



Cedar City

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

Mayor
Maile L. Wilson

Council Members
Ronald R. Adams
Paul Cozzens
Terri W. Hartley
Craig E. Isom
Fred C Rowley

CITY COUNCIL WORK MEETING
AUGUST 3, 2016
5:30 P.M.

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 1. Consider local consent for an alcohol permit for the Utah Shakespeare Festival. R. Scott Phillips, Jared Paul Dunn/Chief Adams
 2. Consider RAP Tax Arts allocations. Joanne Brattain
 3. Consider RAP Tax Parks allocations. Mauri Bleazard
 4. Update on the Southview Trailhead. Dave Jacobsen of the BLM
 - Staff
 5. Consider an ordinance establishing angle and parallel parking standards. Paul Bittmenn
 6. Consider proposals for City voice over IP provider. Trevor McDonald
 7. Consider committee appointments. Mayor Wilson
 8. Closed session, property negotiations

Dated this 1st day of August, 2016.



Renon Savage, MMC
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 1st day of August, 2016.



Renon Savage, MMC
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.

#1

Account # 138106



CEDAR CITY

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P A I D
JUL 29 2016
CEDAR CITY CORPORATION

LICENSE FEES	
Class A	\$150.00
Class B	<u>1/2 yr</u> \$250.00
Setup	<u>135.00</u> \$ 50.00
Dance Hall	\$100.00
Penalty	\$
Total	\$

APPLICATION FOR BEER LICENSE *Credit* AND/OR LIQUOR SET-UP

Name of Business Utah Shakespeare Festival
 Address 351 West Center Street
 Mailing Address (same as above)
 Name of Applicant(1) R. SCOTT Phillips
 Address 249 So. 300 West
 Citizenship USA Date of Birth 01-12-53
 Name of Applicant(2) Jared Paul Dunn
 Address 1273 N. 650 W. Cedar City Utah
 Citizenship USA Date of Birth 08-23-79

Phone 435-~~701~~-7884
 Zip Code 84720
 Zip Code 84720
 Zip Code 84720
 Phone 435-701-7884
 Zip Code 84721
 Phone 435-592-9130

Property Owner Name Southern Utah University (Utah Shakespeare Fest.)
 Address 351 West Center Street
 Date of Application 7-29-16 Opening Date of Business Sept 1, 2016

Phone 435-586-7880
 Zip Code 84720

Type of Organization (Check all that apply)
 Corporation LLC Partnership (with SUU) Proprietorship New Owner Change of Use

- All Applicants, partners, officers, and directors, plus stockholders/members with 20% ownership must provide:
- 1) Name, address, and date of birth
 - 2) Place(s) of residence for last 5 years
 - 3) BCI background check
 - 4) References
 - 5) List of all felony and misdemeanor criminal convictions, including charge description, date of conviction, and the court.

I hereby certify that I have never been convicted of a felony, or of any violation of any law or ordinance related to alcoholic beverages, or of drunken driving, or of keeping a gambling or disorderly house.
 I also certify that I have complied with the requirements and possess the qualifications specified in the Alcoholic Beverage Control Act of Utah, and that all the information I have provided in this application is true.
 I agree that if a license is issued, it shall be subject to suspension or revocation as provided in Chapter 23 of the Cedar City Ordinances. I also agree to post any bonds required by the City pursuant to the terms of Chapter 23 of the Cedar City Ordinances.

Date 7-29-16 Signed by R. Scott Phillips
 Applicant Agent

Approved by Chief of Police _____ Date _____

DABC Approval Date _____

Council Action: Approved Not Approved Date _____

Make checks payable to: Cedar City Corporation
 Liquor and beer license renewals shall be due annually on January 1st of each year. If paid after February 15th, a late penalty of 50% of the amount of the fee shall be added to the original amount due. If paid after April 1st, the fee shall be doubled.

#2

ARTS RAP TAX FY '16-'17

Initial Recommendations

Name of requesting organization	Total Amount requested	Amount recommended	Amount awarded
Cedar City Arts Council	\$9,500	\$8,138	
Cedar City Children's Musical Theater	\$12,000	\$8,500	
Cedar City Junior Ballet	\$15,135	\$9,000	
Cedar City Music Arts	\$18,500	\$13,000	
Cedar Livestock and Heritage	\$15,000	\$12,000	
Cedar Valley Community Theatre	\$20,000	\$10,000	
In Jubilo	\$3,500	\$2,200	
Library and Heritage Center	\$31,302	\$0	
Master Singers	\$5,500	\$2,200	
Orchestra of Southern Utah	15,000	\$12,000	
SUMA	\$6,000	\$5,000	
Suzuki Strings	\$3,000	\$2,000	
USF	\$60,000	\$55,000	
Utah Theatre Festival Corp. (Neil Simon)	\$35,000	\$20,000	
Recommendation totals		159038.1	
Total Requests	\$249,437		
Toatl budget	\$159,038.10		
Preservation and Restoration funds requested by library and Heritage Center	\$17,670		
Preservation and Restoration recommendations for library and Heritage Center		\$17,670	

To Note: 55% of allocations go back to the Heritage Center in rent. Most groups get a 50% discount over normal rates. Heritage Center still in the red.

