processing.

1.08 Prepare Environmental Documentation. The FAA has determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The Engineer shall complete a documented CATEX following current FAA guidance and address potential environmental effects

resulting from the proposed project. An overall environmental exhibit will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

1.09 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal. The Sponsor has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The current DBE program was updated in 2021 but it didn't include this project. To be in compliance with 49 CFR Part 26, the FY 2022-2024 goals will be amended. The Engineer shall assist the Sponsor with this task. The Engineer will research the current state highway certified DBE listings and local area contractors to determine the availability of potential DBE contractors. The Engineer will prepare preliminary construction cost estimates and establish potential DBE work tasks. The Engineer will finalize the DBE goal work sheets for the Sponsor for submittal to the FAA Civil Rights Office for approval. Preparation of the amended DBE goals will include the following tasks:

- Calculate base figure for DBE goal.
- Adjust base figure for DBE goal.
- Calculate Race Neutral and Race Conscious DBE goals.
- Consultation and Publication for DBE goals.
- Submit DBE goal to CRO.
- Revise DBE goals after Sponsor and FAA review.

1.10 Design Site Visit. The Engineer will visit the site/fence line area to determine the work required for the project.

| TASK 1 DELIVERABLES | TO FAA | TO SPONSOR |
|--------------------------------------------------------------------------------------------|--------|------------|
| 1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting | ✓ | ✓ |
| 1.02 Scope of Work and Draft Contract for the Sponsor | ✓ | ✓ |
| 1.03 Preliminary Cost Estimate | ✓ | ✓ |
| 1.04 Design Schedule, PSR, and Monthly Invoicing | ✓ | ✓ |
| 1.07 Federal Grant Application | ✓ | ✓ |
| 1.08 Environmental Documentation | ✓ | ✓ |
| 1.09 DBE Goal Update | ✓ | ✓ |

| TASK 1 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.01 Pre-Design Meeting | <ul style="list-style-type: none"> • Cedar City, Utah - One (1) Office Manager, one (1) Senior Consultant, one (1) Project Manager IV and one (1) Engineer - Assume One (1) hour via teleconference (1 meeting) |
| 1.02 Prepare Project Scope of Work and Contract | <ul style="list-style-type: none"> • Cedar City, Utah - One (1) Project Manager IV - Assume One (1) hour via teleconference (1 meeting) |
| 1.10 Design Site Visit | <ul style="list-style-type: none"> • Cedar City, Utah - One (1) Project Manager IV - Assume full day site visit - Assume travel to/from St. George, Utah to Cedar City, Utah |

2.0 Design Phase

2.01 Analyze Survey Data and Prepare Survey Control Plan. This task includes analyzing the topographical surveying data and preparing the survey control plan.

2.02 Prepare Preliminary Contract Documents. This task includes preparing the Bid Schedule and Bid Proposal for the fence relocation schedule that will be included in the contract documents with the AIP-046 Taxiway C North Pavement Maintenance project. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.03 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed as part of the AIP-046 Taxiway C North Pavement Maintenance project.

2.04 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

| Plan Name/Description | Number of Sheets |
|------------------------------------------------------------------------|-------------------------|
| Cover Sheet | 1 |
| Index of Drawings, Summary of Approximate Quantities and General Notes | 1 |
| Survey Control Plan | 1 |
| Safety Plan | 1 |
| Construction Phasing Plan | 1 |
| Environmental Exhibit | 1 |
| Demolition Plan | 1 |
| Fencing Layout Plan | 1 |
| Fencing Details | 2 |
| Total Sheet Count | 10 |

2.05 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item F-162 Chain-Link Fence

2.06 Prepare Preliminary Special Provisions. This task is included in the AIP-046 Taxiway C North Pavement Maintenance project.

2.07 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, demolition activities, hauling, fencing, and stormwater management and associated permits (SWPPP). When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.08 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, haul routes for construction traffic, asphalt and/or concrete batch plants, and key points of any permanent, above-ground alterations. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

2.09 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.10 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.11 Prepare Engineer's Design Report. This task includes preparation of the Engineer's Design Report in accordance with current FAA Local Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.12 Review Plans 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.13 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will

be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly. In addition to the 90% reviews, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

2.14 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Report. A final set of Construction Plans (11" x 17"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

| TASK 2 DELIVERABLES | TO FAA | TO SPONSOR |
|----------------------------------------------------------------------------------------------------|--------|------------|
| 2.02 Preliminary Contract Documents for Sponsor's Review | ✓ | ✓ |
| 2.03 CSPP at 90% Complete | ✓ | ✓ |
| 2.08 FAA Form 7460 | ✓ | ✓ |
| 2.12 90% Construction Plans, Specifications, Contract Documents, and Engineer's Design Report | ✓ | ✓ |
| 2.14 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report | ✓ | ✓ |

| TASK 2 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 2.12 Plan Review at 90% Complete. | Cedar City, Utah - One (1) Project Manager IV and one (1) Project Engineer - Assume One (1) hour via teleconference (1 meeting) |

3.0 Bidding Phase

3.01 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in the Spectrum newspaper as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors to maximize project exposure and generate interest in the project.

3.02 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements as part of the AIP-046 Pavement Maintenance project.

3.03 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

3.04 Consult with Prospective Bidders. During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

3.05 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgment of addenda, and in-state licensure verification shall be completed.

3.06 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.05. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

| TASK 3 DELIVERABLES | TO FAA | TO SPONSOR |
|---------------------------------|---------------|-------------------|
| 3.01 Required Bidding Documents | ✓ | ✓ |
| 3.03 Addenda | ✓ | ✓ |
| 3.05 Bid Tabulation | ✓ | ✓ |
| 3.06 Recommendation of Award | ✓ | ✓ |

EX Reimbursable Costs During Design and Bidding

This section includes reimbursable items such as auto rental, mileage, lodging, per diem and other miscellaneous expenses incurred to complete **Part A – Basic Services**.

PART B - SPECIAL SERVICES consists of the construction administration phase, post-construction coordination phase (invoiced on a lump sum basis) and on-site construction coordination phase (invoiced on a cost-plus fixed fee basis). Also included are direct subcontract costs for quality assurance testing verification during construction.

4.0 Construction Administration Phase

4.01 Prepare Construction Contract and Documents. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

4.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- Time the Engineer spends planning, organizing, securing, and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.

- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.

4.03 Review Environmental Documentation. This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.

4.04 Coordinate Quality Assurance Testing. This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance firm for a cost to perform the work is also included in this task.

4.05 Prepare/Conduct Pre-Construction Meeting. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction as part of the AIP-046 Taxiway C North Pavement Maintenance project.

4.06 Review Contractor's Safety Plan Compliance Document. This task will be completed as part of AIP-046 Taxiway C North Pavement Maintenance project.

4.07 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be three RFRs for expenses incurred during the construction and closeout phase of the project.

