

Cedar City

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Mayor
Maile L. Wilson

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

City Manager
Paul Bittmenn

CITY COUNCIL WORK MEETING
OCTOBER 19, 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
 - Swear-in Youth City Council

- IV. Public Agenda
 - Public Comments

Business Agenda

Public

1. Review vicinity plan for Southridge Condominium Project at 595 South 75 East (Old Hospital property). Kit Wareham/Heideman, Bush & Gudgell
2. Consider annual lease agreement with YETI, Inc. to operate an ice rink on City property. Bryan Dangerfield/YETI

Staff

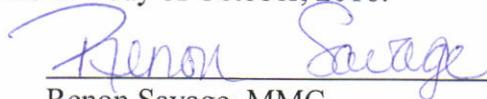
3. Consider bids for the Leisure Services master plan study. Bryan Dangerfield
4. Consider bid for Festival Hall carpet. Jason Clark/Steve Decker
5. Consider bids for the South Tank floor replacement project. Jonathan Stathis
6. Presentation on Wastewater Treatment Plant return effluent. Jonathan Stathis
7. Consider amending the RAP Tax ordinance. Tyler Romeril
8. Closed session – pending litigation

Dated this 17th day of October, 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 17th day of October, 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.

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

TO: Mayor and Council

FROM: Kit Wareham

DATE: October 6, 2016

SUBJECT: Vicinity Plan for the Southridge Condominium

Discussion: The subject Condominium vicinity plan has been recommended for approval by the Cedar City Planning Commission. A copy of the Planning Commission's minutes is attached. Also attached are a copy of the Condominium's Vicinity Plan and Project Analysis. As required in the City's subdivision ordinance once the Planning Commission recommends a Condominium/PUD vicinity plan for approval, 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 subject Condominium:

Developer-	Kent Heideman
Project General Location-	595 South 75 East (Old Hospital Property)
Area Land Use/Zone-	Central Commercial/Central Commercial
Number of Units-	6
Units Size Range-	673 to 3834 Square Foot Commercial and Apartments
Misc. Information-	This project is the conversion of an existing building that used for a clinic with the old hospital.

PUBLIC HEARING

**3- PUD/ Condo- Vicinity 595 S 75 E(Southridge Condos) Heideman/
(Recommendation) Old Hospital Property Bush & Gudgell**

Rich opened the public hearing.

Kent Heideman explained how he had people leasing space and some have proposed to buy their portion of the building. He was talking about doing a minor lot subdivision, but the way the utilities are, it was suggested that he do this as a condo project. He liked that idea. This will be the first phase. Nothing will change but the ownership and all the uses that are there now will remain the same.

Jennie asked just how many different tenants he had in there now? Kent said there were 3 and they are all on board with making this project condos.

Craig wondered once it was a PUD would they rent, or do they own their portion. Kent said he would sell off the portions of the building. Kit pointed out the 6 different units.

Jennie asked if there would be an association for these condos. Kit said they have to have a homeowner's association and CC&R's. All the surrounding area has been notified of this condo project.

Logan Washburn who owns property on 300 East asked if this was phase 1, would there be a phase 2? Kent said not right away. Logan pointed out the different sides of this building and wondered if he would be able to see any future plans. He was told he would, that the City would require that. Rich closed the public hearing.

Jennie made a motion to give a positive recommendation to City Council for this PUD of the old hospital building; seconded by Jill and the vote was unanimous.

The meeting adjourned at 5:30 p.m.

Michal Adams, Administrative Assistant



Bush and Gudgell, Inc.
Engineers • Planners • Surveyors
Salt Lake City - St. George
www.bushandgudgell.com

9/20/16

Cedar City
Engineering Office

Re:
Kent Hiedman Condo Plat Submittal
Vicinity Plan Submittal Checklist items

The below items have been requested for the Vicinity Plan Check list. These items are listed in Section B.

B) Project Analysis:

1) Market Analysis with Buyer, Profile/Selling Price Range: The price points have been predetermined by the existing tenants and the land owner.

2) Project Descriptions: This project is converting the existing building to a Condominium PUD that will contain both Residential and commercial units. The intent of this project is to allow the existing renters to purchase there occupied units. No changes of any kind are being made or in tented.

3) Amenity & Landscaping Const. & O&M Budget: All landscaping is existing and no additions are being made or intended with this project. Yearly budget will be \$1500 per year.

4) Construction Phasing/ Schedule: There will be no constructions as part of this project. The future schedule will be dictated by the market.

5) Zoning/Standards Variance: The applicant is not seeking any Variance for this project.

Please review these items. If you have any questions please contact us and we will be happy to review them with you.

Thanks for your time
Bob Hermandson

#2

To: Mayor and City Council

From: Bryan Dangerfield, Director Leisure Services & Events

Date: Oct. 14, 2016

Subject: Consider annual lease agreement with YETI, Inc. to operate an ice rink on City property (Council Work Meeting Oct. 19)

On Oct. 12, 2016, Kerry Fain, principle of YETI, Inc., met with Leisure Services Director Bryan Dangerfield, Aquatic Center manager Chris Hudson and City Attorney Tyler Romeril. They did an onsite survey of the rink area behind the Aquatic Center, Conex Boxes used for skate storage and distribution, and possible sites for rink signage.

It was discussed that proper insurance needs to be in place before any activity takes place on the property and that staff supports hockey and skating activities and would like to see YETI be successful and eventually find a more permanent solution to the status of the rink. It was also discussed that greater care in the off-season to make the area look more presentable to summer time Lake at the Hills patrons.

A possible "Winter Classic" event for regional hockey teams was discussed, as was a potential "Cedar City Winter Games" concept to include hockey, ice skating, speed skating, and other winter activities.

Staff recommends the following notable changes to the annual lease agreement with YETI (Youth & Enthusiasts Together for Ice). Note that proposed agreement with redline changes is included as Attachment A.

- Allow Concession Sales with YETI sharing 50% of profits with Leisure Services. Must be properly licensed and follow State and Local law
- Operational Schedule is due by Nov. 25
- A "Changing Room" will be created with RAP Tax funds and YETI will ensure rubber mats are in place in the Aquatic Center hallways and ensure no skates are worn into the building other than on the rubber mats.
- Provision allowing game time access to female hockey players access to Women's Locker Rooms (no skates in hallway)

LEASE AGREEMENT

This agreement is entered into on the ___ day of _____, 2016, between Cedar City Corporation, a Utah municipal corporation and political subdivision, hereinafter referred to as CITY; and Youth & Enthusiasts Together for Ice, Inc., a Utah not for Profit Corporation, hereinafter referred to as YETI.

WHEREAS, CITY owns and operates the Hills Recreational Complex located in the vicinity of Royal Hunte Drive and 1950 West. This complex is situated on approximately 51.53 acres of land upon which CITY has made a substantial investment constructing ball fields, a dual purpose recreational and water distribution lake, an Aquatic Center, associated parking facilities, restrooms, and associated infrastructure; and

WHEREAS, on the Northeast corner of CITY's Aquatic Center there is an area of property that has been designed and planned for future expansion of the Aquatic Center. This area has been designed to accommodate an indoor multiple use facility that would house multiple sport courts, walking paths, exercise facilities, and other such facilities as CITY may choose to program into the space. The future facility is known as the MAC center. The currently vacant parcel of property where the MAC center is scheduled to be built consists of approximately thirty nine thousand seven hundred square feet (39,700 sq. ft.); and

WHEREAS, YETI is a local citizen volunteer group with a stated mission to create a safe and fun environment and facility for families and friends to gather while participating in healthy, invigorating, and family oriented activities revolving around ice sports while including public ice skating, figure skating, and hockey; and

WHEREAS, YETI has leased equipment necessary to construct and maintain an ice rink;
and

WHEREAS, YETI has asked CITY to enter into an agreement whereby YETI may, on a temporary and seasonal basis, locate its ice rink facilities on CITY property; and

WHEREAS, in 2013 CITY agreed to lease YETI the parcel of property where the MAC center is planned to be located as a temporary and seasonal location for the ice rink; and

WHEREAS, CITY and YETI experienced a positive experience during the first seasons. There are some amendments CITY and YETI want to make to their agreement; and

WHEREAS, it is the express intent of CITY and YETI that this agreement supersede all prior written or oral agreements related to the lease of CITY property.

NOW THEREFORE, CITY and YETI agree that adequate consideration exists to support the formation of this lease agreement. CITY and YETI enter this agreement with the intent of documenting the lease of CITY property and setting forth each party's responsibilities.

ARTICLE I.

LEASED PROPERTY.

1. The property to be leased to YETI pursuant to the terms and conditions of this lease shall consist of: (A) a temporary and seasonal area where YETI will locate the ice rink, cooling equipment, equipment to maintain the ice, rental equipment, and all other material associated with the ice rink; (B) access to the ice rink for delivery of equipment and materials; (C) customer, volunteer, and employee parking and access to the ice rink; and (D) access to the Aquatic Center facilities.

- A. On a temporary and seasonal basis CITY leases to YETI the area to the northeast of the Aquatic Center that is intended for the future construction of the MAC center. This area consists of +/- thirty-nine thousand seven hundred square feet (39,700 sq. ft.) and is depicted in exhibit "A" which is attached hereto and incorporated herein by this reference. This shall be the area within which YETI shall construct the ice rink, store and operate such equipment that is necessary to operate the ice rink, and locate such facilities that will be necessary to facilitate equipment rentals and ticket sales. This agreement contemplates YETI use of CITY property in an as is condition without further cost to CITY.
- B. CITY grants YETI the ability to run a concession stand outside of the aquatic center in a location near the ice rink. YETI will be responsible to employ, manage, and run all the operations of this concession stand. Furthermore, YETI agrees to be property licensed to operate the concession stand under both Cedar City and Utah State law. In exchange for operating the concession stand, YETI agrees to pay CITY fifty percent (50%) of all their profits that come from the concession stand sales.
- C. CITY leases to YETI access to the area where the ice rink will be located. Access for delivery of equipment and supplies necessary to operate the ice rink will be through the existing access road located to the east of the Aquatic Center. This access is not intended to facilitate general parking for customers, volunteers, or employees. This access is not intended for a drop off or pick up access for customers, volunteers, or employees. It is intended to facilitate short term pick-up

and delivery of equipment and supplies during construction, operation, and removal of the ice rink. This access also facilitates maintenance of the Aquatic Center and delivery of equipment to the Aquatic Center. By entering this lease CITY is not limiting its own use of the access road. YETI's use of the access road is not exclusive and YETI must share use of the road with CITY's operations. Furthermore, there is a road to the east of the access road that provides vehicular access to the Lake at the Hills. Use of this road to facilitate YETI's operation is not included in this lease and YETI shall use its best efforts to keep employees, volunteers, and customers from parking along or using this road.