Recommendation to spend up to \$31,302 from the unallocated fund balance to complete the HVAC controllers in the theater and library.

RAP Tax Arts Grants to Date

	FY07-08	FY08-09	FY09-10	FY10-11	FY11-12	FY12-13	FY13-14	FY14-15	FY15-16	Org Total
Braithwaite Fine Arts Gallery		\$ 2,500.00	\$ 2,610.00	\$ 2,500.00	\$ 3,228.00	\$ 1,000.00	\$ 1,800.00	\$ 1,700.00		\$ 15,338.00
Cedar City Arts Council	\$ 2,687.47	\$ 6,300.00	\$ 6,190.00	\$ 5,000.00	\$ 6,850.00	\$ 3,000.00	\$ 3,500.00	\$ 4,000.00	\$ 7,000.00	\$ 44,527.47
Cedar City Children's Musical Theatre							\$ 5,600.00	\$ 8,000.00	\$ 8,000.00	\$ 21,600.00
Cedar Valley Community Theater						\$ 4,000.00	\$ 6,500.00		\$ 8,000.00	\$ 18,500.00
Cedar City Junior Ballet		\$ 10,000.00	\$ 6,458.00	\$ 5,000.00	\$ 9,889.00	\$ 4,000.00	\$ 6,000.00	\$ 7,500.00	\$ 8,500.00	\$ 57,347.00
Cedar City Livestock and Heritage Festival				\$ 6,000.00	\$ 10,350.00	\$ 8,000.00	\$ 9,000.00	\$ 10,000.00	\$ 9,500.00	\$ 52,850.00
Cedar City Music Arts	\$ 13,870.83	\$ 13,000.00	\$ 9,695.00	\$ 9,500.00	\$ 13,288.00	\$ 8,000.00	\$ 9,700.00	\$ 11,000.00	\$ 12,000.00	\$ 100,053.83
Cedar City Public Library				\$ 2,000.00					\$ 1,959.00	\$ 3,959.00
In Jubilo		\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,954.00	\$ 2,000.00	\$ 2,500.00	\$ 2,750.00	\$ 2,000.00	\$ 14,704.00
In Tune						\$ 2,000.00				\$ 2,000.00
Iron Mission Museum			\$ 5,000.00							\$ 5,000.00
Neil Simon Festival	\$ 26,007.80	\$ 35,000.00	\$ 21,103.00	\$ 23,000.00		\$ 16,000.00	\$ 20,000.00	\$ 21,500.00	\$ 20,000.00	\$ 182,610.80
Orchestra of Southern Utah	\$ 18,205.46	\$ 12,000.00	\$ 8,950.00	\$ 9,500.00	\$ 13,745.00	\$ 8,000.00	\$ 10,000.00	\$ 10,500.00	\$ 11,000.00	\$ 101,900.46
Rubik's Cube Square Dance							\$ 500.00	\$ 1,000.00		\$ 1,500.00
The Heritage Theater						\$ 12,000.00			see restoration funds	\$ 12,000.00
Suzuki Strings								\$ 1,500.00	\$ 1,200.00	\$ 2,700.00
Master Singers Utah	\$ 6,935.41	\$ 6,000.00		\$ 6,000.00		\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 30,935.41
Shakespeare Festival	\$ 82,358.03	\$ 109,543.00	\$ 72,863.00	\$ 76,503.00	\$ 74,975.00	\$ 67,244.00	\$ 60,144.00	\$ 63,884.00	\$ 50,000.00	\$ 657,514.03
Southern Utah Museum of Art									\$ 3,500.00	\$ 3,500.00
Year Total	\$ 150,065.00	\$ 194,843.00	\$ 133,869.00	\$ 146,003.00	\$ 135,279.00	\$ 138,244.00	\$ 138,244.00	\$ 146,334.00	\$ 145,659.00	\$ 1,328,540.00

TOTAL AMOUNT AWARDED

Restoration and Preservation Funds Arts

	FY15-16	Org Total
Braithwaite Fine Arts Gallery		\$ -
Cedar City Arts Council		\$ -

Cedar City Children's Musical Theatre		\$	-
Cedar Valley Community Theater		\$	-
Cedar City Junior Ballet		\$	-
Cedar City Livestock and Heritage Festival		\$	-
Cedar City Music Arts		\$	-
Cedar City Public Library		\$	-
In Jubilo		\$	-
In Tune		\$	-
Iron Mission Museum		\$	-
Neil Simon Festival		\$	-
Orchestra of Southern Utah		\$	-
Rubik's Cube Square Dance		\$	-
The Heritage Theater	\$ 1,500.00	\$	1,500.00
Suzuki Strings		\$	-
Master Singers		\$	-
Utah Shakespeare Festival		\$	-
Southern Utah Museum of Art		\$	-
Year Total	\$ 1,500.00	\$	1,500.00