4.08 Perform Site Visits During Construction. The Project Manager shall make on-site visits, as required, throughout the duration of the project. As of now, it is estimated that the Project Manager will be required to make a minimum of one site visit to the project.

| TASK 4 DELIVERABLES | TO FAA | TO SPONSOR |
|-----------------------------------------------------------------------|--------|------------|
| 4.01 Issue Construction Plans, Specifications, and Contract Documents | ✓ | ✓ |
| 4.01 Notice of Award, Notice to Proceed, and Contract Agreement | ✓ | ✓ |
| 4.02 Change Orders/Supplemental Agreements | ✓ | ✓ |
| 4.02 Monthly Invoice and Monthly PSR | ✓ | ✓ |
| 4.02 Pay Request Review Documentation | ✓ | ✓ |
| 4.02 Weekly/Monthly Reports | ✓ | ✓ |
| 4.05 Pre-Construction Agenda and Meeting Minutes | ✓ | ✓ |
| 4.07 Request for Reimbursement | ✓ | ✓ |

| TASK 4 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| 4.08 Perform Site Visit During Construction | Cedar City, Utah - One (1) Project Manager IV - Assume full day site visit - Assume travel to/from St. George, Utah to Cedar City, Utah |

5.0 Post Construction Coordination Phase

5.01 Prepare Final Testing Report. The Engineer will submit the quality assurance testing summary report, which will include a narrative of tests taken, verification for minimum number of tests, discussion of problems and tests necessary to the FAA for review and approval.

5.02 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.) and the site is clean.

5.03 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

5.04 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction. The recorded drawings will be provided to the FAA electronically.

5.05 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements.

5.06 Prepare DBE Uniform Report. The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.

5.07 Update and Modify Airport Layout Plan (ALP). The Engineer will review and update the ALP to reflect the work completed for this project. A draft version of each sheet will be submitted to the ADO for review. Upon approval by the FAA, the Engineer shall assist the Sponsor in preparing copies for signature of the revised sheets and submitting to the FAA for final approval.

5.08 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

| TASK 5 DELIVERABLES | TO FAA | TO SPONSOR |
|--------------------------------|---------------|-------------------|
| 5.01 Final Testing Report | ✓ | ✓ |
| 5.02 Clean-up List | ✓ | ✓ |
| 5.03 Punchlist | ✓ | ✓ |
| 5.04 Record Drawings | ✓ | ✓ |
| 5.05 Final Construction Report | ✓ | ✓ |
| 5.06 DBE Uniform Report | ✓ | ✓ |
| 5.08 Project Cost Summary | ✓ | ✓ |

| TASK 5 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.03 Conduct Final Inspection | Cedar City, Utah - One (1) Project Manager IV and one (1) Construction Manager - Assume half day site visit - Assume travel to/from St. George, Utah, to Cedar City, Utah |

6.0 On-Site Construction Coordination Phase

This phase will consist of providing one full time Construction Manager. It shall be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take 15 working days to complete construction of the project. Incidental travel costs, including vehicle usage, mileage, lodging, per diem, etc., are in addition to the engineering hours expended.

6.01 Provide Resident Engineering. The Construction Manager will work approximately 12 hours per day during full-time days and six (6) hours per day during part-time days. It is assumed that the Construction Manager will be able to complete all daily project documentation in the course of the shift and that total on-site inspection time is anticipated to be 15 working days. It is assumed the Construction Manager will be on site full-time for five (5) working days and on-site part-time for ten (10) working days. It is assumed that the Contractor will work five (5) days a week during the construction period.

The following tasks will be performed during the course of a typical day's shift during construction:

- a. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project's Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.
- b. Review copies of the survey data and other construction tasks for general compliance with the construction documents.
- c. Coordinate, review and provide a response to construction and general project Request for Information (RFIs).
- d. Prepare and process change orders.
- e. Conduct employee interviews and review Contractor's and subcontractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.

- f. Review and coordinate revisions by the Contractor for quality control and quality assurance testing firm submittals performed as part of the quality assurance testing required by the project specifications.
- g. Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- h. Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.
- i. Maintain daily logs of the construction activities for the duration of time on site which includes the Construction Project Daily Inspection Checklist as required by the CSPP and SPCD. Verify that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- j. Prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA and the office following the week of actual construction activities performed. Verify each week that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- k. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

| TASK 6 DELIVERABLES | TO FAA | TO SPONSOR |
|---------------------------------------------|--------|------------|
| 6.01a Coordinate Submittal Reviews | | |
| 6.01c Coordinate RFIs | | |
| 6.01d Change Orders | ✓ | ✓ |
| 6.01e Payroll Reviews | | |
| 6.01f Quality Assurance Results Compilation | ✓ | ✓ |
| 6.01h Periodic Cost Estimates | ✓ | ✓ |
| 6.01j Weekly Reports | ✓ | ✓ |

EX Reimbursable Costs During Construction This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Sections 4 and 5 Reimbursables are invoiced on a lump sum basis and Section 6 Reimbursables are invoiced on a cost plus fixed fee basis.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Quality Assurance Testing. Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- Item F-162 Chain-Link Fence

Assumptions

The scope of services described previously is based on the following assumptions of responsibilities by the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GA rates at the time of service and may vary from the rates used in the fee estimate. Lodging will be invoiced as an actual expense incurred.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. Each trip is included at the end of each phase above.
3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information in the project area and other available information in the possession of the Sponsor.
4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the fence line upon completion of the project.
5. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
7. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Local Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
8. The Engineer will utilize the following plan standards for the project:
 - Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
 - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
 - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
 - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
 - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated, and will supplement the Engineer's

standards.

9. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

- The project manual Contract Documents will be developed by the Engineer.
- FAA General Provisions and required contract language will be used.

10. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

11. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- a. Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- b. Submittals or deliverables in addition to those listed herein.
- c. If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- d. Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- e. Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- f. Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.



Exhibit B: Compensation

AIRPORT: Cedar City Regional Airport
AIP NO.: 3-49-0005-047-2023
PROJECT: Relocate Fence
DATE: May 2, 2023



FEE BREAKDOWN

| Labor Category | Total Hours | Billing Rate | Total Cost |
|-----------------------------------------|------------------------------|---------------------------|---------------------|
| 2.0 Preliminary Design Phase (Lump Sum) | | | |
| Practice Operations Leader | 1 hrs. x \$ 305.00 /hr = \$ | | 305.00 |
| Consultant I | 3 hrs. x \$ 305.00 /hr = \$ | | 915.00 |
| Engineer I | 3 hrs. x \$ 275.00 /hr = \$ | | 825.00 |
| Engineer Project Manager IV | 27 hrs. x \$ 275.00 /hr = \$ | | 7,425.00 |
| Engineer Tech III | 12 hrs. x \$ 180.00 /hr = \$ | | 2,160.00 |
| Engineer Tech II | 0 hrs. x \$ 145.00 /hr = \$ | | 0.00 |
| Engineer Tech III | 0 hrs. x \$ 145.00 /hr = \$ | | 0.00 |
| Engineer Tech III | 4 hrs. x \$ 145.00 /hr = \$ | | 580.00 |
| SUBTOTAL | 65 hrs. | \$ 145.00 /hr = \$ | 14,610.00 |
| Reimbursables | | | |
| Auto Rental | 1 Day x \$ 85.00 /Day = \$ | | 85.00 |
| Mileage | 130 MI x \$ 0.655 /MI = \$ | | 85.15 |
| Lodging + Tax & Fees | Day x \$ 115.00 /Day = \$ | | 0.00 |
| Per Diem | Day x \$ 59.00 /Day = \$ | | 0.00 |
| SUBTOTAL | | | 170.15 |
| PHASE SUBTOTAL | | | \$ 14,780.15 |