- D. Access for customers, spectators, volunteers, and all YETI personnel shall be either through the Aquatic Center or through the walking path to the north of the Aquatic Center. All customers, spectators, volunteers, and YETI personnel shall be required to use the existing parking facilities located to the west of the Aquatic Center.
- E. YETI and its volunteers, employees, spectators, and customers shall be allowed access to the Aquatic Center through existing public access points in order to access restroom facilities, CITY operated concession stand, and the lobby area as a warming area. This access will be limited to hours when the Aquatic Center is open for business. YETI will not be provided a key to the Aquatic Center. If access to the Aquatic Center is necessary during non-business hours YETI shall coordinate with the Aquatic Center staff and incur an additional ten dollar (\$10) per hour fee.

F. Limitations on use of leased property shall include the following:

1. Hours of operation for YETI shall be limited to 7 a.m. to 10:30 p.m.

Monday through Saturday. These operational hours shall apply to YETI staff maintenance activities for the rink as well as any use of the rink by YETI's customers, volunteers, or any other person using the rink, either with or without compensation to YETI. Use of the rink is prohibited on Sundays.

2. The outdoor use of sound amplification equipment is only allowed between 10a.m. and 8 p.m.

3. Prior to November 25th YETI shall provide a detailed operational schedule to CITY for its anticipated season. The schedule shall include hours of operation, including Holiday hours, league schedules, and other scheduled uses of the ice rink.

ARTICLE II.

LEASE AMOUNT.

1. CITY shall lease the space for the rink, access, parking, pedestrian access, and access to the Aquatic Center to YETI on a monthly basis for five hundred dollars (\$500.00) or 5% of YETI's gross sales, whichever is greater. For purposes of this agreement the term "gross sales" shall include, but not be limited to, revenue that may be paid to YETI prior to or after its regular season for all items including, but not limited to, pre-sold season tickets, daily admissions, private facility rentals, skate rentals, skate sharpening, clinics, group lessons, private lessons, leagues, classes, revenue generated from sale of advertising space, or any

other source of revenue reasonably related to operating the ice rink on City's property. Gross sales shall specifically exclude items such as off season and/or off premise fund raisers. YETI shall have a duty to disclose all sources of income to CITY and itemize sources of income YETI believes are excluded from gross sales. CITY will evaluate the revenue sources related to possible future lease renewals. YETI shall provide the Leisure Services staff an accounting on a monthly basis which shall include all gross revenue received by YETI from any source whatsoever. During its operating season YETI shall pay to CITY on a monthly basis the greater of five hundred dollars (\$500.00) or 5% of its gross revenue. Lease payments shall be paid by the tenth (10th) day of the month after the month in which the revenue is received. The first lease payment during the operating season shall include and account for all revenue generated between the close of the prior season and re-opening for the current season. Any partial months of operation shall be paid to CITY at a pro-rated amount. Any late payments are subject to a 5% late charge per day.

2. In addition to the base lease amount YETI will be required to pay CITY the cost of electricity and natural gas.
 - A. CITY has spent the funds necessary to purchase and install an electrical meter so that the power consumed by YETI can be measured separately from the power used by the aquatic center. As reflected by the meter readings, YETI shall pay to CITY the monthly cost for the power used by YETI. In addition to electricity YETI uses natural gas. YETI's use of natural gas is not calculated by a separate meter from the natural gas use at the Aquatic Center. CITY and YETI agree to a monthly

charge of five hundred dollars (\$500.00) for natural gas. YETI shall pay to CITY the cost for electricity and natural gas within ten (10) calendar days of receiving the billing information from CITY. If YETI does not make the payment within the time frames set forth herein CITY may impose a 5% late fee for each day YETI is late.

- B. The cost of water and garbage removal are included in the base rent and YETI will not receive a separate bill for these utilities.

ARTICLE III.

DURATION.

1. This lease agreement shall last for one (1) year from the time it is signed by both parties. The lease may be renewed by both parties on a year by year basis for as long as both parties are willing to extend the lease. During the renewal process the parties reserve the right to re-negotiate the terms contained herein.
2. During the term of the lease YETI shall have use of the property mentioned herein for the purposes of constructing, operating, maintaining, and removing the ice rink from the 1st of October through the 30th of April.

ARTICLE IV.

INDEPENDENT CONTRACTOR.

1. YETI, its employees, officers, agents, volunteers, and assigns shall have control over: how they do their work; who provides the necessary tools and equipment for them to conduct their work; the method and manner of payment for their work; methods and manner of compensation for injuries during their work; and general matters related to their business.

They are contractors providing a service. They are strictly independent contractors and in no way are they to be considered agents or servants of CITY and CITY is not liable for their actions.

2. YETI shall be required to purchase and display a sign in a conspicuous location so that customers entering the leased property will have an opportunity to read the sign. This sign may state the rules related to the ice rink, but the sign shall clearly identify that the ice rink is owned and operated by YETI and that YETI is an independent contractor and a separate entity from CITY.

ARTICLE V.

LIABILITY AND INSURANCE REQUIREMENTS.

1. YETI shall maintain its own workers compensation insurance policy in accordance with the laws of the State of Utah. Prior to beginning operation of the ice rink YETI shall provide CITY a copy of an insurance certificate showing YETI has adequate workers compensation insurance to meet Utah's statutory requirements.
2. YETI shall indemnify and hold harmless CITY, its elected and appointed officials, its employees, agents, and assigns from any and all injury to persons or property caused by the negligence in the operation of the ice rink, the access to the ice rink, or any of YETI's facilities located on the leased property. This is intended to include injury to persons and property of third parties as well as injury or damage to CITY's buildings, infrastructure, and surrounding improvements. Prior to beginning operation YETI shall provide CITY with an insurance certificate naming CITY as an additional insured. The insurance certificate shall include at a minimum two million dollars (\$2,000,000.00) of general

liability coverage and property damage coverage. All other coverages shall be at standard industry rates. If this agreement is extended the insurance amounts will be re-evaluated and YETI will be required to purchase such insurance or umbrella coverage so that the coverage meets or exceeds the liability caps for the year in which they will be in operation.

ARTICLE VI.

USE AND ACCESS TO THE AQUATIC CENTER.

1. This lease shall include limited access to the Aquatic Center during hours when the Aquatic Center is open for business. The access shall be controlled by CITY and subject to CITY opening and closing of the building. YETI will not be provided a separate key to the building. The limited use of the Aquatic Center shall include:
 - (A) Access for YETI customers, volunteers, staff, and spectators from the parking lot to the ice rink;
 - (B) Access to the Aquatic Center restrooms for YETI customers, volunteers, staff, and spectators;
 - (C) Access to the designated ice rink changing room;
 - (D) Access to the Aquatic Center concession stands and lobby areas;
 - (E) YETI may request access to the Aquatic Center during off business hours, but YETI will have to pay CITY an additional ten dollars (\$10) per hour for off hour access; and
 - (F) YETI, its staff and all of its volunteers shall follow all duly established Aquatic Center Guidelines related to conduct within the building. In particular, this shall include guidelines that children under 8 years of age must be closely supervised by

a responsible adult.

2. This lease agreement shall not include the following uses of the Aquatic Center:
 - (A) Use of locker rooms;
 - (B) A key to the building;
 - (C) Use of the pools, and;
 - (D) Without a separate rental agreement, use of the multi-purpose rooms, locker rooms, showers, banquet rooms, storage areas, weight room and any other paid use areas.
 - (E) Any exceptions to this lease agreement may be made by CITY to allow YETI periodic access to other locations at the Aquatic Center for limited purposes.
3. YETI shall make arrangements to collect all of its entrance fees from its patrons at a location on the leased property. CITY will not collect fees from YETI patrons. City will not schedule ice time. As it relates to the ice rink CITY will not coordinate team activities. YETI shall be solely responsible for collecting its own fees and for scheduling all activities related to the ice rink.
4. Nothing in this lease shall be interpreted to allow CITY or YETI to attach anything to the exterior walls of the Aquatic Center.
5. YETI shall be responsible to provide notice that ice skates are prohibited from being worn within the Aquatic Center, with the sole exception of game time access to the changing room, which YETI will be responsible to ensure that rubber mats are in place for walking on from the rink to the changing room. YETI shall enforce a policy prohibiting ice skates from being worn in the Aquatic Center. YETI shall be strictly liable for any damage done to the interior or exterior surfaces of the Aquatic Center resulting from any YETI customer,

volunteer, employee, spectator, or invitee using ice skates. The insurance policy YETI is required to secure pursuant to the conditions of this lease agreement shall cover damage caused to any surface of the Aquatic Center by any YETI customer, volunteer, employee, spectator, or invitee using ice skates.

6. At CITY's sole discretion, YETI may be required to erect netting around the south and west sides of the ice rink to protect the Aquatic Center from being damaged by flying objects. This includes but is not limited to hockey pucks. The net must be of such a quality and height that is reasonably agreeable to CITY and YETI so that it is designed to protect the Aquatic Center. If CITY does require YETI to install netting CITY shall provide reasonable notice of such a requirement. If YETI fails to install the netting in a reasonable time CITY may require all operations to be suspended until such time as the netting is installed.

ARTICLE VII.

PERMISSIBLE USE OF LEASED PROPERTY.

1. YETI agrees as a condition to this lease and to the use and occupancy of the leased property that YETI shall at all times use the lease property for the purpose of constructing, maintaining, operating, and disassembling an ice rink. It is the purpose of this lease to foster and abet the public private partnership in favor of providing a temporary and seasonal location for an ice rink. Uses of the leased property that are not normally incidental to the operation of an ice rink are prohibited.
2. YETI shall be responsible for the removal of snow and ice within the leased property.