RAP TAX DISBURSEMENT AGREEMENT

CITY OF CEDAR CITY
10 North Main
Cedar City, Utah 84720
(435) 586-2953

Type of RAP Tax Funding:
 Arts
 Parks and Recreation

1. **CONTRACTING PARTIES:** This Agreement is between the City of Cedar City (City) and the following Applicant:

(Recipient)

(Mailing Address)

(Physical Address, if Different)

CEDAR CITY UT 84720
(City) (State) (Zip)

(City) (State) (Zip)

2. **GENERAL PURPOSE OF AGREEMENT:** The general purpose of this Agreement is

3. **CONTRACT PERIOD:** This Agreement becomes effective when both parties have signed and shall terminate when the latest of the following occurs: 1) for an Arts organization, after submission of the required financial records showing the recipient has expended the equivalent of the disbursed funds towards qualified expenses; 2) for a Parks and Recreation project, the recipient completes construction of the project, ownership is transferred to the City, and recipient has provided the required financial records; or 3) one (1) years after the Agreement’s effective date.

4. **RAP TAX DISBURSEMENT AMOUNT AND METHOD.**

- o The total RAP tax allocation applicant shall receive is \$
- o The RAP tax funds shall be disbursed in two equal amounts. The first half of the total allocation shall be disbursed through the City’s accounts payable process after the recipient has returned this fully signed agreement to the City. The second half of the allocation shall be disbursed through the City’s accounts payable process after the recipient has submitted an income/expense report as per the City’s ordinance, and the City staff has verified that the first half of the RAP tax funding has been spent pursuant to the RAP tax award and City ordinance.
- o At the discretion of City staff, and as an exception to the general distribution method whereby the funds are distributed in two equal amounts, the City may approve disbursement of a lump sum payment pursuant to the provisions of City

Ordinance. The recipient using this method of disbursement shall comply with all of the purchasing method procedures and income/expenditure provisions of City ordinance.

5. **STANDARD TERMS AND CONDITIONS:** The attached terms and conditions apply to this Agreement.

6. **FINANCIAL REPORTS REQUIRED:**

- a. For all recipients: a detailed financial statement for the recipient's last fiscal year, including: (i) sources of income, (ii) amounts of income, (iii) types of expenses, and (iv) amounts of expenses.
- b. RAP tax income/expenditure reports are also required pursuant to the terms of City Ordinance.

7. **FUNDS SHALL BE SENT TO:**

Name: _____

Mailing Address: _____

8. **SPENDING OF RAP TAX MONEY.** Recipient agrees that to the greatest extent possible that all RAP tax money is to be spent within Cedar City. Also, the recipient agrees that all funds shall be spent for purposes set forth in their application and as approved by the City Council.

9. **RAP TAXES ARE PUBLIC FUNDS.** For purposes of this section "public funds" means monies, funds, accounts, regardless of the source from which they are derived and includes funds allocated through the Cedar City RAP tax program. Public funds also includes accounts or funds that have been transferred through the Cedar City RAP tax program to private or public entities that have contracted with Cedar City for the expenditure of said funds. The recipient of RAP tax funding expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these public funds as authorized by law and this agreement. The recipient understands that it, its officers, and employees may be criminally liable under Utah Code Annotated §76-8-402, for misuse of public funds. The recipient understands that the City may monitor recipient's expenditure of the public funds.

10. **AUDITS.** Cedar City reserves the right to audit the use of the RAP tax funds and the accounting of the use of the RAP tax funds received under this agreement. If an audit is requested by the City the recipient shall cooperate fully with Cedar City and/or its auditors in the performance of said audit.

11. WITHHOLDING FUNDING; RETURN OF FUNDS. The recipient expressly understands that Cedar City may withhold RAP tax funds or require repayment of funds from the recipient for noncompliance with the terms and conditions of this agreement; failure to comply with directives regarding the use of public funds contained in this agreement; and/or the misuse of public funds. The recipient expressly understands and agrees that the City's ability to require repayment of funds extends not only to the public funds that are allocated pursuant to this agreement, but to all funding the recipient has received through RAP tax funding. Any funds that have not been spent and accounted for during the one (1) year term of this agreement shall immediately be returned to the City.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

CITY's SIGNATURE PAGE

Dated this _____ day of _____, 20__.

JOE BURGESS
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

This is to certify that on the _____ day of _____, 20__, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Joe Burgess, 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 Joe Burgess 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 RAP TAX DISBURSEMENT
STANDARD TERMS AND CONDITIONS