| TASK | Practice Operations Leader | Practice Leader I | Consultant I | Engineer Project Manager IV | Engineer I | Planner III | Engineering Tech III | Engineering Tech II | Phase Item Costs |
|-----------------------------------------------------------------------|----------------------------|-------------------|--------------|-----------------------------|------------|-------------|----------------------|---------------------|---------------------|
| 2.0 Preliminary Design Phase (Lump Sum) | | | | | | | | | |
| 1.01 Coordinate and Attend Meetings with the Sponsor and FAA | 1 | 2 | 2 | 4 | 1 | | | | 2,420.00 |
| 1.02 Prepare Project Scope of Work and Contract | | 1 | | 4 | | | | | 2,000.00 |
| 1.03 Prepare Preliminary Cost Estimating | | | | 1 | 4 | | | | 915.00 |
| 1.04 Provide Project Coordination | | | | 12 | | | | | 3,300.00 |
| 1.05 Review Existing Documents | | | | 2 | | | | | 305.00 |
| 1.06 Review Property Boundary from 2016 Master Plan Update | | | | 2 | | | | | 840.00 |
| 1.07 Prepare Environmental Documentation | | | 1 | 2 | | | | | 825.00 |
| 1.08 Prepare Environmental Documentation | | | | 2 | | | | | 2,710.00 |
| 1.09 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal | | | | | 8 | | | | 1,380.00 |
| 1.10 Design Site Visit | | | | | | | | | |
| TOTALS | 1 | 3 | 3 | 27 | 15 | 12 | 0 | 4 | \$ 14,610.00 |

| Labor Category | Total Hours | Billing Rate | Total Cost |
|-----------------------------|------------------------------|---------------------------|---------------------|
| 2.0 Design Phase (Lump Sum) | | | |
| Practice Operations Leader | 0 hrs. x \$ 305.00 /hr = \$ | | 0.00 |
| Quality Control Manager | 0 hrs. x \$ 305.00 /hr = \$ | | 0.00 |
| Engineer Project Manager IV | 8 hrs. x \$ 295.00 /hr = \$ | | 2,360.00 |
| Engineer I | 19 hrs. x \$ 275.00 /hr = \$ | | 5,225.00 |
| Engineer Tech III | 44 hrs. x \$ 145.00 /hr = \$ | | 6,380.00 |
| Engineer Tech II | 19 hrs. x \$ 145.00 /hr = \$ | | 2,755.00 |
| Survey Phase Manager | 10 hrs. x \$ 135.00 /hr = \$ | | 1,350.00 |
| SUBTOTAL | 110 hrs. | \$ 135.00 /hr = \$ | 27,830.00 |
| Reimbursables | | | |
| Auto Rental | Day x \$ 85.00 /Day = \$ | | 0.00 |
| Mileage | MI x \$ 0.655 /MI = \$ | | 0.00 |
| Lodging + Tax & Fees | Day x \$ 115.00 /Day = \$ | | 0.00 |
| Per Diem | Day x \$ 59.00 /Day = \$ | | 0.00 |
| SUBTOTAL | | | 0.00 |
| PHASE SUBTOTAL | | | \$ 27,830.00 |

| TASK | Practice Operations Leader | Practice Leader I | Quality Control Manager | Engineer Project Manager IV | Engineer I | Engineering Tech III | Engineering Tech II | Survey Phase Manager | Phase Item Costs |
|----------------------------------------------------------------------------|----------------------------|-------------------|-------------------------|-----------------------------|------------|----------------------|---------------------|----------------------|---------------------|
| 2.0 Design Phase (Lump Sum) | | | | | | | | | |
| 2.01 Analyze Survey Data and Prepare Survey Control Plan | | | | 1 | 6 | | | 10 | 1,440.00 |
| 2.02 Prepare Preliminary Contract Documents | | | | | 4 | | | | 1,340.00 |
| 2.03 Prepare Construction Safety and Phasing Plan (CSPP) | | | | | | | | | 1,785.00 |
| 2.04 Prepare Preliminary Construction Plans | | | | 0.5 | 2 | | | | 747.50 |
| Cover Sheet | | | | 0.5 | 2 | | | | 747.50 |
| Survey Control Plan | | | | 0.5 | 2 | | | | 1,037.50 |
| Design/Summary of Approximate Quantities & General Notes | | | | 0.5 | 2 | | | | 1,037.50 |
| Safety Plan | | | | 0.5 | 2 | | | | 1,037.50 |
| Construction Phasing Plan | | | | 0.5 | 2 | | | | 1,037.50 |
| Environmental Exhibit | | | | 0.5 | 2 | | | | 1,037.50 |
| Demolition Plan | | | | 0.5 | 2 | | | | 1,037.50 |
| Fencing Layout Plan | | | | 0.5 | 2 | | | | 1,037.50 |
| 2.05 Prepare Preliminary Technical Specifications | | | | 2 | 4 | | | | 1,480.00 |
| 2.06 Prepare Preliminary Special Provisions | | | | 2 | 4 | | | | 1,480.00 |
| 2.07 Complete Estimate | | | | 1 | 1 | | | | 160.00 |
| 2.08 Complete Estimate | | | | 1 | 1 | | | | 160.00 |
| 2.09 Calculate Estimated Quantities | | | | 4 | 4 | | | | 420.00 |
| 2.10 Prepare Estimate of Probable Construction Cost | | | | 4 | 4 | | | | 420.00 |
| 2.11 Prepare Engineer's Design Report | | | | 16 | 16 | | | | 4,240.00 |
| 2.12 Review Plans at 90% Complete | | | | 2 | 4 | | | | 1,160.00 |
| 2.13 Provide In-House Quality Control | | | 8 | 2 | 4 | | | | 2,040.00 |
| 2.14 Prepare/Submit Plans, Specs, Contract Documents and Engineer's Report | | | | 2 | 2 | 6 | | | 2,320.00 |
| TOTALS | 0 | 0 | 8 | 19 | 83 | 44 | 4 | 10 | \$ 27,830.00 |

| Labor Category | Total Hours | Billing Rate | Total Cost |
|------------------------------|------------------------------|---------------------------|--------------------|
| 3.0 Bidding Phase (Lump Sum) | | | |
| Practice Operations Leader | 0 hrs. x \$ 305.00 /hr = \$ | | 0.00 |
| Engineer Project Manager IV | 12 hrs. x \$ 275.00 /hr = \$ | | 3,300.00 |
| Engineer I | 9 hrs. x \$ 180.00 /hr = \$ | | 1,620.00 |
| Construction Manager II | 0 hrs. x \$ 175.00 /hr = \$ | | 0.00 |
| Engineering Tech III | 0 hrs. x \$ 145.00 /hr = \$ | | 0.00 |
| Engineering Tech II | 4 hrs. x \$ 145.00 /hr = \$ | | 580.00 |
| SUBTOTAL | 25 hrs. | \$ 145.00 /hr = \$ | 5,500.00 |
| PHASE SUBTOTAL | | | \$ 5,500.00 |