This shall include removal of snow and ice from the ice rink as well as pedestrian ways within the leased property. All snow and ice removed by YETI within the leased property shall be deposited within the leased property. YETI shall be responsible to manage the snow and ice removal and shall also be responsible to keep people, particularly children, from playing on snow piles. YETI shall be liable for injury resulting from people, particularly children, playing on snow piles and said liability shall be covered by the insurance policies required in this lease agreement.

3. Prior to storing or using any hazardous materials on the leased property that are used to support the operation of the ice rink YETI shall tell the Aquatic Center management the type and quantity of hazardous material as well as information contained in the relevant material safety data sheets. CITY reserves the right to disallow the use or storage of any hazardous materials within the leased property. CITY shall not unreasonably withhold its consent to use such materials that are necessary for the operation of the ice rink.
4. Within the leased property YETI will be allowed to store such equipment and facilities as are necessary for the operation of the ice rink. Storage of other equipment, materials, or storage facilities is prohibited. Construction vehicles and equipment necessary to construct and remove the ice rink shall be allowed on the leased property during construction and removal. Construction vehicles and equipment shall be removed immediately when construction and removal activities are finished. Storage of vehicles on the leased property, other than those necessary for maintenance and operation of the ice rink, is prohibited.
5. YETI shall be responsible to monitor the leased property on at least a daily basis for trash

and debris removal. YETI shall have access to CITY's garbage dumpster located on the east side of the Aquatic Center. All trash and debris shall be deposited in the CITY's dumpster. YETI may use onsite garbage cans during operational hours that it supplies, but said cans shall be emptied daily into CITY's garbage dumpster.

6. YETI shall not permit any part of the leased property to be used for any unlawful purpose or for any purpose or use that may constitute a nuisance or fire hazard. YETI shall not allow the leased property or any part thereof to be used or occupied for any purpose in violation of any law, lawful order, rule or regulation concerning the operation of CITY's public parks and grounds.

ARTICLE VIII.

REMEDIES FOR DEFAULT.

1. Failure to abide by the terms and conditions of this agreement shall constitute an act of default. The non-defaulting party shall be required to provide the party alleged to be in default written notice of the default. The written notice shall state the provision of the agreement that it is alleged the defaulting party has violated and the actions of the defaulting party that are alleged to have caused the default. This notice shall provide the alleged defaulting party 10 days to cure the default. If the party alleged to be in default requires additional time to cure the default, it may ask but it has to provide a reason why they need more time and a date by which the default will be cured. Providing notice of default and an opportunity to cure as required in this paragraph shall in no way be interpreted to restrict or limit CITY's ability to assess late payment fees as set forth in this agreement.

2. If YETI is in default after being given notice and an opportunity to cure as contained herein CITY, in addition to any other remedy available at law or equity, may restrict any further customer access to the leased property until the default is cured.
3. YETI shall surrender the leased property to CITY in a condition that is free and clear of all of YETI's seasonal improvements no later than April 30th during each year that this agreement is in effect, or upon failure to cure a default where YETI has been given notice of the default and an opportunity to cure. Prior to April 30th of each year YETI shall discontinue use of the ice rink, and conduct any necessary and appropriate maintenance activities so that the rink and other equipment used during the operation of the ice rink may be stored on the property until the next season. YETI assumes all of the risk that its equipment may be stolen, damaged, or otherwise injured by storing its equipment on CITY's property. No bailment is created and CITY shall have no duty to protect YETI's property. If this agreement is terminated or not renewed YETI shall have twenty (20) days to remove all of its equipment from CITY's property. Any equipment not removed shall be forfeit to CITY.
4. Once the notice and opportunity to cure provisions of this agreement have been complied with, this agreement shall not be interpreted to restrict or prohibit CITY or YETI from exercising any legal or equitable remedies they may have.

ARTICLE IX.

MISCELLANEOUS PROVISIONS.

1. YETI's interest in this lease may not be subordinated, mortgaged, hypothecated or

otherwise encumbered without the express prior written consent of CITY.

2. No assignment of YETI's leasehold interest in the leased property will be permitted without the express written consent of CITY. All assignments of YETI's leasehold interest herein shall be subject to and regulated by all of the conditions in this lease agreement.
3. This agreement is between YETI and CITY. It is not intended to create any interest on behalf of any third party. No third party or third party group that may wish to use the ice rink shall have any rights or remedies under this agreement.
4. CITY at its sole option may include material produced by YETI in CITY advertising. This may include pamphlet stands, web sites, Facebook, and other such advertising methods that CITY may have that do not cost CITY additional revenue to include YETI material. This shall only include materials that YETI has published, CITY will not write advertisement material for YETI. This does not include advertisement opportunities that CITY has that CITY normally sells to third parties. CITY reserves the right to reject any advertising material submitted by YETI that CITY deems to be offensive or in poor taste.
5. YETI shall provide CITY with a contact list for its employees and volunteers. This contact list shall include working phone numbers, names, and a title showing what capacity each individual has within the YETI organization. The contact list may also include email addresses.
6. YETI shall adopt an emergency plan designed to protect people and property in the case of an emergency situation arising on the leased property. YETI shall maintain at least one

employee or volunteer on the property during all business hours that has a charged and operable cell phone. YETI shall train its employees and volunteers as to what actions they are to take during an emergency.

7. CITY's failure to enforce one or more of the terms herein is not a waiver. No failure by CITY to insist upon the strict performance of any term, condition or covenant of this agreement or to exercise any right or remedy available on a breach of any condition or covenant of this agreement, and no acceptance of full or partial rent or performance hereunder shall constitute a waiver of any such breach or any such term, condition or covenant. No term, condition or covenant of this agreement required to be performed by YETI, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by CITY. No waiver of any breach shall affect or alter any term, condition, or covenant of this agreement, and such term, condition, or covenant shall continue in full force and effect with respect to any other than existing or subsequent default or breach thereof, and any other or subsequent default or breach may be enforced by CITY as provided in this agreement.
8. CITY shall have the right to enter upon the leased property during reasonable hours (except in an emergency) to examine the leased property and take care of any CITY infrastructure thereon. CITY may access the leased property to abate any nuisances or hazardous conditions on the leased property. If CITY has to abate a nuisance or hazardous condition on the leased property CITY shall have the right to bill YETI for such services and YETI shall have the obligation to pay said bill.
9. YETI represents that it has examined the leased property and accepts the leased property in

as is condition without any representation or warranty, express or implied in fact or by law, by CITY as to the title, nature, condition or usability of the property for the purpose set forth herein. CITY warrants to YETI that it has title to the property, and the capacity, both legal and actual, to enter into this lease and to grant the leasehold estate, subject to any applicable terms and conditions of any bonds used in the construction of the Aquatic Center that may be outstanding and that may have an impact on the leasehold estate.

10. YETI shall maintain all appropriate licensing as well as collecting and paying all appropriate sales and use taxes. This includes, but is not limited to, obtaining a CITY business license, obtaining a state tax I.D. number, and paying to the State of Utah all applicable sales and use taxes.
11. CITY shall not be responsible for any washouts, subsidence, avulsion, or settling of the premises, nor for any injury caused thereby to YETI's property or any person occupying the property. CITY shall not be obligated to replace, refill, or improve any part of the leased premises during YETI's occupancy, in the event of such washouts, subsidence, avulsion, or settling of the property.
12. No destruction or damage to any structure or improvement on the leased property, or that affects access to or use of the property, by act of God, acts of terror, civil unrest, military action, by fire, rain, snow, ice, windstorm, earthquake, aircraft accident, or any other casualty or action of the elements shall entitle YETI to surrender possession of the leased property, to terminate this lease, to violate any of its provisions, or to cause any rebate or abatement in rent when due or thereafter.
13. Conditioned upon YETI's paying the rent provided herein and performing and fulfilling all

covenants, agreements, terms, duties, responsibilities, and conditions contained in this lease agreement, YETI shall have and may enjoy the leased premises.

14. This agreement shall not be modified, altered, or changed in any way whatsoever unless in writing and signed by CITY and YETI.
15. Any notice required to be given by this agreement shall be deemed to have been sent and received if sent via regular first class mail, postage prepaid, or by email to the following:

Cedar City Corporation
c/o Leisure Services Director
10 North Main Street
Cedar City, Utah 84720
hrick@cedarcity.org

YETI
c/o Kerry Fain
2433 West 5900 North
Cedar City, Utah 84721
kerry@yetiskates.org

If CITY or YETI change the above contact information they shall notify the other party within 30 days of said change.

16. All disputes resulting in legal action shall be governed by the laws of the State of Utah. Jurisdiction shall be vested in the District Courts in and for the State of Utah. Venue is vested in the 5th Judicial District Court in and for Iron County, State of Utah or in any other successor district court of competent jurisdiction.
17. In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision contained herein, provided the invalidity of such covenant, condition or provision does not materially prejudice either CITY or YETI in its respective rights and obligations contained in the valid covenants, conditions, and provisions of this agreement.

18. CITY has constructed improvements upon the leased property including, but not limited to: grubbing and leveling the property; providing necessary power and hot water; purchase and installation of four light poles containing a total of 16 musco outdoor lights; concrete sidewalk from the ice rink to the parking lot and a concrete pad for the Zamboni; purchase and installation of an air curtain at the doors leading from the Aquatic Center to the ice rink; purchase and installation of power meter to measure YETI's power consumption separate from the Aquatic Center's power consumption; locating miscellaneous items within the leased property including portable bleachers, temporary barricade(s), picnic tables; and fencing around the leased property. CITY has spent in excess of one hundred and twenty thousand dollars (\$120,000.00) in support of the YETI project. The use of CITY revenue from any source is at the sole discretion of CITY. Use of future City revenue from any source is at the sole discretion of CITY in compliance with CITY ordinance and State Statute. Nothing in this agreement shall be interpreted to prohibit or require CITY to expend funds or use equipment to support the ice rink.
19. This is an integrated agreement. No prior or subsequent written or oral representations from CITY or YETI shall be deemed to modify this agreement, modifications shall only be allowed as contained herein. This agreement shall be interpreted on the four corners of the agreement.
20. This agreement has been provided to YETI and CITY and both parties have been provided ample opportunity to review and contribute to the agreement. This is a negotiated agreement and it shall not be interpreted against the author due to the fact that the author wrote the agreement.