1. **Authority:** The terms of this Agreement are pursuant to the authority set forth in Sections 59-12-1401 through 1403, Utah Code Ann., 1953 as amended, and Chapter 39, Cedar City Ordinances.
2. **Contract Jurisdiction, Choice of Law, and Venue:** The provisions of this Agreement shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Cedar City, in the Fifth District Court for Iron County.
3. **Laws and Regulations:** The Applicant and any supplies, services, equipment, and construction furnished under this Agreement will comply fully with all applicable Federal and State laws and regulations.
4. **Records Administration:** The Applicant shall maintain, or supervise the maintenance of all Required Financial Records. These records shall be retained by the Applicant for at least four years after the Agreement terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Applicant agrees to allow City auditors and City staff access to all the records of this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **Conflict of Interest:** Applicant represents that none of its officers or employees are officers or employees of the City, unless disclosure has been properly made.
6. **Applicant as Independent Contractor:** The Applicant shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the City to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the City, except as herein expressly set forth. Disbursement stated herein shall be the total amount payable to the Applicant by the City. The Applicant shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the City under this Agreement. Persons employed by the City and acting under the direction of the City shall not be deemed to be employees or agents of the Applicant.
7. **Indemnity Clause:** Applicant agrees to indemnify, defend, and hold Cedar City, and its elected and appointed officers, representatives, employees, and agents harmless from and against any and all liability, loss, damage, costs or expenses, including reasonable attorneys' fees, court costs, and all other litigation expenses arising from Applicant's activities related to this Agreement.
8. **Employment Practices:** The Applicant agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90, which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also, Applicant agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **Separability Clause:** A declaration by any court, or any other binding legal source, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.
10. **Renegotiation or Modifications:** This Agreement may be amended, modified, or supplemented only by written amendment to the Agreement, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the Agreement. Automatic renewals will not apply to this Agreement.
11. **Loss of Qualifying Status:** Applicant certifies that Applicant meets all requirements to receive RAP Tax funding. If Applicant loses its qualifying status prior to the termination of this Agreement, Applicant shall notify and return all unexpended funds to the City within thirty (30) days of the loss.
12. **Termination:** Unless otherwise stated herein, this Agreement may be terminated with cause by either party in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. This Agreement may be terminated without cause, in advance of the specified expiration date by either party, upon 90 days prior written notice being

given the other party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services. If Applicant terminates the Agreement or if the Agreement expires under its terms, Applicant shall return all funds not expended.

13. **Nonappropriation of Funds:** Applicant acknowledges the City cannot contract for payment of funds not yet appropriated by the City Council. If funding to the City is reduced due to a resolution or ordinance of the Council, required by State law, or otherwise reduced pursuant to Subsection 59-12-1403(2), Utah Code Ann., 1953 as amended, the City may terminate this Agreement or proportionately reduce the disbursed amount due from the City upon 30-days written notice. In the case that funds are not appropriated or are reduced, the City will reimburse Applicant, up to the amount of the original disbursement amount, for products delivered or ordered or services performed through the date of cancellation or reduction, and the City will not be liable for any future commitments, penalties, or liquidated damages.
14. **Warranty:** If the RAP Tax disbursement is for the construction of facilities, Applicant agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it provides to the City under this Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this Agreement. Applicant acknowledges that all warranties granted to the City by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and/or warranty disclaimers from Applicant are not applicable to this Agreement unless otherwise specified and mutually agreed upon elsewhere in this Agreement.
15. **Payment:** Payments are normally made within 30 days following receipt of a request for release of funds.
16. **Patents, Copyrights, etc.:** Applicant will release, indemnify, and hold the City, its officers, agents, and employees harmless from liability of any kind or nature, including the Applicant's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Agreement.
17. **Assignment/Subcontract:** Applicant will not assign, sell, transfer, subcontract, or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the City.
18. **Default and Remedies:** Any of the following events will constitute cause for the City to declare Applicant in default of the contract: (1) Nonperformance of contractual requirements or (2) a material breach of any term or condition of this Agreement. The City will issue a written notice of default providing a ten (10) day period in which Applicant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Applicant's liability for damages. If the default remains after Applicant has been provided the opportunity to cure, the City may do one or more of the following: (1) Exercise any remedy provided by law; (2) terminate this Agreement and any related agreements or portions thereof; (3) impose liquidated damages if liquidated damages are listed in the Agreement; and/or (4) suspend Applicant from receiving future solicitations.
19. **Force Majeure:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond the party's reasonable control. The City may terminate this Agreement after determining that such delay or default will reasonably prevent successful performance of the Agreement.
20. **Entire Agreement:** This Agreement, including all attachments and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Applicant's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Applicant that may be subsequently used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the City. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this agreement.

#3

Parks and Recreation RAP TAX FY '16-'17

Name of requesting organization	Total Amount requested	Amount recommended	Amount awarded
Frontier Museum Foundation	\$40,000		\$20,000
Leisure Services	\$849,250		
Cross Hollow Events		\$143,000	\$35,000
Parks and Outdoor Facilities		\$556,000	\$48,500
Aquatics		\$70,250	\$35,250
Golf		\$80,000	\$80,000
Southern Utah Space Foundation	\$3,800		\$0
Southwest Wildlife Foundation	\$35,000		\$27,500
Trails Committee	\$100,000		\$65,326
YETI	\$6,500		\$6,500
Total Requests	\$1,034,550		\$318,076
Total Budget	\$318,076		

Preservation and Restoration funds requested by Leisure Services \$58,000
 Preservation and Restoration funds in the budget \$35,341
 Preservation and Restoration funds recommended by advisory board \$35,341

NOTES ON RAP TAX ADVISORY BOARD RECOMMENDATIONS.

Frontier Museum Foundation recommendation \$20,000 to be spent on purposes outlined in the application
Leisure Services

Cross Hollow Event Center recommended \$35,000 to be spent at discretion of Cross Hollow manager on stalls, asphalt, or indoor bleachers as per the application.