| TASK | Practice Operations Leader | Practice Leader I | Engineer Project Manager IV | Engineer I | Construction Manager II | Engineering Tech III | Engineering Tech II | Phase Item Costs |
|---------------------------------------|----------------------------|-------------------|-----------------------------|------------|-------------------------|----------------------|---------------------|--------------------|
| 3.0 Bidding Phase (Lump Sum) | | | | | | | | |
| 1.01 Provide Bid Assistance | | | 2 | 1 | | | | 1,000.00 |
| 1.02 Prepare/Conduct Pre Bid Meeting | | | 3 | 4 | | | | 1,000.00 |
| 1.03 Prepare Addenda | | | 2 | 2 | | | | 1,180.00 |
| 1.04 Consult with Prospective Bidders | | | 2 | 2 | | | | 870.00 |
| 1.05 Review Bid Proposals | | | 2 | 2 | | | | 840.00 |
| 1.06 Prepare Recommendation of Award | | | 1 | 2 | | | | 995.00 |
| TOTALS | 0 | 0 | 12 | 9 | 0 | 0 | 4 | \$ 5,320.00 |

| Task Category | Total Hours | Billing Rate | Total Cost |
|---------------------------------------------------------|---------------------------|--------------|---------------------|
| 4.0 Construction Administration Phase (Lump Sum) | | | |
| Practice Operations Leader | 0 hrs. x \$ 305.00 /hr = | | |
| Engineer Project Manager IV | 29 hrs. x \$ 275.00 /hr = | | 7,975.00 |
| Engineer I | 6 hrs. x \$ 160.00 /hr = | | 960.00 |
| Construction Manager II | 10 hrs. x \$ 170.00 /hr = | | 1,700.00 |
| Engineering Tech III | 4 hrs. x \$ 245.00 /hr = | | 980.00 |
| Engineering Tech II | 2 hrs. x \$ 290.00 /hr = | | 580.00 |
| SUBTOTAL | 49 hrs. | | \$ 14,115.00 |
| Reimbursables | | | |
| Auto Rental | 2 Day x \$ 85.00 /Day= | | \$ 170.00 |
| Willingage | 400 Mi x \$ 0.655 /Mi= | | \$ 262.00 |
| Lodging + Tax & Fees | Day x \$ 115.00 /Day= | | |
| Per Diem | Day x \$ 59.00 /Day= | | |
| SUBTOTAL | | | \$ 432.00 |
| PHASE SUBTOTAL | | | \$ 14,547.00 |

| Task Category | Total Hours | Billing Rate | Total Cost |
|------------------------------------------------------------|---------------------------|--------------|---------------------|
| 5.0 Post Construction Coordination Phase (Lump Sum) | | | |
| Practice Operations Leader | 0 hrs. x \$ 305.00 /hr = | | |
| Engineer Project Manager IV | 17 hrs. x \$ 275.00 /hr = | | 4,675.00 |
| Engineer I | 0 hrs. x \$ 160.00 /hr = | | |
| Construction Manager II | 32 hrs. x \$ 170.00 /hr = | | 5,440.00 |
| Engineering Tech III | 8 hrs. x \$ 245.00 /hr = | | 1,960.00 |
| Engineering Tech II | 6 hrs. x \$ 290.00 /hr = | | 1,740.00 |
| SUBTOTAL | 63 hrs. | | \$ 12,815.00 |
| Reimbursables | | | |
| Auto Rental | 1 Day x \$ 85.00 /Day= | | \$ 85.00 |
| Willingage | 200 Mi x \$ 0.655 /Mi= | | \$ 131.00 |
| Lodging + Tax & Fees | Day x \$ 115.00 /Day= | | |
| Per Diem | Day x \$ 59.00 /Day= | | |
| SUBTOTAL | | | \$ 216.00 |
| PHASE SUBTOTAL | | | \$ 12,861.00 |

| Task Category | Total Hours | Billing Rate | Total Cost |
|--------------------------------------------------------------------------|--------------------------|--------------|---------------------|
| 6.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee) | | | |
| Construction Manager II | 60 hrs. x \$ 47.00 /hr = | | 2,820.00 |
| Construction Manager I | 60 hrs. x \$ 47.00 /hr = | | 2,820.00 |
| SUBTOTAL | 120 hrs. | | \$ 5,640.00 |
| Reimbursables | | | |
| Auto Rental | 10 Day x \$ 85.00 /Day= | | \$ 850.00 |
| Willingage | 2400 Mi x \$ 0.655 /Mi= | | \$ 1,572.00 |
| Lodging + Tax & Fees | 5 Day x \$ 115.00 /Day= | | \$ 575.00 |
| Per Diem | 10 Day x \$ 59.00 /Day= | | \$ 590.00 |
| SUBTOTAL | | | \$ 3,587.00 |
| PHASE SUBTOTAL | | | \$ 24,427.74 |

| TASK | Practice Operations Leader | Practice Leader I | Engineer Project Manager IV | Engineer I | Construction Manager II | Engineering Tech III | Engineering Tech II | Phase Item Costs |
|--------------------------------------------------|----------------------------|-------------------|-----------------------------|------------|-------------------------|----------------------|---------------------|---------------------|
| 4.0 Construction Administration Phase (Lump Sum) | | | | | | | | |
| 4.01 Prepare Construction Contract and Documents | | | 1 | 2 | 2 | 4 | | \$ 2,095.00 |
| 4.02 Provide Project Coordination | | | 8 | 4 | | | | \$ 3,420.00 |
| 4.03 Review Environmental Documentation | | | 2 | | 2 | | | \$ 860.00 |
| 4.04 Coordinate Quality Assurance Testing | | | 8 | | 4 | | | \$ 2,880.00 |
| 4.05 Prepare Construction Schedule | | | 4 | | | | | \$ 1,100.00 |
| 4.06 Prepare Construction Safety Plan | | | 2 | | | | | \$ 2,900.00 |
| 4.07 Prepare Requests for Reimbursement | | | 4 | | | | | \$ 1,100.00 |
| 4.08 Perform Site Visit During Construction | | | | | | | | |
| TOTALS | 0 | 0 | 29 | 6 | 10 | 4 | 20 | \$ 14,115.00 |

| TASK | Practice Operations Leader | Practice Leader I | Engineer Project Manager IV | Engineer I | Construction Manager II | Engineering Tech III | Engineering Tech II | Phase Item Costs |
|-----------------------------------------------------|----------------------------|-------------------|-----------------------------|------------|-------------------------|----------------------|---------------------|---------------------|
| 5.0 Post Construction Coordination Phase (Lump Sum) | | | | | | | | |
| 5.01 Prepare Final Testing Report | | | | | 2 | | | \$ 340.00 |
| 5.02 Prepare Clean-up Item List | | | | | 2 | | | \$ 340.00 |
| 5.03 Conduct Final Inspection | | | 8 | | 6 | | | \$ 3,220.00 |
| 5.04 Prepare Engineering Record Drawings | | | 2 | | 4 | | | \$ 1,335.00 |
| 5.05 Prepare Final Construction Report | | | 2 | | 16 | | | \$ 3,850.00 |
| 5.06 Prepare Final Construction Schedule | | | 2 | | | | | \$ 840.00 |
| 5.07 Update and Modify Airport Layout Plan (ALP) | | | 2 | | 2 | | | \$ 1,190.00 |
| 5.08 Summarize Project Costs | | | 2 | | | | | \$ 860.00 |
| TOTALS | 0 | 0 | 17 | 0 | 32 | 6 | 0 | \$ 12,145.00 |