21. Each person signing this agreement represents that they have done everything necessary to be able to bind each entity to the provisions contained herein.
22. During the term of this lease, and any extension thereof, CITY agrees not to compete with YETI by purchasing, constructing, and operating an ice rink. If CITY determines it is in CITY's best interest to enter the ice rink business CITY will consider purchasing YETI's equipment. Any purchase of YETI's equipment is at the sole discretion of CITY.

CITY's SIGNATURE PAGE.

Dated this ___ day of _____, 2016.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

STATE OF UTAH)
 :ss.
COUNTY OF IRON)

This is to certify that on the _____ day of _____, 2016, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC

YETI's SIGNATURE PAGE.

Dated this _____ day of _____, 2016.

KERRY FAIN
PRESIDENT
YETI

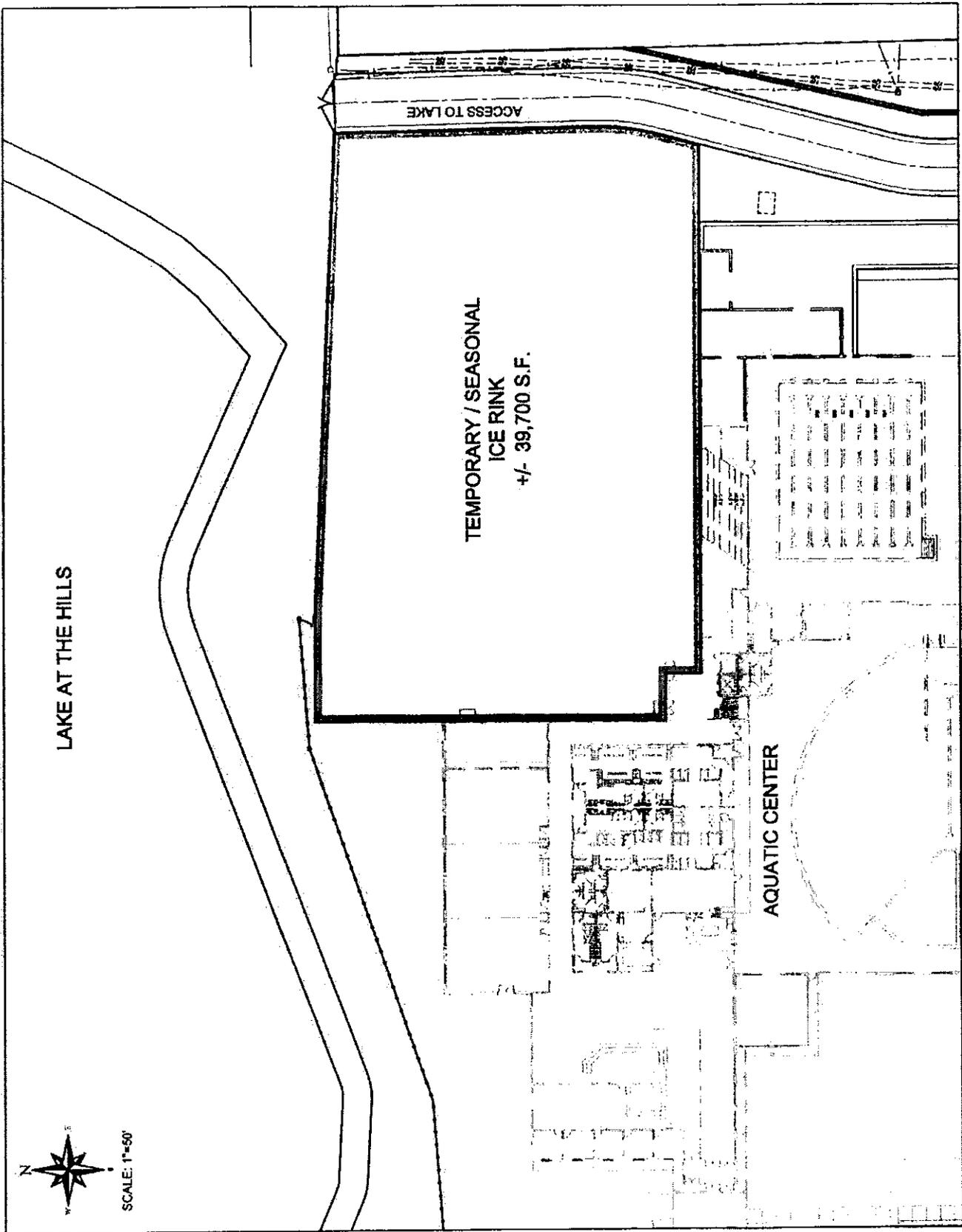
STATE OF UTAH)
 :ss.
COUNTY OF IRON)

On this _____ day of _____, 2016, personally appeared before me KERRY FAIN who duly acknowledged to me that she signed the above and foregoing document.

NOTARY PUBLIC

EXHIBIT “A”

Map showing temporary/seasonal ice rink leased property.



Item #03

To: Mayor and City Council

From: Bryan Dangerfield, Director Leisure Services & Events

Date: Oct. 14, 2016

Subject: Consider awarding services agreement for Cedar City Leisure Services Master Plan study to MGB+A (Council Work Meeting Oct. 19)

Committee Recommendations: After meeting on Friday, Oct. 14, 2016, to review two bid documents submitted, the Leisure Services Master Plan RFP review committee unanimously recommends to City Council the awarding of the bid to MGB+A at the cost of \$25,000.

Funding for the Master Plan project was included in two line items; Leisure Services Capital Outlay Non-capital Assets (10-85-700) \$17,500 and Recreation Capital Outlay-Equipment (10-84-740) \$7,500.

Here is the timeline of the RFP process

Bryan Dangerfield and Ruth Sessions prepared the Master Plan RFP using templates from previous projects and best practices. - Sept.-Oct.. 2016

An Ad was placed in the Daily News and RFP uploaded to CedarCity.org - Friday, Sept. 30

An entry and full RFP was uploaded to BidSync website - Thursday, Sept. 29

Bidders had 10 business days to return their bids back by 5 p.m., Thursday, Oct. 13
Dept. Sec. and Director opened the two bids received at 5:01 p.m. Thursday, on Oct. 13

Submissions Received

Sunrise Engineering submitted their bid through BidSync and MGB+A FedExed their bound proposal. There were many more firms that BidSync showed had opened the RFP file but did not submit..

Committee Procedures

The RFP Review Committee met at 8 a.m. on Friday, Oct. 14 to review and score the bids. The committee was comprised of Bruce Barclay (chair of the Leisure Services Advisory Board), Austin Bingham (Parks Division head), Chris Hudson (Aquatic Center supervisor) and Bryan Dangerfield (Leisure Services Dept. Director).

The committee was given instructions on the scoring procedure. Each member would do an independent review and scoring of the bids with the following weighted scores: Signed Intro Letter (no score), Firm's Capability (20%), Staff Qualifications (20%), Project Understanding and Approach (25%), Availability/Location of Key Staff (10%) and Cost (25%).

After the committee reconvened, the scoring categories were discussed individually, category-by-category, and the relative merits of each company was discussed and scoring revealed. Both firms projected their cost as \$25,000 to complete the project as described in the RFP.

After all aspects of the two firms were compared on a line-by-line basis, it was discovered there was a consensus that MGB+A was the superior company in each area. MGB+A had more detail on their approach to completing the study and the more senior members of the firm would be engaged on a higher level than the competing bid. It was acknowledged that Sunrise has one of many offices in Cedar City and MGB+A has one in Hurricane which was nearly equally weighted. Both firms received equal consideration even though MGB+A and their key principle had completed the previous Cedar City master plan for parks and recreation in 1999.

The committee feels that Sunrise is a fine company and has done master planning for Washington City, Santa Clara, Ivins and Springdale and singular engineering projects in Cedar City, but that MGB+A delivers the best value and more service expertise for proposed budget.

Here is how each rater scored the bids:

Firm	Bryan	Bruce	Austin	Chris	Avg.
Sunrise Engineering	80	75	84	83	80.5
MGB+A	89	84	87	93	88.25

The committee respectfully submits its findings and recommendations to City Council for approval.

#4

Kasey Twitchell

kasey@pioneerfloor.com

cell(435)559-1140

fax(435)586-3228

office(435)586-3232

Pioneer Floor Coverings

1166 S. Sage Drive Ste. B

Cedar City, Utah 84720

**Flooring Proposal for Iron County Festival Hall
10/14/2016**

Bid includes: three separate proposals. Base bid, room#7 and attic stock.

Work will be completed according to contract documents, except for conditional timeline. Flooring will be installed on the timeline indicated in the contract documents providing flooring manufacturer availability is sufficient.

Thank you, Kasey Twitchell

Pioneer Floor Coverings
 1166 S. Sage Dr., Suite B
 Cedar City, UT 84720
 435-586-3232

Invoice#: PI039840
 Sale Date: 05/01/2016
 Install Date:
 Sales Rep: Twitchell, K
 Sales Rep:

Printed 10/14/16 12:41:04

SOLD TO

IRON COUNTY,
 CEDAR CITY UT 84720
 Dave 435 463 1980 Dale 435 559 1852

SHIPPED TO

Festival Hall
 Base Bid
 Cedar City UT 84720

1	Order* (Pi-)		See notes				
	City Fragments	TBD	000000	SqFt 5840.00	\$4.06	\$23,710.40	
			Carpet-Glue direct Labor	SqFt 5840.00	\$0.45	\$2,628.00	
2	Labor Only (Pi-)		Removal and haul of old carpet				
			000000				
			Removal and Haul Glue Direct	SqFt 5840.00	\$0.33	\$1,927.20	
3	Order* (Pi-)		Adhesive				
	Enpress Psa - Adhesive	4 gal bucket	000000	Each 7.00	\$108.00	\$756.00	
				Each			
4	Order* (Pi-)		Rubber moldings				
	Burke-c-tile to c-tile 150	TBD	000000	LnFt 48.00	\$1.17	\$56.16	
				LnFt 48.00			
5	Order* (Pi-)		Stair nose for all steps in lobby etc.				
	Burke-rubber stair nose c	TBD	000000	LnFt 216.00	\$4.48	\$967.68	
			Laminate Trim Installation Labor	LnFt 216.00	\$1.50	\$324.00	
6	Labor Only (Pi-)		Floor Latex primer over old adhesive				
			000000				
			Embossing Mtl and Labor	SqFt 5840.00	\$0.20	\$1,168.00	
7	Order* (Pi-)		Stairs carpet				
	City Fragments	TBD	000000	SqFt 276.00	\$4.06	\$1,120.56	
			Carpet-Glue direct Labor	SqFt 276.00	\$0.58	\$160.08	
8	Labor Only (Pi-)		Stairs labor				
			000000				
			Stairs Regular Labor	Each 26.00	\$4.50	\$117.00	

Comments: Carpet tile in lobby 3 offices upper corridor and alcoves. Carpet on stairs with rubber stair nosing. Furniture moving not included, but can be added.