Parks and Outdoor Facilities recommended \$48,500 to be spent as follows:
 \$25,000 for scoreboard and bleachers at Bicentennial Park
 \$8,000 for ADA picnic tables for park pavilions
 \$8,000 for Bicentennial Park renovations
 \$7,500 for one (1) shade structure for the Fields st the Hills

For additional details see RAP tax application
Aquatics recommended \$34,250 to be spent as follows:

- \$12,000 for outdoor deck fence
- \$7,000 for door from lobby area to basketball courts
- \$4,000 for UV lamps
- \$12,250 for In-Pool lights

For additional details see RAP tax application

Golf recommended \$80,000 for pump to complete phase 2 as per RAP tax application.

Southwest Wildlife Foundation recommended \$27,500 to be used for costs associated with the restroom, trail, and signage project as per the RAP tax application.

Trails Committee recommended \$63,326 to be used as broadly as possible to support the expansion of and signage for the City's trail system. YETI recommended \$6,500 to be spent for temporary signs, locker room, curb, gutter, and sidewalk as per RAP tax application

Preservation and Restoration funds were recommended to be allocated to Leisure Services to pay for as much of the following as possible:

- parks and field fence repairs
- concrete repairs
- batting cages
- skate park paneling upgrades
- field conditioner for infield renovations at Bicentennial and Little League Parks
- Sand for the beach at the Lake at the Hills

for additional information see RAP tax application.

Parks & Rec RAP Tax Awards to Date

	FY07-08	FY08-09	FY09-10	FY10-11	FY11-12	FY12-13	FY13-14	FY14-15	FY15-16	Org Total
AYSO						\$ 18,000.00				\$ 18,000.00
Cedar Leisure Services								\$ 96,000.00		\$ 96,000.00
Cedar Leisure Services	\$ 35,000.00							\$ 46,000.00		\$ 81,000.00
	\$ 60,000.00							\$ 13,000.00		\$ 76,117.00
	\$ 175,130.00	\$ 225,000.00								\$ 400,130.00
		\$ 50,000.00			\$ 177,000.00					\$ 227,000.00
		\$ 50,000.00	\$ 150,738.00	\$ 162,006.00				\$ 24,000.00		\$ 386,744.00
		\$ 2,186.00			\$ 72,833.00			\$ 81,289.00		\$ 2,186.00
			\$ 100,000.00	\$ 75,000.00			\$ 75,000.00	\$ 20,000.00	\$ 81,289.00	\$ 274,122.00
							\$ 77,000.00	\$ 112,778.00	\$ 50,000.00	\$ 312,778.00
										\$ 77,000.00
						\$ 205,188.00				\$ 205,188.00
								\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
								\$ 3,117.00	\$ 3,117.00	\$ 3,117.00
								\$ 39,631.40	\$ 39,631.40	\$ 39,631.40
										\$ 39,631.40
				\$ 39,000.00						\$ 39,000.00
							\$ 5,000.00			\$ 5,000.00
									\$ 20,000.00	\$ 20,000.00
										\$ 27,000.00
		\$ 15,000.00	\$ 12,000.00	\$ 16,000.00	\$ 4,195.00	\$ 45,300.00	\$ 1,350.00	\$ 12,000.00		\$ 78,845.00
	\$ 5,000.00							\$ 25,000.00		\$ 30,000.00
							\$ 24,323.00			\$ 24,323.00
	\$ 25,000.00	\$ 42,500.00	\$ 5,000.00		\$ 4,000.00					\$ 76,500.00
					\$ 7,500.00	\$ 8,000.00				\$ 15,500.00
									\$ 1,280.00	\$ 1,280.00
	\$ 25,000.00	\$ 384,686.00	\$ 267,738.00	\$ 292,006.00	\$ 265,528.00	\$ 276,488.00	\$ 276,488.00	\$ 295,785.00	\$ 292,317.40	\$ 2,376,036.40
Year Total	\$ 25,000.00	\$ 384,686.00	\$ 267,738.00	\$ 292,006.00	\$ 265,528.00	\$ 276,488.00	\$ 276,488.00	\$ 295,785.00	\$ 292,317.40	\$ 2,376,036.40

TOTAL Leisure Services \$ 2,195,013.40

TOTAL FUNDS ALLOCATED

Parks & Rec RAP Tax Preservation and Restoration Funds

	FY15-16	Org Total
	\$ -	\$ -
Leisure Service	\$ 32,369.00	\$ 32,369.00
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -

CEDAR CITY COUNCIL
AGENDA ITEMS - 5
DECISION PAPER

TO: Mayor and City Council

FROM: Paul Bittmenn

DATE: July 31, 2016

SUBJECT: Angle parking ordinance

DISCUSSION:

The proposed amendments to the angle parking ordinance, if adopted, will add some structure to where and when the City would create on street angle or perpendicular parking.