| TASK | Construction Manager II | Construction Manager I | Phase Item Costs |
|-------------------------------------------------------------------|-------------------------|------------------------|--------------------|
| 6.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee) | | | |
| Estimated Calendar Days from Scope of Work | 7 | 14 | |
| Estimated Working Days/Week from Scope of Work | 5 | 2.5 | |
| Total Days Scoped for Resident Engineering | 12 | 12 | |
| Estimated Hours/Day from Scope of Work | 60 | 60 | |
| 6.01 Provide Resident Engineering | | | \$ 5,640.00 |
| TOTALS | 60 | 60 | \$ 5,640.00 |

| | | Contract Hours | Phase Fee | Reimbursable Costs | Total Cost |
|--------------------------------------------------------|---------------------------------------------------------------|-----------------------|---------------------|---------------------------|---------------------|
| PART A - BASIC SERVICES (LUMP SUM) | | | | | |
| 1.0 | Preliminary Design Phase (Lump Sum) | 65 | \$ 14,610.00 | \$ 170.15 | \$ 14,780.15 |
| 2.0 | Design Phase (Lump Sum) | 163 | \$ 27,830.00 | \$ 27,830.00 | \$ 27,830.00 |
| 3.0 | Building Phase (Lump Sum) | 25 | \$ 5,320.00 | \$ 5,320.00 | \$ 5,320.00 |
| | SUBTOTAL | 253 | \$ 47,760.00 | \$ 170.15 | \$ 47,930.15 |
| PART B - SPECIAL SERVICES (LUMP SUM) | | | | | |
| 4.0 | Construction Administration Phase (Lump Sum) | 69 | \$ 14,115.00 | \$ 432.00 | \$ 14,547.00 |
| 5.0 | Post Construction Coordination Phase (Lump Sum) | 63 | \$ 12,145.00 | \$ 216.00 | \$ 12,361.00 |
| | SUBTOTAL | 132 | \$ 26,260.00 | \$ 648.00 | \$ 26,908.00 |
| TOTAL | | | | | |
| | | Contract Hours | Phase Fee | Reimbursable Costs | Total Cost |
| PART B - SPECIAL SERVICES (COST PLUS FIXED FEE) | | | | | |
| 6.0 | On-Site Construction Coordination Phase (Cost Plus Fixed Fee) | 110 | \$ 17,440.74 | \$ 3,500.00 | \$ 20,940.74 |
| | SUBTOTAL | 110 | \$ 17,440.74 | \$ 3,500.00 | \$ 20,940.74 |
| SUBCONTRACT 1 - Quality Assurance Testing | | | | | |
| | Landmark Testing & Engineering | | | \$ 656.00 | \$ 656.00 |
| | | | | SUBTOTAL | \$ 656.00 |
| | | | | TOTAL | \$ 99,921.89 |

*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of incurrence, mileage will be incurred in accordance with published IRS rates at the time of service and per diem will be incurred in accordance with published GSA rates at the time of service. Lodging will be incurred as actual expense incurred except in the cases where specific client requirements state that hotel lodging is required to GSA standards.

CEDAR CITY COUNCIL

AGENDA ITEM – 14

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: July 5, 2023
SUBJECT: AIP 048 – Award Bid Contract: Acquire new Aircraft Rescue Fire Fighting (ARFF) Truck and Ancillary Equipment

DISCUSSION:

Award Bid Contract for AIP 048:

The Airport held a bid opening to acquire a new Aircraft Rescue Fire Fighting (ARFF) truck for the airport that will be funded with the AIP 048 grant. This grant will replace the existing 2007 ARFF vehicle as the primary airport response vehicle. The FAA has determined that the average service life for ARFF vehicles is about 10-12 years. The grant will also provide funding to acquire ancillary equipment for the ARFF vehicle.

The bid opening was held on May 31st, 2023. There were two prime contractors that requested bidding documents and the Airport collected two Bid(s). JVIATION has finalized the Bid Tabulation sheet and ensured the process was fair and reasonable. It is the Airport and JVIATION recommendation to enter a contract with Rosenbauer as they came in as the low bidder at a rate of \$915,249.00.

Bids for ancillary equipment were also requested from three equipment suppliers, where only one of the three suppliers submitted quotes. JVIATION ensured that the process was fair and reasonable, and it is the Airport and JVIATION's recommendation to enter a contract with LN Curtis and Sons as their bid came in at \$167,535.95.

Attached is the recommendation letter from JVIATION as well as the Bid Tabulation sheet. The airport staff is looking for approval to move forward with a contract.



A WOOLPERT COMPANY

June 22, 2023

Tyler Galetka
Airport Manager, Cedar City Regional Airport
2560 West Aviation Way
Cedar City, UT 84720

RE: Project Award Recommendation
AIP Project No. 3-49-0005-048-2023
Schedule II – Acquire ARFF Ancillary Equipment

Tyler:

Jviation sent the Contract Documents and Specifications to the following equipment suppliers to obtain quotes for Schedule II, Acquire ARFF Ancillary Equipment: LN Curtis and Sons, Siddons-Martin and Weidner Fire.

I received emails from Weidner Fire on May 30, 2023, and Siddons-Martin on June 21, 2023, that they weren't submitting a quote on the project.

LN Curtis and Sons sent their quote on June 1, 2023. However, the Buy America paperwork wasn't complete. They re-submitted the paperwork on June 21, 2021. Based on our review the Buy America paperwork appears to be in order. I will forward it to Eric Trinklein, FAA, for review and approval.

Based upon the attached quote tabulation, LN Curtis and Sons submitted the low quote. Their bid for Schedule II is \$167,535.95. It is our opinion the quote submitted is fair and reasonable. We recommend LN Curtis and Sons be awarded Schedule II of the project in the amount of \$167,535.95.

After concurrence from Eric Trinklein, FAA Civil Engineer, we will provide you with the Notice of Award and Contract forms to be executed by Cedar City and LN Curtis and Sons.

Call if you have questions.

Sincerely,

Kirt J. McDaniel, P.E.
Project Manager

cc: Eric Trinklein, FAA Engineer
Attachment

Main 435.673.4677

35 South 400 West | Suite 200 | St. George, UT | 84770
JVATION.COM

CEDAR CITY REGIONAL AIRPORT

CEDAR CITY, UTAH

AIP PROJECT NUMBER: 3-49-0005-048-2023

QUOTES RECEIVED**SCHEDULE II - ACQUIRE ARFF ANCILLARY EQUIPMENT**

| QUOTE SUMMARY ITEM | Engineer's Estimate | LN Curtis and Sons | Siddons-Martin | Weidner Fire |
|-------------------------------------------------------------------|----------------------|----------------------|----------------|--------------|
| Contractor Information (Division 2-1 thru 2-2) | ✓ | ✓ | N/A | N/A |
| Subcontractor/Material Supplier List (Division 2-3) | ✓ | ✓ | N/A | N/A |
| Equal Employment Opportunity Report Statement (Division 2-5) | ✓ | ✓ | N/A | N/A |
| Buy American Certification (Division 2-7 thru 2-10) | ✓ | ✓ | N/A | N/A |
| Buy America Waiver Request (if applic.) (Division 2-11 thru 2-17) | ✓ | ✓ | N/A | N/A |
| Bid Proposal (Division 2-19 thru 2-21) | ✓ | ✓ | No Quote | No Quote |
| TOTAL COST - SCHEDULE II | \$ 200,000.00 | \$ 167,535.95 | \$ - | \$ - |

QUOTES - SCHEDULE II

| SCHEDULE II | | | | Engineer's Estimate | | LN Curtis & Sons | | Siddons-Martin | | Weidner Fire | |
|--------------------------|--------------------------|------|--------------------|----------------------------|---------------|-----------------------------|---------------|-----------------------|------------|---------------------|------------|
| Item No. | Description | Unit | Estimated Quantity | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| ARFF-200-1 | ARFF ANCILLARY EQUIPMENT | LS | 1 | \$ 200,000.00 | \$ 200,000.00 | \$ 167,535.95 | \$ 167,535.95 | No Quote | -- | No Quote | -- |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| TOTAL SCHEDULE II | | | | | \$ 200,000.00 | | \$ 167,535.95 | | \$ - | | \$ - |

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 17
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: City Engineer

Council Meeting Date: July 5, 2023

Subject: Consider proposals for traffic studies at the intersections of Lund Highway/1600 North, 600 South/860 West, and Bulldog Road/Kitty Hawk Drive.