Subtotal:	\$33,560.08
Exempt:	\$0.00
Total:	\$33,560.08
Payments:	\$0.00
Balance:	\$33,560.08

9	Order*			
Bid bond		\$50,000.00	Each 1 Each 1	\$625.00 \$625.00

Comments: Carpet tile in lobby 3 offices upper corridor and alcoves. Carpet on stairs with rubber stair nosing. Furniture moving not included, but can be added.

Subtotal:	\$33,560.08
Exempt:	\$0.00
Total:	\$33,560.08
Payments:	\$0.00
Balance:	\$33,560.08

Pioneer Floor Coverings
 1166 S. Sage Dr., Suite B
 Cedar City, UT 84720
 435-586-3232

Proposal #: PI041267
 Sale Date: 09/08/2016
 Install Date:
 Sales Rep: Twitchell, K
 Sales Rep:

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SOLD TO

IRON COUNTY,

CEDAR CITY UT 84720
 Dave 435 463 1980 Dale 435 559 1852

SHIPPED TO

Festival Hall
 Alternate#1
 Cedar City UT 84720

1	Proposal (Pi-)	Room 7					
	City Fragments	TBD	000000	SqFt 3340.00	\$4.06	\$13,560.40	
		Carpet-Glue direct Labor		SqFt 3340.00	\$0.45	\$1,503.00	
2	Proposal (Pi-)	Removal and haul of old carpet	000000				
		Removal and Haul Glue Direct		SqFt 3340.00	\$0.33	\$1,102.20	
3	Proposal (Pi-)	Adhesive					
	Enpress Psa - Adhesive - 4 gal bucket		000000	Each 4.00	\$108.00	\$432.00	
				Each 4.00			
4	Proposal (Pi-)	Rubber moldings					
	Burke-c-tile to c-tile 150	TBD	000000	LnFt 12.00	\$1.17	\$14.04	
				LnFt			
5	Proposal (Pi-)		000000				
6	Proposal (Pi-)	Floor Latex primer over old adhesive	000000				
		Embossing Mtl and Labor		SqFt 3340.00	\$0.20	\$668.00	
7	Proposal (Pi-)		000000				
8	Proposal (Pi-)		000000				

Comments: Carpet tile in lobby 3 offices upper corridor and alcoves. Carpet on stairs with rubber stair nosing.

Subtotal: \$17,279.64
Exempt: \$0.00
Total: \$17,279.64
Payments: \$0.00
Balance: \$17,279.64

Pioneer Floor Coverings
 1166 S. Sage Dr., Suite B
 Cedar City, UT 84720
 435-586-3232

Proposal #: PI041493
 Sale Date: 09/29/2016
 Install Date:
 Sales Rep: Twitchell, K
 Sales Rep:

Printed 10/14/16 12:41:46

SOLD TO

IRON COUNTY,
 CEDAR CITY UT 84720
 Dave 435 463 1980 Dale 435 559 1852

SHIPPED TO

Festival Hall
~~Altamont~~
 Cedar City UT 84720

1	Proposal (Pi-) City Fragments	TBD	Base bid attic stock 3% 000000	SqFt 175.00	\$4.06	\$710.50
2	Proposal (Pi-) City Fragments	TBD	Room #7 attic stock 3% 000000	SqFt 100.00	\$4.06	\$406.00
3	Proposal (Pi-)		000000			
4	Proposal (Pi-)		000000			
5	Proposal (Pi-)		000000			
6	Proposal (Pi-)		000000			
7	Proposal (Pi-)		000000			
8	Proposal (Pi-)		000000			

Comments:

Subtotal: \$1,116.50
Exempt: \$0.00
Total: \$1,116.50
Payments: \$0.00
Balance: \$1,116.50

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

To: Mayor and City Council
From: Jonathan Stathis
Council Meeting Date: October 19, 2016
Subject: **Consider Bids for the South Tank Floor Replacement Project.**

Discussion: This project involves the installation of a new steel floor in the South Tank. The South Tank is located on the hill to the south of Home Depot.

Cedar City received 5 bids for the South Tank Floor Replacement project. The low bidder for the project was ERO Stout Construction of St. George.

The following table shows a summary of the bids that were received.

Bid Summary

Name of Contractor	Bid Amount
ERO Stout Construction, Inc.	\$227,960.00
VanCon, Inc.	\$377,296.00
Beacon Energy Services (Non-responsive)	\$394,366.00
Pittsburg Tank & Tower Co., Inc.	\$572,175.00
Rocky Mountain Fabrication, Inc.	\$590,610.00

The bid from Beacon Energy Services was considered “non-responsive” because their bid was received after the bid opening.

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

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

**Project Funding
South Tank Floor Replacement Project
(Account #51-40-730)**

	<u>Funding</u>	<u>Expenses</u>	<u>Balance</u>
<u>Funding</u> –			
Acct. #51-40-730 (South Tank Floor Replacement)	\$251,000		
 <u>Expenses</u> –			
Construction Contract		(\$227,960)	
Engineering/Inspection		(\$8,000)	
Materials Testing		(\$5,000)	
Miscellaneous/Contingency (3%)		(\$6,840)	
 Totals –	 \$251,000	 (\$247,800)	 \$3,200

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 6
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: October 19, 2016

Subject: **Presentation on Wastewater Treatment Plant Return Effluent.**

Discussion: For several years there has been discussion about using the effluent from the Wastewater Treatment Plant and determining the best use for the return effluent water. Councilman Rowley asked the Engineering Department to review the various options. We have looked at the options and prepared a presentation regarding the WWTP return effluent. A copy of the presentation is included on the following pages. I have also included a full-size copy of the map that shows all of the options.

A presentation will be given in the City Council meeting regarding options for using the return effluent water from the WWTP.

WWTP Return Effluent

OPTIONS

Water Use Information

- Total groundwater use in Cedar Valley is currently 6,000 – 12,000 ac-ft more than the safe yield of the aquifer. The safe yield is the amount of water pumped that matches the recharge in the aquifer.
- City pumping rate at Quichapa is approx. 4,700 ac-ft/year
- City pumping rate at Enoch is approx. 900 ac-ft/year
- Total annual City groundwater use is 6,000 ac-ft/year
- Water use in pressurized irrigation system is approx. 200 ac-ft/year. Water use could expand with a reservoir on the north end. (Revenue lost with expansion would be approx. \$150,000 which is the difference between the culinary & irrigation rates)
- WWTP has 2,900 ac-ft of effluent available annually. Effluent will need to be upgraded to Type 1 water to be suitable for human contact.

WWTP Return Effluent Options

Option #1: Move agricultural operation (hay production) to WWTP land application site

Option #2: New Fiddlers reservoir for use in pressurized irrigation system

- 2.a. Recharge excess and winter water at Coal Creek recharge area on east side of I-15

Option #3: New tank for use in pressurized irrigation system

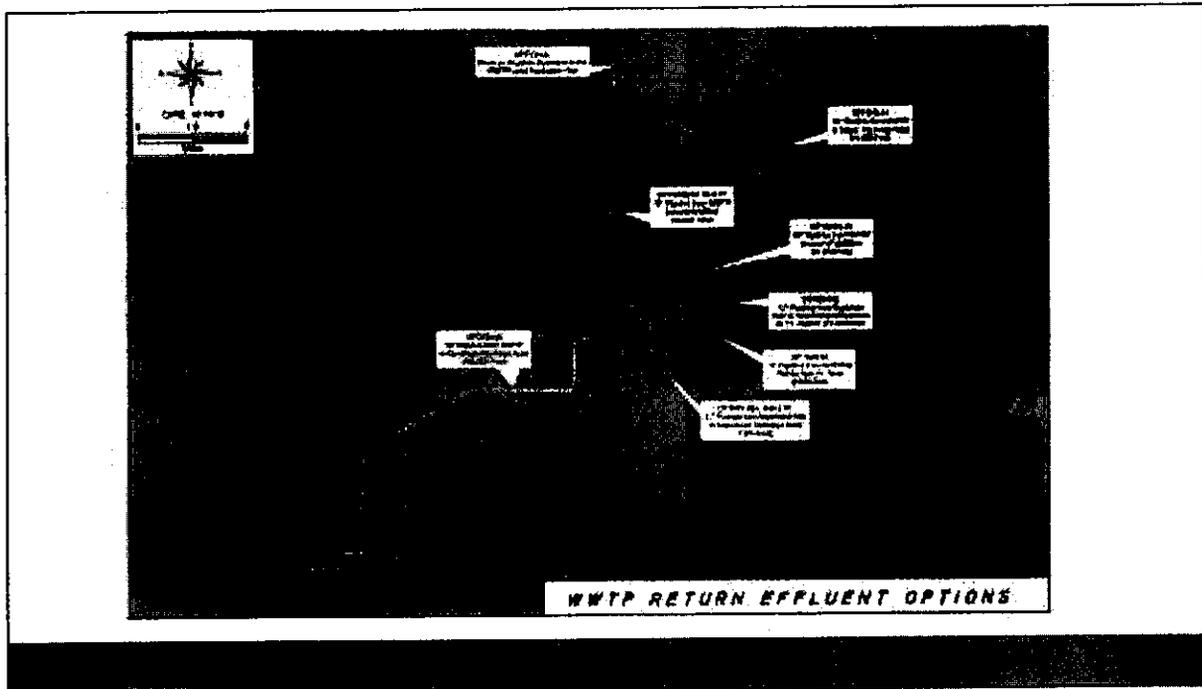
- 3.a. Recharge excess and winter water at Coal Creek recharge area on east side of I-15

Option #4: Enoch recharge

Option #5: Quichapa recharge

Option #6: Irrigation water exchange – trade effluent water for Coal Creek rights

Option #7: Coal Creek recharge



Descriptions of each Option

Option #1: Move an agricultural (hay production) operation to WWTP land application site

Option #2: Use effluent in P.I. system and recharge excess water at Coal Creek

Option #3: Use effluent in P.I. system and recharge excess water at Coal Creek

Option #4: Recharge 2,900 ac-ft/year near Enoch

Option #5: Recharge 2,900 ac-ft/year in Quichapa area

Option #6: Exchange effluent water with irrigation companies. Use Coal Creek water for recharge.