The proposal would restrict angle parking to locations zoned commercial, industrial, or mixed use. The speed limit would have to be 25mph or less. The ordinance established minim street width requirements depending on the type of street and if the parking is requested on one side or both. The angle parking designation has to extend from one intersection to another. Usually this will be an entire block. All of the property involved in the proposed angle parking area has to be in conformance with the City's off-street parking requirements.

The ordinance sets out a requirement for 60% of the property owners impacted by the proposed parking to agree. There are also various criteria set out in section 3.b related to what needs to be included in the petition.

Once a petition is filed staff will verify its contents and within 30 days either accept the petition or reject the petition. If the petition is rejected staff has to send the petition sponsor written notice telling them why the petition was rejected.

There is a list of engineering requirements. This is found in section 3.d. The required engineering drawing shall show the layout, stall length and width, street widths, sign plan, painting plan, distances from intersections, distances from driveways, non-obstruction of bike lanes or trails, non-obstruction to fire hydrants or FDC caps; and non-interference with bus stops.

The next step would be a public hearing before the City Council. The petitioner will need to provide notice to all property owners within 300 feet of the proposed parking area.

If the Council approves the angle parking area the petitioners will be responsible to paint and sign the area. The petitioners will also be responsible to maintain the area.

All existing angle parking areas are proposed to be grandfathered in, with the adjacent property owners required to do the maintenance of paint and signs.

A copy of the proposed ordinance is included. Please consider the ordinance.

CEDAR CITY ORDINANCE NO. _____

AN ORDINANCE OF THE CEDAR CITY COUNCIL ESTABLISHING ANGLE AND PERPENDICULAR PARKING REQUIREMENTS.

WHEREAS, from time to time Cedar City has received requests to establish angle parking or perpendicular parking areas throughout the City; and

WHEREAS, it has become reasonably necessary to establish a set of criteria that will allow for public notice of proposed angle or perpendicular parking areas as well as set forth some reasonable evaluation and engineering criteria to be applied to the decision; and

WHEREAS, the Cedar City Council finds that the proposed amendments contained herein are in the best interests of the public, encourage public notice and participation, establish reasonable evaluation criteria, and establish reasonable engineering criteria.

NOW THEREFORE BE IT ORDAINED, by the City Council of Cedar City, State of Utah, that Chapter 35, Section 11, of the Ordinance of Cedar City, State of Utah, be amended as indicated below to include the underlined text and to omit the struck through text.

SECTION 35-11. On Street Perpendicular or Angle Parking Provisions-Ordinance

1. **Purpose.** On street perpendicular or angle parking in ~~designated~~ areas designated in compliance with the terms and conditions contained in this ordinance may be beneficial to the safety, convenience, economy, and general welfare of Cedar City. The procedures established in this ordinance are intended to promote the efficient use of perpendicular or angle parking, minimize conflicts with existing neighborhood land uses, avoid conflicts with Cedar City's master planned bicycle lanes and pedestrian trails, allow for designated areas to provide adequate sight distances, and to protect the safety of the general public. ~~permitted by the City Council after first obtaining input from the City Engineer, the Director of Public Works, and the Cedar City Chief of Police. Any perpendicular or angle parking areas shall be striped, marked with upright placards, and designed by the City Engineer giving due consideration to driveways, intersections, and fire hydrants. The striping and placards shall conform to reasonable engineering standards as set forth in the most recent publication of the Manual on Uniform Traffic Control Devices. If additional perpendicular or angle parking areas are adopted such amendments shall not be effective until proper striping and signs are in place.~~

2. **Administration.** The on street perpendicular or angle parking ordinance shall be administered cooperatively between the Chief of Police, City Engineer, and the Director of Public Works. The Chief of Police, City Engineer, and Director of Public Works may delegate such authority as is required for the effective administration of this ordinance.

3. **Designation of perpendicular or angle parking.**

a. General Criteria. In order for an area to be designated as perpendicular or angle parking, the area must meet the following criteria:

- i. all sides of the street that are proposed to have perpendicular or angle parking must abut property zoned commercial, industrial, or mixed use;
- ii. the posted speed limit for the area must not exceed twenty-five (25) miles per hour;
- iii. if perpendicular or angle parking is requested on both sides of the street the street must measure a minimum of sixty-seven (67) feet from curb face to opposite curb face;
- iv. if perpendicular or angle parking is requested on one side of the street and the other side of the street is restricted to parallel or no parking the street must measure a minimum of fifty-eight (58) feet from curb face to opposite curb face;
- v. if perpendicular or angle parking is requested on a one-way street, the perpendicular or angle parking is only allowed on the side of the street aligned with the permitted traffic flow and the other side of the street must be restricted to no parking or parallel parking. At a minimum the street must measure thirty-six feet (36') from curb face to opposite curb face with no parking on the opposite side of the street from the angle or perpendicular parking and forty-five feet (45') from curb face to opposite curb face with parallel parking on the opposite side of the street from the angle or perpendicular parking; and
- vi. perpendicular or angle parking will only be allowed in compliance with this ordinance on a street where the proposed perpendicular or angle parking will extend from one intersection to at least one additional intersection.
- vii. all property involved in the petition to create angle parking shall be in compliance with Cedar City's on-site parking requirements. If property is not in compliance with Cedar City's on-site parking requirements the entire street will be disqualified until the property not in compliance with Cedar City's on-site parking requirements comes into compliance.