Discussion: This project involves providing the necessary personnel to complete traffic studies at the following intersections:

- Lund Hwy/1600 North (traffic signal warrant or roundabout)
- 600 South/860 West (intersection study)
- Bulldog Road/Kitty Hawk Drive (traffic signal warrant)

The Request for Proposals (RFP) was sent out to the 12 consulting firms in the City's Engineering Pool.

Cedar City received three proposals for the Traffic Studies Project. Based on the scoring of the proposals, Horrocks Engineers received the highest total score of 90.00 points. The proposals were evaluated based on a 100-point scoring system.

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

The following table shows a ranking of the proposals based on the average evaluation score. The table also lists the proposed fee and where each Consultant has an office location.

Proposal Scoring Summary

| | | | Horrocks Engineers (St. George) | Avenue Consultants (St. George) | Watson Engineering (Cedar City) |
|--------------------------------|-----------------------|------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|
| Proposed "Not-to-Exceed" Fee = | | | \$25,000 | \$26,760 | \$54,995 |
| 1 | Introductory Letter | 0 | 0 | 0 | 0 |
| 2 | Scope of Work | 40 | 32.67 | 35.33 | 34.00 |
| 3 | Project Cost and Fees | 60 | 57.33 | 54.00 | 47.67 |
| | Point Totals | 100 | 90.00 | 89.33 | 81.67 |

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

**Project Funding
Traffic Studies
Account #25-40-310**

| | | | |
|------------------------------|-----------------|-------------------|----------------|
| <u>Funding -</u> | <u>Funding</u> | <u>Expenses</u> | <u>Balance</u> |
| Acct. #25-40-310 – 3 Studies | \$28,000 | | |
| <u>Expenses -</u> | | | |
| Consultant Contract | | (\$25,000) | |
| Misc./Contingency | | (\$3,000) | |
| Totals - | \$28,000 | (\$28,000) | \$0 |

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 18
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: City Engineer

Council Meeting Date: July 5, 2023

Subject: Consider proposals for engineering design of the Hunter Glenn Outfall Sewer Line.

Discussion: This project involves providing the necessary personnel to complete the engineering design of the Hunter Glenn Outfall Sewer Line project.

The Request for Proposals (RFP) was sent out to the 12 consulting firms in the City's Engineering Pool.

Cedar City received three proposals for the design of the Hunter Glenn Outfall Sewer Line project. Based on the scoring of the proposals, Platt & Platt received the highest total score of 79.00 points. The proposals were evaluated based on a 100-point scoring system.

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

The following table shows a ranking of the proposals based on the average evaluation score. The table also lists the proposed fee and where each Consultant has an office location.

Proposal Scoring Summary

| | | | Platt & Platt (Cedar City) | Ensign Engineering (Cedar City) | CMT Technical Services (Hurricane) |
|--------------------------------|-----------------------|------------|-------------------------------|---------------------------------------|---------------------------------------------|
| Proposed "Not-to-Exceed" Fee = | | | \$25,200 | \$54,540 | \$56,110 |
| 1 | Introductory Letter | 0 | 0 | 0 | 0 |
| 2 | Scope of Work | 40 | 26.75 | 36.75 | 35.75 |
| 3 | Project Cost and Fees | 60 | 52.25 | 42.00 | 42.50 |
| | Point Totals | 100 | 79.00 | 78.75 | 78.25 |

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

Project Funding Hunter Glenn Outfall Line/Decommission Lift Station Account #52-55-730

| <u>Funding -</u> | <u>Funding</u> | <u>Expenses</u> | <u>Balance</u> |
|-----------------------------|--------------------|----------------------|-----------------|
| Acct. #52-55-730 | \$1,500,000 | | |
| <u>Expenses -</u> | | | |
| Consultant Contract | | (\$25,200) | |
| Estimated Construction cost | | (1,400,000) | |
| Materials Testing | | (\$7,000) | |
| Misc./Contingency | | (\$25,000) | |
| Totals - | \$1,500,000 | (\$1,457,200) | \$42,800 |

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 19
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: City Engineer

Council Meeting Date: July 5, 2023

Subject: **Consider bids for the Iron West Sports Complex Water Line and Power project.**

Discussion: The Engineering Department has requested bids from local contractors to do this work; however, the bids have not been received yet. The bids for this project will be presented at the City Council Action meeting on July 12th.

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 20
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: City Engineer

Council Meeting Date: July 5, 2023

Subject: **Consider bids for the Iron West Sports Complex Irrigation System and Lighting Conduit project.**

Discussion: The Engineering Department has requested bids from local contractors to do this work; however, the bids have not been received yet. The bids for this project will be presented at the City Council Action meeting on July 12th.

CEDAR CITY COUNCIL
AGENDA ITEMS - 21
DECISION PAPER

TO: Mayor and City Council
FROM: City Manager
DATE: July 3, 2023
SUBJECT: Release of 1st refusal right to certain post 1934 priority water rights.

In 2018 Cedar City entered into a 1st refusal agreement with Lee and Amanda Grimm for water rights. The agreement gave the City the first right to purchase these water rights. The water right in question is water right #73-154, and represents 220.3944 acre feet of water. The priority date for this water right is February, 1935. If all of the cuts from the groundwater management are implemented, this is a water right that would be cut. The Grimms have a bonified purchaser for value and would like the City to release its right of first refusal so they can sell the water to this purchaser. Attached is an agreement that will release the City's interest in the water rights. If you have questions, please ask. Please consider approving the agreement below.

**RELEASE AND TERMINATION OF THE RIGHT OF FIRST REFUSAL
TO ACQUIRE WATER RIGHTS PERTAINING TO
220.3944 ACRE FEET OF WATER FROM WATER RIGHT #73-154/#73-4576**

THIS RELEASE AND TERMINATION OF THE RIGHT OF FIRST REFUSAL TO ACQUIRE WATER RIGHTS is made, entered into, and effective as of the 28th day of June, 2023 (the termination date) between Cedar City Corporation, a Utah Municipal Corporation, with its office located at 10 North Main Street, Cedar City, Utah, hereinafter referred to as "CITY"; and the property owners, Lee Joshua Grimm and Amanda Leigh Grimm, whose address of record is 2955 North 2000 West, Parowan, Utah, hereinafter referred to as "OWNER", collectively both CITY and OWNER may be referred to as the "PARTIES".

