



# CEDAR CITY

10 NORTH MAIN • CEDAR CITY, UTAH 84720  
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## CITY COUNCIL WORK MEETING AUGUST 21, 2013

Mayor  
Joe Burgess

Council Members  
Ronald R. Adams  
Nina R. Barnes  
John Black  
Paul Cozzens  
Don Marchant

City Manager  
Rick B. Holman

The City Council will hold a work meeting on Wednesday, August 21, 2013, at 5:30 p.m., in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

I. Call to Order

II. Agenda Order Approval

III. Administration Agenda

- Mayor and Council Business
- Staff Comment

IV. Public Agenda

- Public Comments

V. Business Agenda

Public

1. Consider waiving past due charges on a utility bill - Robert Ryan Schofield
2. Public hearing to consider a request by the Southern Utah University Student Association (SUUSA) to waive fees for the use of the City's portable stage – SUUSA, Lance Lowry
3. Consider FY 2013-14 Arts RAP Tax allocations, and approve form RAP Tax Agreement – Paul Bittmenn
4. Consider FY 2013-14 Parks and Recreation RAP Tax allocations, and approve form RAP Tax Agreement – Paul Bittmenn
5. Consider allowing the Ice Rink to temporarily locate on City property behind the Aquatic Center – Dallin Staheli & Kerry Fain
6. Consider final plat and bond agreement approval for Carmel Canyon Estates PUD – Bob Platt
7. Consider granting drainage and sewer easements through Cross Hollow green belt area for Carmel Canyon Estates PUD – Bob Platt
8. Consider disposal of City property in the Cross Hollow green belt area for the Carmel Canyon Estates PUD – Bob Platt

Staff

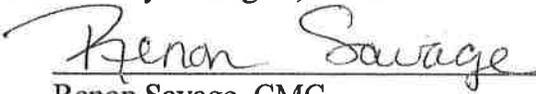
9. Review bids and financing options for the WWTP Nitrate Mitigation Project – Chad Boshell
10. Consider granting an easement to Rocky Mountain Power to service the new treatment equipment at the Wastewater Treatment Plant – Chad Boshell
11. Consider Leisure Services fee adjustment & recommendation – Dan Rodgeron
12. Consider approving the Cooperative Agreement for Consolidated Dispatch Service and authorize the Mayor to sign the contract – Chief Allinson

Dated this 19<sup>th</sup> day of August, 2013.

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

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 19<sup>th</sup> day of August, 2013.

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

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

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

**CEDAR CITY COUNCIL  
AGENDA ITEM V-1**

**INFORMATION SHEET**

**TO:** Mayor and City Council

**FROM:** Wendy Bonzo/Kristin McClellan

**DATE:** August 15, 2013

**SUBJECT:** Robert Ryan Schofield, past due utility account

**DISCUSSION:** Below are the notes Kristin has added to Mr. Schofield's account. This account could have been sent to collections some time ago, but it was missed and still shows as outstanding on our records. This could be sent into collections at this time, however once an account goes to collections we are no longer able to work with the property owner, they must work directly with CheckNet. It has been unwritten policy to work as much with the property owner as possible, so once we have a line of communication set up we will attempt to collect from them rather than send into collections. This is better for the property owner and the City, as we are charged fees for CheckNet to collect.

09/06/2012 - CONTACTED BY ROBERT SCHOFIELD ABOUT THE BILLING. HE STATED THE HOUSE HAD GONE BACK TO THE BANK IN 2009 AND THAT HE HAD CALLED ABOUT TURNING THE WATER OFF. I CALLED BART AT THE IRON COUNTY OFFICE TO VERIFY WHEN THE BANK TOOK THE PROPERTY OVER AND THE RECORDS SHOW THE PROPERTY WENT TO SAXON MORTGAGE ON 03/23/2010, I ALSO WENT THROUGH THE WORK ORDERS FOR ALL OF 2009 AND FIRST 3 MONTHS OF 2010 BUT THERE WAS NOT REQUEST FOR WATER TO BE SHUT OFF AT THE PROPERTY. I CALLED ROBERT ON 09/12/2012 AND TOLD HIM THE OUTCOME OF MY RESEARCH, HE STATED THAT HE WANTED AN ADJUSTMENT ON THE BILL. I TOLD HIM THAT I DIDN'T HAVE THE AUTHORITY TO MAKE THE ADJUSTMENT. I TOLD HIM THAT HE WOULD NEED TO GO COUNCIL TO GET THE ADJUSTMENT APPROVED. HE STATED HE WOULD GET IN CONTACT WITH RENON.

08/09/2013 - SPOKE WITH MR SCHOFIELD CONCERNING THE MATTER STATED ABOVE, HE STATED THAT HE WAS NOT ABLE TO GET IN TOUCH WITH RENON. I TRANSFERRED HIM BACK TO RENON BUT SHE WAS OUT OF HER OFFICE, HE CALLED BACK AND SPOKE WITH WENDY WHO TOOK A NOTE AND PLACED IT ON RENON'S DESK.