Option #7: Recharge 2,900 ac-ft/year at Coal Creek

• (Note: Irrigation Company will need to keep flood sediment out of recharge basins to prevent the basins from silting in.)

Cost Estimates

Option #1: Agricultural operation = \$10 million (worst case – final cost based on proposals)

• Option #1 includes the costs to purchase the land, water rights (2,900 ac-ft), and irrigation equipment from a hay grower in the valley and move equivalent hay growing operation to the WWTP land application site.

Option #2: Reservoir (1500 ac-ft) on P.I. system = \$17.1M capital + \$7M O&M (30 yrs) = \$24.1M

Option #3: Tank (3 ac-ft) on P.I. system = \$11.5M capital + \$7M O&M = \$18.5M

Option #4: Enoch recharge cost = \$8M capital + \$5.8M O&M = \$13.8M

• Option #4 would have a limited benefit to the City. The City only has 2 wells in the Enoch area.

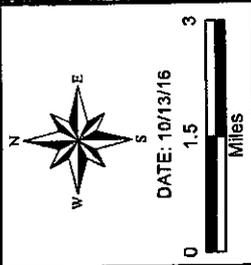
Option #5: Quichapa recharge cost = \$14M capital + \$5.4M O&M = \$19.4M

Option #6: Irrigation exchange cost = \$8.1M capital + \$4.5M O&M = \$12.6M

Option #7: Coal Creek recharge cost = \$8.6M capital + \$3.6M O&M = \$12.2M

• Options #6 & #7 may have a limited benefit to the City due to mounding groundwater in this area.

Questions?



OPTION #1
Move an Irrigation Operation to the
WWTP Land Application Site

OPTION #4
18" Pipeline from WWTP
to Enoch Recharge Area
(40,800 Feet)

OPTIONS #2, #3 & #7
18" Pipeline from WWTP
to Northfield Well
(43,300 Feet)

OPTIONS #6
18" Pipeline from WWTP
to Union Field Ditch
(40,400 Feet)

OPTION #2
12" Pipeline from Northfield
Well to New Fiddlers Reservoir
on P1. System (14,400 Feet)

OPTION #3
12" Pipeline from Northfield
Well to New P1. Tank
(9,900 Feet)

OPTION #2A, #3A & #7
12" Pipeline from Northfield Well
to Coal Creek Recharge Area
(7,000 Feet)

OPTION #5
18" Pipeline from WWTP
to Quichapa Recharge Area
(110,900 Feet)

WWTP RETURN EFFLUENT OPTIONS

CEDAR CITY COUNCIL

AGENDA ITEM – 7

TO: Mayor and City Council
FROM: Tyler Romeril
DATE: October 5, 2016
SUBJECT: RAP tax funds for capital projects

DISCUSSION:

Cedar City ordinance 39-I-8(F) states: "A statement limiting the agreement to a period of one (1) year after the agreement is signed by both parties and requiring that any funds not spent within the one (1) year period be returned to the City to be reallocated as RAP tax funds."

Recently there has been some interest in amending our current RAP tax ordinance to allow an exception to the general rule so that a balance may be rolled over from year to year for individually approved capital projects. This would allow various entities to save these funds for a period of years to make a costlier project more attainable.

If the Mayor and City Council are inclined to grant this exception, the next finding would be to determine who this exception will be available to. The decision will need to be made whether to allow all applying parties with capital projects the ability to ask for this exception or to limit this exception to only City owned capital projects.

Please consider amending the RAP tax ordinance to allow an exception to the general rule so that these funds may be rolled over from year to year for individually approved capital projects.

CHAPTER 39

CEDAR CITY FUNDING REQUEST ORDINANCE

ARTICLE I

RECREATION, ARTS, AND PARKS

LOCAL OPTION SALES TAX

SECTION 39-I-1	Purpose
SECTION 39-I-2	Statutory Authority
SECTION 39-I-3	Definitions
SECTION 39-I-4	Advisory Boards
SECTION 39-I-5	Use of Funds, and Certain Application Restrictions
SECTION 39-I-6	Allocation
SECTION 39-I-7	Application Information and Format
SECTION 39-I-8	Agreements and disbursement of RAP tax funds
SECTION 39-I-9	Unallocated funds

ARTICLE II

COMMUNITY EVENT PROMOTIONS AND NONMONETARY ASSISTANCE

SECTION 39-II-1	Purpose and Statutory Authority
SECTION 39-II-2	Definitions
SECTION 39-II-3	Nonmonetary Assistance
SECTION 39-II-4	Community Events Promotions

CHAPTER 39

CEDAR CITY FUNDING REQUEST ORDINANCE

ARTICLE I

RECREATION, ARTS, AND PARKS

LOCAL OPTION SALES TAX

Sections:

- 39-I-1 Purpose
- 39-I-2 Statutory Authority
- 39-I-3 Definitions
- 39-I-4 Advisory Board
- 39-I-5 Use of Funds, and Certain Application Restrictions
- 39-I-6 Allocations
- 39-I-7 Application Information and Format
- 39-I-8 Agreements and disbursement of RAP tax funds
- 39-I-9 Unallocated funds

SECTION 39-I-1 Purpose

Cedar City is host to numerous recreation and artistic events sponsored by public and private entities. Cedar City has a thriving park system that is in need of expansion to provide service to a growing community. In order to pay for some of the costs associated with recreation, arts, and parks, a majority of the voters in the 2005 municipal election approved the imposition of a one tenth of one percent (0.1%) sales tax (the RAP tax). Said tax was enacted by a vote of the Cedar City Council. The purpose of this article is to provide a structure for the distribution of the recreation, arts, and parks sales tax revenue, and to avoid conflicts between the Community Events Promotions funding requests.

SECTION 39-I-2 Statutory Authority

Cedar City has enacted the local option sales tax to fund recreation, arts, and parks and shall administer the disbursement of any funds generated by the same pursuant to the provisions of Title 59, Chapter 12, Sections 1401 through 1404, Utah Code Annotated, 1953 as amended. Cedar City will continue to abide by the foregoing provisions of State law in their current form, or as amended by the legislature.

SECTION 39-I-3 Definitions

As used in this article the following terms shall have the following definitions:

(1) "Administrative unit" means a division of a private or nonprofit organization or institution that:

(A) would, if it were a separate entity, be a botanical organization or cultural organization; and

(B) consistently maintains books and records separate from those of its parent organization.

(2) "Application form" means the official document, with noted attachments and supporting documentation to request funds collected pursuant to the RAP tax.

(3) "Arts" means botanical organizations, cultural facilities, cultural organizations, and zoological organizations.

(4) "Botanical organization" means:

(A) a private nonprofit organization or institution having as its primary purpose the advancement and preservation of plant science through horticultural display, botanical research, and community education; or

(B) an administrative unit.

(5) "Cultural facility" means any publicly owned or operated museum, theater, art center, music hall, or other cultural or arts facility.

(6) "Cultural organization" means:

(A) a private nonprofit organization or institution having as its primary purpose the advancement and preservation of:

(I) natural history;

(II) art;

(III) music;

(IV) theater;

(V) dance; or

(VI) cultural arts, including literature, a motion picture, or storytelling; and

(B) an administrative unit.

(7) "Cultural organization" does not include:

(I) any agency of the state;

(II) any political subdivision of the State of Utah; or

(III) any educational institution whose annual revenues are directly derived more than 50% from state funds.

(8) "Institution" means any of the following:

(A) the University of Utah;

(B) Utah State University;

(C) Weber State University;

(D) Southern Utah University;

(E) Snow College;

(F) Dixie State University;

(G) Utah Valley University;

(H) Salt Lake Community College;

(I) the Utah College of Applied Technology; and

(J) other public post-high school educational institutions as the Legislature may designate.

(9) "Non-profit" means an organization or corporation that is not organized, created, operated or maintained to generate a profit or distribute income to its members, directors, or officers, or

corporation. An organization automatically qualifies as a non-profit organization if it is operating under section 501 (C)(3) of the internal revenue service code.

(10) "Organization" means an association, corporation, government, governmental subdivision, agency, or partnership formally established to coordinate and carry out unified activities and goals.

(11) "Preservation and replacement fund" shall mean a fund established with RAP tax revenue that may be allowed to accumulate over time and shall only be spent on the preservation or replacement of Cedar City owned cultural facilities or Cedar City owned recreational facilities that would otherwise qualify for the use of RAP tax funding. All expenditures from the preservation and replacement fund shall be made only after recommendations by the appropriate RAP tax board and approval of the Cedar City Council.

(12) "Primary purpose" means the main goal, the fundamental intent, or the mission of an organization.

(13) "Qualifying expenses" means (A) yearly operating expenses of qualifying botanical organization or cultural organization; (B) yearly operating expenses or costs to construct facilities for qualifying recreational facility, zoological facility, or cultural facility, or (C) expenditures meeting the definition of the preservation and replacement fund.

(14) "Quorum" means a simple majority of the voting members.

(15) "Recipient organization" or "recipient" means an otherwise qualified organization or individual that has been approved by the City Council to receive a specific amount of RAP tax money for qualifying expenses.