RECITALS:

WHEREAS, CITY and OWNER are parties to a Right of First Refusal to Acquire Water Rights agreement dated February 15, 2018; and

WHEREAS, OWNER has requested the CITY to release its Right of First Refusal in 220.3944 acre feet of water from water right #73-154; and

WHEREAS, OWNER has caused his interest in water right #73-154 to be segregated and renumbered as water right numbers #73-4572 (20 acre feet) and #73-4576 (220.3944 acre feet); and

WHEREAS, CITY agrees to releasing its Right of First Refusal in 220.3944 acre feet of water from water right #73-4576; and

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

ARTICLE I

RELEASE AND TERMINATION

Release and Termination. As of the Effective Date, the CITY agrees to release 220.3944 acre feet of water from water right #73-4576, that is contemplated in the February 15, 2018, Right of First Refusal to Acquire Water Rights agreement. As to these 220.3944 acre feet of water, the agreement shall be null and void and of no further force or effect and the PARTIES shall be released from further liability thereunder upon the signing of this Release and Termination Agreement.

ARTICLE II

MISCELLANEOUS PROVISIONS

Entire Agreement. This Agreement shall constitute the entire Partial Release and Termination Agreement between the PARTIES on the issues set forth herein and shall supersede any and all agreements between the PARTIES regarding the February 15, 2018, Right of First Refusal to Acquire Water Rights Agreement. This Agreement may be modified or amended only by a writing signed by both PARTIES.

Interpretation. The PARTIES acknowledge and agree that the provisions and terms of this Agreement shall be construed fairly as to all PARTIES and not strictly in favor or against any party regardless of which party was generally responsible for the preparation of this Agreement.

Headings. The article headings of this Agreement are for reference and convenience only and shall not modify or amend this Agreement.

Counterparts. This Agreement may be executed in multiple counterparts. A facsimile of an executed original document shall have the same legal force and effect as an original document and shall be admissible as an original document.

Jurisdiction. It is agreed that any civil action concerning this Agreement shall be commenced in a court of competent jurisdiction in Iron County, Utah.

(Intentionally left blank)

IN WITNESS WHEREOF, the PARTIES hereto have caused this Release and Termination Agreement to be executed as of the day and year written above.

CEDAR CITY CORPORATION:

Garth O. Green, Mayor

[Seal]

Attest

Renon Savage, Recorder

STATE OF UTAH)

:ss.

COUNTY OF IRON)

This is to certify that on the _____ day of _____, 2023, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Garth O. Green, 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 he the said Garth O. Green and she the said Renon Savage executed the forgoing 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

OWNERS:

Lee Joshua Grimm

Amanda Leigh Grimm

STATE OF UTAH)

:ss.

COUNTY OF IRON)

On this _____ day of _____, 2023, Lee Joshua Grimm and Amanda Leigh Grimm personally appear before me who duly acknowledged to me that he/she signed the above and foregoing document.

NOTARY PUBLIC

CEDAR CITY COUNCIL
AGENDA ITEMS - 22
DECISION PAPER

TO: Mayor and City Council
FROM: City Manager
DATE: July 3, 2022
SUBJECT: water rights purchase

The City's purchasing policy allows the Mayor to sign agreements with a value over \$50,000 with the approval of the City Council. The City has negotiated an agreement to purchase 137.368 acre feet of water represented by water right #73-155. The priority date for this water is 1924, this is a priority date that is safe from cuts pursuant to the current groundwater management plan. The City has agreed to purchase the water rights for \$14,000 per acre foot for a total purchase price of \$1,923,152.00. The Grimms also have 42.1787 class B shares in Coal Creek Irrigation they are willing to sell as part of this transaction for \$50 per share for a total purchase price of \$2,108.94. The total transaction will cost Cedar City \$1,925,260.94. Below is the purchase agreement for your consideration. If there are any questions, please ask. Please consider approval of the sales agreement and the resolution authorizing the Mayor to sign such closing documents as are necessary to complete this transaction.

Water RIGHT PURCHASE AGREEMENT

This WATER RIGHT PURCHASE AGREEMENT is entered into as of the ____ day of ____, 2023 ("Effective Date") by and between Cedar City Corporation, a Utah Municipal Corporation, here in after referred to as Buyer; and Lee Joshua Grimm and Amanda Lee Grimm, individuals, hereinafter referred to as Seller. Seller and Buyer may be referred to collectively as the "Parties" or individually as a "Party."

RECITALS

Seller is the owner of an interest in water right No. 73-155 located in Iron County, Utah and identified on the records of the Utah State Engineer ("State Engineer"); and Water Right No. 73-155 has a priority date of 1924. Seller's interest in water right No. 73-155 is described as a joint tenant interest in 137.368 acre feet; and Seller owns 42.1787 class B shares in the Coal Creek Irrigation Company that it wishes to sell to Buyer; and Seller wishes to sell all of its right, title, and interest in water right 73-155 and the class B shares in Coal Creek Irrigation to Buyer, and Buyer wishes to purchase the Water Rights and water shares from Seller, subject to the terms and conditions of this Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for the mutual covenants, promises, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Conveyance of the Water Right. Subject to the terms and conditions of this Purchase Agreement, Seller agrees to sell and convey the Water Rights to Buyer free and clear of all liens,

encumbrances, reservations, restrictions, and adverse claims and Buyer agrees to purchase the Water Rights from Seller.

Seller represents that Seller has fee title to the water rights and will convey marketable title to the water rights to Buyer at closing by a general warranty deed.

Prior to closing Seller shall provide to Buyer a commitment for title insurance.

Seller agrees that prior to receiving payment seller shall complete change application with the State Engineer's office. This change application will transfer ownership of the water rights to Cedar City on the records of the State Engineer. Seller will reasonably cooperate with the State Engineer's office to provide information and all material respects so that the change order may be successfully completed.

Purchase Price and Payment. Buyer agrees to pay Seller Fourteen Thousand Dollars (\$14,000.00) per acre-foot, or portion thereof, for 137.368 acre feet representing Seller's entire interest in water right 73-155 for a total of One Million Nine Hundred and Twenty-Three Thousand One Hundred and Fifty Two dollars. (\$1,923,152); additionally Buyer agrees to sell 42.1787 class B shares in the Coal Creek Irrigation Company for fifty (\$50) per share, or portion thereof, the total price for the Class B Coal Creek Shares is Two Thousand One Hundred and Eight Dollars and Ninety Four Cents (\$2,108.94); the total purchase price for water right 73-155 and the Class B shares in Coal Creek Irrigation Company is One Million Nine Hundred Twenty-Five Thousand Two Hundred Sixty Dollars and Ninety Four Cents (\$1,925,260.94) ("Purchase Price"). The Purchase Price shall be due and payable to Seller No later than January 31, 2024.

Closings. Closing of the transaction shall take place no later than January 31, 2024. Prior to closing Seller will provide a commitment for title insurance policy acceptable to buyer and complete the change application process with the State Engineer. Buyer shall deposit funds with a mutually agreed to title company to be held in escrow.

Costs and Expenses. Seller and Buyer shall each be responsible for their own fees at closing.

Seller's Representations, Warranties, and Covenants. Seller hereby represents and warrants to, and covenants and agrees with, Buyer as to the following matters (all representations, warranties and covenants are true on the execution date of this Purchase Agreement and shall be true at each Closing) with the understanding that Buyer is relying on these representations, warranties, and covenants in effecting the transaction contemplated by this Purchase Agreement and that the representations, warranties, and covenants will survive the Closings:

Title. Seller has good and marketable title to the Water Rights, free and clear of all liens, encumbrances, reservations, restrictions, and adverse claims.