b. Petition requirements. Cedar City will consider allowing perpendicular or angle parking in accordance with this ordinance on a street that extends from

one intersection to at least one additional intersection, and only upon receipt of a petition meeting the following requirements:

i. the petition is signed by sixty percent (60%) of the property owners abutting both sides of the street defined by the petition;

ii. the petition shall include a physical description of the street requesting perpendicular or angle parking;

iii. the petition shall specify the type of parking requested (i.e. angle, perpendicular, back in only angle);

iv. the petition shall contain the signature and printed names of each property owner signing the petition;

v. the petition shall contain the address or other description of the property claimed to be owned by each property owner signing the petition;

vi. the petition shall contain a calculation with the total number of property owners within the area defined by the petition and a calculation showing the signatures gathered actually constitute sixty percent (60%) of the owners;

vii. the petition shall contain the phone number and mailing address for each property owner signing the petition;

viii. the petition shall contain the name, address, phone number, and email contact for a petition sponsor that will be a point of contact between the neighborhood and Cedar City, and;

ix. the petition must contain a notice located in a conspicuous location in large type telling the petitioner that if angle or perpendicular parking is permitted the properties fronting the street will be financially responsible to install and maintain all required signs, striping, and painting.

c. **Petition verification.** Upon receipt of the final petition City Staff shall have thirty (30) days to make sure all required information is present in the petition and verify the signatures of those listed on the petition. If the petition is not complete or Cedar City staff is not able to verify the signatures the petition will be returned to the petition sponsor with a written explanation of the reasons for rejecting the petition. Once the petition is complete and verified City staff shall send the petition sponsor written notice telling them the petition is complete and verified and requesting required engineering.

d. **Required engineering.** The petition sponsor shall provide the City a drawing that is signed and stamped by a licensed professional engineer showing the following:

- i. the entire street that is the subject of the petition;
- ii. the proposed type of parking (angle, perpendicular, or back in only angle parking);
- iii. the proposed parking layout;
- iv. the length and width of each parking spot in conformance with applicable Cedar City ordinance and/or Engineering standards;
- v. the proposed no parking and angle parking sign locations and text, proposed curb painting, and stall striping in accordance with the most current edition of the Manual on Uniform Traffic Control Devices (MUTCD), or Cedar City Engineering Standards, whichever is more descriptive. This shall include a requirement that the striping be done with paint only. The type of paint used shall comply with the MUTCD recommendations for pavement markings, or Cedar City Engineering Standards, whichever is more descriptive;
- vi. all distances between any portion of a parking stall to the point of intersection of the street right of way lines (minimum of 30 feet);
- vii. all distances between any portion of a parking stall and the bottom of the curb taper when the parking spot is next to a driveway (minimum of 20 feet);
- viii. all curbs painted red and no parking/angle parking signs in compliance with the MUTCD, or Cedar City Engineering Standards, whichever is more descriptive, on those areas between a parking stall and an intersection or the bottom of a curb taper, and;
- ix. showing how the proposed angle or perpendicular parking will not obstruct all existing or master planned bicycle lanes and pedestrian trails within the street proposed for angle or perpendicular parking.
- x. that the proposed parking stalls do not obstruct access to fire hydrants or fire department connection caps within the public right of way. All of the proposed stalls must be a minimum of fifteen feet (15') from a fire hydrant or fire department connection cap within the public right of way.
- xi. the proposed parking stalls shall not interfere with bus stops or cross walks. All of the proposed stalls must be a minimum of twenty feet (20') from cross walks and bus stops.

If there is a conflict with an existing or proposed bike lane or pedestrian trail, the petitioner shall make recommendations to accommodate the bicycle or pedestrian traffic so as to

avoid conflicts with on-street parking. Once all of the engineering has been reviewed and approved, City staff shall notify the petition sponsor of the date and time for a public hearing.

e. **Public Hearing.** Once the petition sponsor has confirmation of the time and date for the public hearing the petition sponsor shall provide written notice of the time, date, and location of the public hearing to all property owners within 300 feet of the street proposed to be designated as perpendicular or angle parking. The written notice shall also include a brief narrative of the proposed parking and a map showing the proposed parking layout.

4. **Approval, Painting, Signage, and Maintenance.**

a. After holding the public hearing and considering the input received therein, the City Council may approve, deny, or modify the submitted petition. Nothing in this ordinance is intended to provide a guarantee to a petitioner that the proposed parking will be approved. When petitioning the City the petitioner shall be responsible for all costs associated with the proposal.

b. If the proposal is approved it shall be the financial responsibility of the property owners adjoining the street to install and maintain all required signs, paint, and striping. This maintenance obligation shall be a continuing obligation of the property owners. If the City inspects the signs, paint, or striping and finds that maintenance or repair is needed, anywhere along the street, the City may provide written notice to all property owners along the street requiring the maintenance be completed within thirty (30) days. If the maintenance, along the entire street, is not completed within the thirty (30) day period and there is no communication from the property owners providing a reasonable request for additional time the City shall remove and dispose of the upright signs, obliterate any remaining striping or painted areas, and commence any necessary internal process to revert the parking along the entire street to parallel only. This obligation to maintain the signs, paint and striping includes maintenance caused by City authorized maintenance activities in the public right of way. Although the property owners shall have the financial responsibility to install and maintain the signs, painting, and striping, the parking shall be public parking under control of City and the signs, striping, and painting shall be public improvements under the control of City.