(16) "Recreational facility" means any publicly owned or operated park, campground, marina, dock, golf course, playground, athletic field, gymnasium, swimming pool, trail system, cultural facility, or other facility used for recreational purposes.

(17) "Unallocated Funds" means any RAP tax funds that have accumulated due to earned interest, are not spent on the approved projects, or otherwise accumulate in the RAP tax funds.

(18) "zoological organization" means a public, public-private partnership, or private nonprofit organization having as its primary purpose the advancement and preservation of zoology.

SECTION 39-I-4 ADVISORY BOARDS

1. The Cedar City Council hereby creates two (2) advisory boards to be known as the arts advisory board and the parks and recreation advisory board. The purpose of the arts advisory board is to receive applications from arts groups that would qualify to receive RAP tax funds; review the applications; and recommend allocation of the arts portion of the RAP tax revenue to the Cedar City Council. The purpose of the parks and recreation advisory board is to receive applications from parks and recreation groups that would qualify to receive RAP tax funds; review the applications; and recommend allocation of the parks and recreation portions of the RAP tax revenue to the Cedar City Council.

2. Each advisory board shall be comprised of seven (7) people appointed by the Mayor with the approval of the City Council. Each member of the advisory board shall serve a term of four (4) years, unless they are reappointed by the Mayor and approved by the City Council. The advisory board shall nominate and elect one of its members to serve as the chairperson of the board. The chairperson shall conduct all meetings of the board, but shall not vote unless there is a tie. In order to conduct business, there must be a quorum present. If a member of either board should resign, the Mayor shall appoint a replacement to serve out the remainder of the resigning person's term.

A. The terms of the initial appointees shall be staggered. The Mayor shall designate three (3) members of each board to serve four (4) year terms, two (2) members to serve three (3) year terms, and two (2) members to serve two (2) year terms. All appointments after the initial formation of the board shall serve a complete four (4) year term.

3. Each board shall meet once per year to consider applications, and make recommendations to the City Council, this shall be the annual board meeting. The yearly meeting of each board shall be as soon as reasonably possible after the Cedar City Council approves its next fiscal year's budget. Depending on the amount of revenue collected, the Mayor may suspend the board meetings in 2006. The board may conduct additional meetings as necessary with the consent of the majority of the board members.

4. All meetings of each board shall be open to the public and in compliance with the Utah Open and Public Meetings Act, UCA §52-4-1 through 52-4-10.

5. In addition to the notice requirements of the Utah Open and Public Meetings Act, City staff shall cause notice of the annual board meeting to be sent to applicable organizations that qualify for RAP tax money and have registered with City staff. This notice shall be sent at least thirty (30) days prior to the meeting and shall contain an application for RAP tax funding, and a deadline for submission of the completed application not less than fourteen (14) days prior to the scheduled meeting. Staff shall only be responsible to send the above notice to the organization's representative at the address given to City Staff by the organization. The individual organizations shall be responsible to keep their contact information updated. Each board shall cause to be published a notice in the local paper no less than thirty (30) days in advance of the meeting stating that applications for RAP tax funds are being accepted; that interested persons or groups should contact City Staff for information and applications; and setting a deadline for the receipt of applications.

SECTION 39-I-5 Use of Funds, and Certain Application Restrictions

1. The funds generated by the RAP tax shall be used for qualifying expenses as defined in this chapter, and defined by Utah Code Annotated Title 59, Chapter 12, Sections 1401 through 1404. It shall be the duty of the advisory boards and City staff to evaluate each application to ensure that the proposed use of the funds complies with the qualifying expenses as defined in this chapter.

2. In addition to the requirements of State Law adopted above, the following standards shall apply to the use of and application for RAP tax funding:

A. In order to assure the fair distribution of the limited pool of RAP tax funds available and to discourage double dipping no organization, cultural facility, cultural organization, botanical organization, institution, recreational facility, zoological organization, or administrative unit thereof shall be allowed to receive funding for more than one application per year. Applications may contain requests for multiple purposes, but only one application will be allowed. Also, no organization, cultural facility, cultural organization, botanical organization, institution, recreational facility, zoological organization, or administrative unit thereof shall be allowed to receive funding from RAP tax money as well as funding from the Community Promotions fund as set forth in article II of this chapter.

B. During the application process the applicant shall designate, consistent with the organization's primary purpose, whether they are requesting funding from the RAP tax arts fund, the RAP tax parks and recreation

fund, the RAP tax arts preservation and replacement fund, or the RAP tax parks and recreation preservation and replacement fund. The applicant may request and receive assistance from staff when making this determination. Once the designation is made by the applicant it shall be reviewed by City staff to determine if the applicant qualifies for RAP tax funding from the selected fund. If it is determined that the applicant has requested RAP tax funding from a fund for which the applicant does not qualify, the applicant may choose to apply for RAP tax funding from the fund for which the applicant does qualify.

C. The deadline for returning the applications shall be specified in both the newspaper advertisement and the application form. Applications received after the application deadline shall be rejected by staff and may not be considered by either the advisory board or City Council. It is the responsibility of the individual organizations to make sure their applications are turned in prior to the deadline.

SECTION 39-I-6 Allocation

The entire amount of RAP tax collected shall be budgeted every year. Of the entire amount of RAP tax collected 10% shall be budgeted in a preservation and replacement fund. After the allocation of the initial 10% the remaining funds shall be allocated 1/3 to recreation, 1/3 to arts, and 1/3 to parks. All recommendations made by the advisory boards and expenditures made by the City Council shall comply with this basic allocation of funds.

The entire preservation and replacement fund shall be allocated 1/3 to recreation, 1/3 to arts, and 1/3 to parks. All allocations made by the advisory boards and expenditures of the preservation and replacement fund made by the City Council shall comply with this basic allocation.

SECTION 39-I-7 Application Information and Format

All applications for RAP tax funds shall contain the following information:

1. Applicant's name;

2. Applicant's mailing address;
3. Applicant's physical address;
4. Applicant's phone number;
5. Applicant's email address;
6. Applicant's fax number;
7. Proof of applicant's non-profit status;
8. An attachment showing the applicant's detailed financial statement for the last year, including:
 - A. Sources of income;
 - B. Amounts of income;
 - C. Types of expenses; and
 - D. Amounts of expenses;
9. Proposed qualifying expenses to be paid with the RAP tax money;
10. The amount of RAP tax revenue the applicant is requesting;
11. A detailed statement describing what the RAP tax money will be used to pay for, including, if applicable, bids for proposed improvements;

12. If the applicant has received RAP tax money within the past three (3) years, an accounting showing how the prior RAP tax appropriations have been spent, or if approved by the City Council, an accounting of the saved RAP tax money; and

13. Any other information that is reasonably related to determining where the RAP tax money should be spent and is requested by the board.

The following is a sample of the application to be used for funding requests. It is illustrative only and may from time to time be altered by the Mayor, City Council, or City Staff as long as it requires the information stated above:

RAP TAX FUNDING APPLICATION

NOTICE TO APPLICANT:

The information provided on this application constitutes a request to receive funding from the RAP tax revenues. Please complete the application in its entirety. If more space is necessary, please attach additional information to the form and reference the attachment in the appropriate section. Applications received after the due date shall be rejected.

All information on this application must be, to the best of your knowledge, true and accurate. Making a false statement on this form is a criminal act in violation of Title 76, Chapter 8, Section 504, Utah Code

Annotated, 1953 as amended. In addition to criminal punishment, any application containing false or misleading information will be rejected.

Choose which RAP tax fund the applicant is applying for:

Arts

Arts Preservation and Replacement

Parks and Recreation

Parks and Recreation Preservation and Replacement

1. Applicant's name: _____
2. Applicant's mailing address: _____
3. Applicant's physical address: _____
4. Applicant's phone number: _____
5. Applicant's fax number: _____
6. Applicant's email address: _____
7. Proof of applicant's non-profit status:

8. Attach a detailed financial statement showing the following information for the applicant's prior fiscal year:

- A. Sources of income;
- B. Amounts of income;
- C. Types of expenses; and
- D. Amounts of expenses;

9. Proposed qualifying expenses to be paid with RAP tax money:

10. Amount of RAP tax money the applicant is requesting _____

11. Detailed statement describing what the RAP tax money will be used for, including, if applicable, bids for proposed improvements:

12. If the applicant has received RAP tax money within the past three (3) years, provide an accounting showing how the prior RAP tax appropriations have been spent, or if approved by the City Council, an accounting of the saved RAP tax money:

13. Any other information the applicant would like to provide:

A notice stating the application due date.

SECTION 39-I-8 AGREEMENTS AND DISBURSEMENT OF RAP TAX FUNDS

1. RAP tax funding agreements. Organizations receiving RAP tax allocations shall enter into an agreement with Cedar City prior to receiving any RAP tax funds. At a minimum the agreement between the City and the organization receiving RAP tax funding shall include the following items:

A. A statement that to the greatest extent possible funds shall be expended within Cedar City. Also, that the funds shall be spent for the qualified expenditures approved by the City Council.

B. A statement that the organization receiving the RAP tax funding will agree to submit a detailed income/expenditure report showing how the RAP taxes were spent, or if approved by the City Council, an accounting of the saved RAP tax money.

C. The following statement related to the nature of the RAP tax funds being public funding:

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.

Recipient organization's responsibility for public funds. The recipient organization 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 organization 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 organization understands that the City may monitor recipient organization's expenditure of the public funds.

D. 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 by the recipient organization under this agreement. If an audit is requested by the City the recipient organization shall cooperate fully with Cedar City and/or its auditors in the performance of said audit.

E. The Recipient organization expressly understands that Cedar City may withhold RAP tax funds or require repayment of funds from the recipient organization 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 organization 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 organization has received through RAP tax funding.

F. A statement limiting the agreement to a period of one (1) year after the agreement is signed by both parties and requiring that any funds not spent within the one (1) year period be returned to the City to be reallocated as RAP tax funds. Also, this statement shall include a provision that if the agreement is not signed and returned to City staff within thirty (30) days that the City may void the agreement and re allocate the money as RAP tax funds. However, the City Council may approve an exception to this rule by allowing RAP tax funds to be rolled over from year to year for Cedar City owned capital projects.