Use and Legal Compliance. The Water Rights are not subject to forfeiture for any period of nonuse. Seller is in full compliance with all requirements under applicable federal, state, and local laws, rules, and regulations with regard to the Water Rights.

Authority. The undersigned has the power and authority to enter into this Purchase Agreement on behalf of Seller and undertake the performance of it. This Purchase Agreement, executed

and delivered by Seller, constitutes a valid and binding obligation enforceable against Seller in accordance with its terms. The execution, delivery and performance of this Purchase Agreement by Seller (a) does not conflict with or result in a violation of any judgment, order or decree of a court or arbiter that is binding upon Seller or the Water Rights, and (b) does not constitute a default under any contract, agreement or other instrument by which Seller or the Water Rights are bound. Seller is not party to any lawsuits, governmental actions, or other proceedings that could affect Seller's ability to perform its obligations under this Purchase Agreement and, to Seller's knowledge, no such lawsuits, actions or proceedings are being threatened.

Consents and Approvals. No consent, approval or authorization of, or declaration, filing or registration with, any third party, including any governmental or regulatory authority, is required in connection with the execution, delivery and performance of this Purchase Agreement by Seller.

Default Remedies.

Seller's Default. In the event of Seller's default hereunder for any reason, Buyer shall deliver written notice thereof to Seller. If Seller does not cure such default within ten (10) days after receiving written notice, Buyer shall be entitled to pursue all rights or remedies available to it at law or in equity including, without limitation, the remedy of specific performance.

Buyer's Default. In the event of Buyer's default hereunder for any reason, Seller shall deliver written notice thereof to Buyer. If Buyer does not cure such default within ten (10) days after receiving written notice, Seller, as its sole and exclusive remedy, may file suit to recover its compensatory damages, excluding any special, indirect, punitive, exemplary, incidental, or consequential damages.

Attorney's Fees. In any action arising out of this Purchase Agreement, including without limitation, an alleged breach or default by any Party, the prevailing Party will be entitled to its costs and reasonable attorney's fees incurred in such action.

Time is of the Essence. Time is of the essence regarding the dates and time constraints set forth in this Purchase Agreement.

Assignment. Neither Party may assign or transfer its interests in this Purchase Agreement without the prior consent of the other Party.

Governing Law. This Purchase Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

Entire Agreement. This Purchase Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding, representation, or agreement of the Parties regarding the subject matter hereof.

Survival. All of the covenants, warranties, representations, and agreements in this Purchase Agreement shall survive the Closings and run with the Water Rights.

Successors and Assigns. This Purchase Agreement and all of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties and their respective heirs, executors, representatives, successors, and assigns.

Modification of Agreement. Any modification of this Purchase Agreement or additional obligation assumed by either Party in connection with this Purchase Agreement shall be binding only if evidenced in a writing signed by the Parties.

No Waiver. No waiver by Seller or Buyer of any provision of this Purchase Agreement shall be

deemed to have been made by the failure of either Party to enforce such provision unless expressed in writing and signed by the Party charged therewith. No delay or omission in the exercise of any right or remedy accruing to Seller or Buyer upon any breach of this Purchase Agreement shall impair such right or remedy or be construed as a waiver of such breach. The waiver by Seller or Buyer of any breach shall not be deemed a waiver of any other breach of the same or another provision of this Purchase Agreement.

Severability. Wherever possible, each provision of this Purchase Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. In the event any provision of this Purchase Agreement shall be prohibited by or invalidated under applicable law, the remaining provisions of this Purchase Agreement shall remain fully effective to the fullest extent possible.

Necessary Acts and Cooperation. The Parties hereby agree to do any act or thing and to execute any and all instruments required by this Purchase Agreement and which are necessary and proper to make effective the provisions of and transaction contemplated by this Purchase Agreement.

Authorization. Each individual executing this Purchase Agreement does hereby represent and warrant to each other so signing that he or she has been duly authorized to sign this Purchase Agreement in the capacity and for the entities set forth where he or she signs.

Captions. The paragraph headings or captions appearing in this Purchase Agreement are for convenience only, are not a part of this Purchase Agreement, and are not to be considered in interpreting this Purchase Agreement.

Counterparts. This Purchase Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. The Parties agree that signatures transmitted by e-mail or facsimile shall be binding as if they were original signatures.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Purchase Agreement to be executed as of the dates below written to be effective as of the Effective Date.

Dated this _____ day of _____, 2023.

Lee Joshua Grimm

STATE OF UTAH)
: Ss.
COUNTY OF IRON)

On this _____ day of _____, 2023, personally
appeared before me Lee Joshua Grimm who duly acknowledged to me that he/she/they signed
the above and foregoing document.

NOTARY PUBLIC

Dated this _____ day of _____, 2023.

Amanda Lee Grimm

STATE OF UTAH)
: Ss.
COUNTY OF IRON)

On this _____ day of _____, 2023, personally
appeared before me Amanda Lee Grimm who duly acknowledged to me that he/she/they signed
the above and foregoing document.

NOTARY PUBLIC

Dated this ____ day of _____, 2023.

Cedar City Corporation

GARTH O. GREEN, MAYOR

[Seal]
ATTEST:

RENON SAVAGE, CITY RECORDER

STATE OF UTAH)
: Ss.
COUNTY OF IRON)

This is to certify that on the ____ day of _____, 2023, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Garth Green, 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 he the said Garth Green 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

CEDAR CITY RESOLUTION NO. _____
A RESOLUTION OF THE CEDAR CITY COUNCIL AUTHORIZING THE MAYOR TO
SIGN AGREEMENTS TO PURCHASE SPECIFIED WATER RIGHTS.

WHEREAS, Cedar City has been in private negotiations with property owners for the purchase of water right #73-155; and

WHEREAS, the owners of water right #73-155 have agreed in principle to sell their interest to Cedar City; and

WHEREAS, according to the City's policies the City Council needs to authorize purchases that exceed \$50,000; and

WHEREAS, the value of the water rights the City is purchasing exceed \$50,000; and

WHEREAS, the Cedar City Council finds that it is in the best interest of the health, safety, and general welfare of Cedar City to purchase these water rights.

NOW THEREFORE be it resolved by the Cedar City Council that the Mayor is authorized to sign all documents pertaining to the purchase of water right 73-155.

This resolution is effective immediately upon passage.

Dated this ____ day of June, 2023.

Garth O. Green
Mayor

[SEAL]
ATTEST:

Renon Savage
City Recorder

CEDAR CITY COUNCIL
AGENDA ITEMS - 23
DECISION PAPER

TO: Mayor and City Council

FROM: City Manager

DATE: July 3, 2023

SUBJECT: Water Right purchase from Holt Family Farms

The City and the Holt Family have reached an agreement in principle whereby the City will acquire 1,000 acre feet of water rights. The water rights are in basin 71, Cedar City is in basin 73. The terms of this transaction are being worked out with the intention to have a contract before the City Council for approval on the 12th of July. This item is on the work meeting so we can make that deadline.

The State's current trans-basin diversion regulations would allow the City to pump the depletion amount from these water rights. The state's depletion calculation for basin 71 is 62.31%, this is slightly better than the depletion calculation for basin 73.

Thank you in advance for the consideration of this item. We will have more information to you for the action meeting.