5. **Grandfathered on Street Parking Areas.** The following areas of the City were approved prior to the adoption of the provisions in sub-paragraphs one (1) through four (4) above and are hereby grandfathered in their present configurations for purposes of the authorization to have angle or perpendicular parking. For purposes of maintaining the signage, paint, and striping the following areas must comply with applicable provisions of paragraphs one (1) through four (4) above.

A.4. The following areas are designated as angle parking areas:

iA. Along 200 West in front of the Southwest Plumbing offices located at 506 North and 200 West.

iiB. Along the East side of 100 West between Center Street (University Boulevard) and Hoover Avenue.

iiiC. On the West side of 100 East +/- 810 feet to the North of the intersection of 200 North (Freedom Boulevard) and 100 East.

ivD. On the East side of 100 West +/- 122 feet to the North of the intersection of 100 West and Hoover Ave. And leaving approximately the first +/- 20 feet to the North of Hoover Ave. free of angle parking spaces so as to increase the line of sight for turning vehicles.

vE. On the West side of 200 East beginning 30 feet South of the intersection with 200 North and extending +/- 118 feet to the South. On the South side of 200 North beginning 30 feet West of the intersection with 200 East and extending 305 feet to the West. Additionally the angle parking along 200 North shall be configured so that no angle parking is allowed within 20 feet of the bottom of any curb taper on both sides of all driveways within the area.

vi. On the North side of College Avenue between 100 West and 300 West. The angle parking area shall begin 30 feet from the intersection of College Avenue and 100 West. No angle parking is allowed within 20 feet of the bottom of any curb taper on both sides of driveways. Up to Six (6) parallel handicap parking stalls shall be allowed at the West end of the angle parking as College Avenue approaches 300 West.

B2. The following areas are designated for perpendicular parking areas:

iA. On the North side of 200 South along the frontage of the Iron County Senior Citizens Center located at 461 East and 200 South.

Enacted by Cedar City Ordinance No. 0211-15-1.

Amended by Cedar City Ordinance No. 0311-15, 1216-15-3, 1216-15-4, and 0210-16, and

BE IT FURTHER ORDAINED, by the City Council of Cedar City, State of Utah, that City staff is authorized to make such non-substantive format related changes to the City's ordinance that may be reasonable and necessary in order to accommodate the changes proposed herein.

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage and publication as required by the laws of the State of Utah.

Dated this _____ day of _____.

Maile L. Wilson
Mayor

[Seal]

Attest:

Renon Savage
Recorder

#6

Consider Proposals for Voice over IP

Responses

The evaluation committee weighed the responses from the consultants listed below based on the following criteria requested in the Guidelines for Preparing Proposals: Project and Client Management; Capability of the Provider; Client Reference List; Work Plan and Schedule; and Project Costs, Fees and Required City Services. The committee ranked these proposals as follows:

1. CallTower
2. YipTel
3. Enterhost
4. Ipitimi
5. OBT Anywhere
6. Masergy

Evaluation

Ongoing monthly price per average user was assessed with the most points. Prices were compared in the table below. Masergy provided the most affordable option. The Masergy solution is stand alone and not depended on Skype for Business but integrates well with Skype. According to the Guidelines for Preparing Proposals, there is a point penalty for additional pages submitted over the required number. Masergy scored high without the page penalty.

Average Monthly Cost per User (Based on Cedar City Corporation's anticipated requirements)

CallTower	\$14.33
YipTel	\$16.63
Enterhost	\$15.45
Ipitimi	\$27.00
OBT Anywhere	\$26.99
Masergy	\$13.78

Each responder's proposal was scored by the committee members using their proposed prices and weighing the other four criteria that were requested in the Guidelines for Preparing Proposals. Considering the page penalty and the Skype for Business requirement, CallTower received the highest score from the committee.

Recommendation

The evaluation committee recommends the City Voice over IP provider be CallTower. After evaluating the prices and features included in its proposal, it is estimated that the City will benefit from

a new phone system, improved communications, and an increase in productivity for roughly what the City is currently paying for these services.

CallTower's proposal is a 3-year term with an estimated cost of \$1,719/ month. That equals a yearly amount of \$20,632. The first phase of this project was Office 365 which has a recurring monthly expense of \$2,187.50. After the first year, the estimated total monthly expense for this project is \$3,906.50 per month.

Before this project commenced, the City spent on average \$4,065 per month on comparable services. Over the long term, if this phase of the project is executed the City will pay roughly the same amount for improved services and increased productivity than what it is currently paying!

City Council may proceed with selecting and awarding a Voice over IP provider. The evaluation committee recommends this project be awarded to CallTower.