OR IN THE ALTERNATIVE:

However, the City Council may approve an exception to this rule by allowing RAP tax funds to be rolled over from year to year for capital projects.

2. City as recipient organization. From time to time Cedar City is the recipient of RAP tax money to fund various qualifying projects. When the City is the recipient organization it is not required to enter an agreement. The City is required to abide by all provisions of the minimum contract provisions as stated above and the City is required to abide by all of the requirements for disbursement of RAP tax funding as stated below.

3. General procedure for the disbursement of RAP tax funds. After the recipient organization has entered an agreement with Cedar City, RAP tax funds shall be disbursed using the following procedures:

A. Unless otherwise provided for herein, one half of the RAP tax funding shall be disbursed to the recipient organization once the organization signs the agreement with the City. If the recipient organization is awarded an amount equal to or less than \$5,000.00 it shall receive 80% of the award when it signs the agreement with the City.

B. Prior to receiving the second half, or the remaining 20% in the case of an award equal to or less than \$5,000.00, of the funding the recipient organization shall provide to the City a detailed income and expenditure report showing the amount of RAP tax that was received with the first half of the disbursement and how it was spent, or if approved by City Council, an accounting of the saved RAP tax money. Also on the same report the recipient organization shall show the amount of RAP tax that is to be received with the second disbursement and the manner in which it is projected to be spent, or if approved by City Council, an accounting of the saved RAP tax money. It is not intended that the report detail all funding and expenditures by the recipient organization, the report is only concerned with RAP tax income and expenditures. Below is a fictitious example of the required report:

Cedar City RAP tax income and expenditure report

Miscellaneous City cultural organization

(name of organization receiving RAP tax funds)

Reporting period Cedar City Fiscal year 2012-2013

(Time period covered by report)

Income:

RAP tax funds received	\$5,000.00
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Expenditures:

Office supplies	\$500.00
Costumes	\$2,000.00
Employee wages	\$1,000.00
Music	\$500.00
Fuel	\$1,000.00

Remaining Allocation: \$5,000.00

Anticipated Expenditures:

Scenery for production of South Pacific \$5,000.00

Actual Expenditures for remaining allocation:

C. In addition to the above report the recipient organization shall be required to submit a final report once the second half of the RAP tax funding has been received and spent, or if approved by City Council, an accounting of the saved RAP tax money. The final report shall be submitted prior to the recipient organization being eligible for any future RAP tax funding.

4. Procedure for a lump sum RAP tax disbursement. From time to time RAP tax funds are appropriated for purposes that require a one-time disbursement of funds. Examples of this type of funding include, but are not limited to, a single purchase of equipment or a single purchase of multiple pieces of equipment. This procedure may be used as an exception to the above general and preferred disbursement method.

A. The recipient organization will be required to show that it has received three written price quotes for the proposed item(s) to be purchased. As an alternative to the three price quotes the recipient organization may follow the City's adopted purchasing policy.

B. Once the recipient organization has provided the information required above, the RAP tax funds will be disbursed to the recipient organization pursuant to the City's accounts payable process. If mutually agreed, the City may issue payment directly to the vendor designated by the recipient organization.

C. Prior to receiving any future RAP tax funding the recipient organization shall submit the same written report as required in section 2 above.

5. Failure to supply income and expenditure report. If a recipient organization fails to provide the required income and expenditure report, the recipient organization will be in breach of its agreement with City. Failure to supply a required income and expenditure report may lead to an audit into how the recipient organization has spent public funds. In addition to the remedies available for the breach of the agreement, a possible audit, and the criminal penalties provided for misuse of public funds, the recipient organization shall not receive further RAP tax allocations and/or disbursements until the required income and expenditure reports are provided.

SECTION 39-I-9 UNALLOCATED FUNDS

1. From time to time unallocated funds will accumulate in the City's accounts. The City's Finance Department shall account for the unallocated funds and disclose the amount thereof annually in conjunction with the City's budget. The City shall spend these funds on RAP tax eligible projects in accordance with the terms of this section.

A. When in the Mayor's discretion the unallocated funds have accumulated a sufficient balance the Mayor shall direct staff to include the unallocated funds in the budget for the next round of RAP tax allocations.

B. The unallocated funds shall be divided 1/3 for arts, 1/3 for parks, and 1/3 for recreation. The unallocated funds may only be allocated and spent on projects to preserve or restore City owned facilities that are otherwise eligible for RAP tax funding and as approved in accordance with this ordinance.

C. The RAP Tax Advisory Boards shall receive applications from the City for projects that qualify for expenditure of the unallocated funds. The RAP Tax Advisory Boards shall review the applications and make recommendations to the Cedar City Council.

D. Upon receipt of the recommendations from the RAP Tax Advisory Boards the City Council may approve, deny, or modify the recommendations.

E. Upon the City Council's approval of qualifying projects upon which to spend the unallocated RAP Tax funds the City shall comply with all rules set forth in this ordinance otherwise related to expenditure of RAP Tax funds.

Adopted 7/06.

Amended by Cedar City Ordinance No. 0513-09.

Amended by Cedar City Ordinance No. 1209-09-1.

Amended by Cedar City Ordinance No. 0425-12

Amended by Cedar City Ordinance No. 0513-15

Amended by Cedar City Ordinance No. 0413-16

CHAPTER 39

CEDAR CITY FUNDING REQUEST ORDINANCE

ARTICLE II

COMMUNITY EVENT PROMOTIONS AND NONMONETARY ASSISTANCE

SECTION 39-II-1	Purpose
SECTION 39-II-2	Definitions
SECTION 39-II-3	Nonmonetary Assistance
SECTION 39-II-4	Community Events Promotions

SECTION 39-II-1 Purpose

Title 10, Chapter 8, Section 2, Utah Code Annotated, 1953 as amended authorizes Cities in the State of Utah to appropriate money for corporate purposes. This same statute includes as a corporate purpose the appropriation of money when in the municipal legislative body's judgement the purpose will provide for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the City's inhabitants. The State Legislature has also given the City a limited ability to waive fees or provide non-monetary assistance to non-profit organizations. Additionally, the City has established a RAP tax for the collection and distribution of money for Arts, Parks, and Recreation. The

purpose of this article is to set forth regulations in compliance with Utah State Law for the community events promotions requests and other nonmonetary assistance. Furthermore, it is the purpose of this article to distinguish eligibility between the RAP tax, community events promotions and nonmonetary assistance.

SECTION 39-II-2 Definitions

As used in this Chapter the following terms shall have the following definitions:

(1) "Community events promotions" shall mean a line item established by the City Council through the yearly budget process, and administered in accordance with this chapter.

(2) "Intangible benefit" means a benefit to the City that is not capable of being quantified in terms of money, real property, personal property, or demonstrable economic benefit but in the opinion of the City Council the benefit does provide for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of Cedar City.

(3) "Nonmonetary assistance" shall mean a benefit to a non-profit entity in terms of labor, fee waivers, or other services provided by the City. Nonmonetary assistance does not include waiver or adjustment of impact fees as such waivers or adjustments are provided for under the City's impact fee ordinance.

(4) "Non-profit" shall mean an organization or corporation that is not organized, created, operated or maintained to generate a profit or distribute income to its members, directors, or officers, or corporation. An organization automatically qualifies as a non-profit organization if it is operating under section 501 (C)(3) of the internal revenue service code.

(5) "Public hearing notice" shall mean a notice published in a newspaper of general circulation and/or on the State of Utah's public notice website, as state law may require. Said public notice shall be published no less than fourteen (14) days prior to the public hearing. Said notice shall contain information so that a reasonable person would be able to understand the following information about the public hearing: general topic, location, date, and time.

(6) "Tangible benefit" means a benefit to the City that can be measured in terms of money, real property, personal property, or demonstrable economic benefit pursuant to the standards set forth in this chapter.

SECTION 39-II-3 Nonmonetary Assistance

(1) The City Council may authorize nonmonetary assistance when in the judgement of the City Council said nonmonetary assistance provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of Cedar City. In making this determination the City Council may consider both tangible and intangible benefits to the City.

(2) Nonmonetary assistance may only be provided to non-profit organizations, and the total amount of nonmonetary assistance approved by the City Council in any given fiscal year shall not exceed 1% of the City's budget for that fiscal year. City staff shall provide to the Council an estimate of the dollar value of the nonmonetary assistance requested.

(3) Prior to considering approval of nonmonetary assistance, the City shall receive an application from a non-profit organization, and allow staff reasonable time to provide an estimate of the dollar amount of assistance requested. No nonmonetary assistance shall be approved without first publishing a public hearing notice and holding a public hearing before the Cedar City Council.

SECTION 39-II-4 COMMUNITY EVENTS PROMOTIONS.

(1) If through its yearly budget process, the City Council funds the community events promotions budget this chapter shall govern the expenditure of those funds.

(2) Other than RAP tax funding, persons or organizations requesting funds from the City must complete a Fund Request application and provide the relevant supplemental information stated in the application. The application and supplemental, information will be submitted to a designated City Staff member for review and economic evaluation based upon intangible benefits and the following formula:

Economic Evaluation

Estimated expenses subject to sales tax incurred by event sponsor

Estimated expenses subject to sales tax incurred by event participants

Estimated expenses subject to sales tax incurred by event spectators

Total estimated expenses subject to sales tax

Economic multiplier 1.3

Total estimated expenses after multiplier

Cedar City tax rate on sales X .009

Estimated sales tax revenue for Cedar City as a result of the event

Other methods/justification:

(3) The Council must hold a public hearing in order to consider the requests. Public hearing notice shall be published by staff. The public hearings to consider funding requests shall be held once a year in conjunction with the City's annual budget process. With the consent of the Mayor and any two (2) members of the City Council, a public hearing may be advertised and held during the year at a time other than in conjunction with the budget.

(4) The City Council shall not consider any request for funding from community events promotions when the applicant is eligible to apply for funding from the RAP tax. Also, the City Council shall not consider any request for funding where the applicant has not submitted an application or when the application is received after the yearly established deadline.

ADOPTED BY CEDAR CITY ORDINANCE NO. 1209-09-1