CEDAR CITY COUNCIL  
WORK AGENDA ITEMS IV - 3  
DECISION PAPER

**TO:** Mayor and City Council  
**FROM:** Paul Bittmenn  
**DATE:** August 16, 2013  
**SUBJECT:** Fiscal year 2013 - 2014 RAP tax allocations (Arts).  
**DISCUSSION:**

Attached to this decision paper are the following:

1. A history of art RAP tax allocations.
2. The recommendations of the arts RAP tax advisory committee.
3. The minutes from the arts RAP tax advisory committee.
4. A form agreement.

The history of art RAP tax allocations is for your information as you consider your decision.

The second document is the recommendations from the advisory committee. This document also contains information related to the original request from each organization, the total requests this year, and the total amount budgeted.

The draft minutes from the work and action meetings are for your reference. They have not been reviewed and approved by the advisory committees.

The form agreement needs your approval so that once the council approves allocations staff can fill in the blanks and the Mayor can sign the agreements.

The allocations will be sent according to City ordinance. The first portion will be sent once the contract is signed and returned. The second portion will be sent once the organization has sent an accounting showing how the money has been spent.

In your action meeting please approve allocations and the form agreement.

If there is more information you need please ask.

RAP Tax Arts Grants to Date

	FY07-08	FY08-09	FY09-10	FY10-11	FY11-12	FY12-13	Org Total
Braithwaite Fine Arts Gallery		\$2,500	\$2,610	\$2,500	\$3,228	\$1,000	\$11,838
Cedar City Arts Council	\$2,687.47	\$6,300	\$6,190	\$5,000	\$6,850	\$3,000	\$30,027
Cedar City Community Theater						\$4,000	\$4,000
Cedar City Junior Ballet		\$10,000	\$6,458	\$5,000	\$9,889	\$4,000	\$35,347
Cedar City Livestock and Heritage Festival				\$6,000	\$10,350	\$8,000	\$24,350
Cedar City Music Arts	\$13,870.83	\$13,000	\$9,695	\$9,500	\$13,288	\$8,000	\$67,354
Cedar City Public Library				\$2,000			\$2,000
In Jubilo		\$500	\$1,000	\$1,000	\$2,954	\$2,000	\$7,454
In Tune						\$2,000	\$2,000
Iron Mission Museum			\$5,000				\$5,000
Neil Simon Festival	\$26,007.80	\$35,000	\$21,103	\$23,000		\$16,000	\$121,111
Orchestra of Southern Utah	\$18,205.46	\$12,000	\$8,950	\$9,500	\$13,745	\$8,000	\$70,400
Rubik's Cube Square Dance							\$0
The Heritage Theater						\$12,000	\$12,000
The Masters Singers	\$6,935.41	\$6,000		\$6,000		\$3,000	\$21,935
Utah Shakespeare Festival	\$82,358.03	\$109,543	\$72,863	\$76,503	\$74,975	\$67,244	\$483,486
Year Total	\$150,065.00	\$194,843	\$133,869	\$146,003	\$135,279	\$138,244	\$898,303

2013 ARTS RAP TAX ACTION MEETING RECOMMENDATIONS

<u>NAME OF APPLICANT</u>	<u>Amount Requested</u>	<u>Final Recommendation</u>
Braithwaite Fine Arts Gallery	3,000	1,800
Cedar City Arts Council	7,500	3,500
Cedar City Children's Musical Theatre	12,000	5,600
Cedar City Junior Ballet	15,865	6,000
Cedar City Music Arts	15,000	9,700
Cedar City Livestock and Heritage Festival	15,000	9,000
Cedar Valley Community Theatre	18,300	6,500
In Jubilo	3,000	2,500
Master Singers	5,000	3,000
Orchestra of Southern Utah	15,000	10,000
Rubick's Cube Youth Square Dance	6,000	500
Utah Shakespeare Festival	80,000	60,144
Neil Simon Festival	35,000	20,000
Total	230,665	138,244

**\*TOTAL AMOUNT ALLOCATED TO ARTS IN THE FY '13-'14 BUDGET \$138,244**

**\*\*TOTAL AMOUNT REQUESTED ALL APPLICATIONS \$230,665**

**Cedar City Arts RAP Tax Advisory  
Committee Work Meeting  
July 10, 2013**

The Cedar City Arts RAP Tax Advisory Committee held its work meeting on Wednesday, July 10, 2013 at 10:00 a.m., in the City Council Chambers, 10 North Main Street, Cedar City, Utah.

**PRESENT:** Board Members: Joanne Brattain, Holly Barrick, Clair Morris, Adrienne Tawa, , Myron Armstrong, Clair Morris, Sue Jones, Don Marchant, City Attorney Paul Bittmenn, Executive Secretary Barbara Barrick.

**OTHERS:** Nate McDonald, Kari Heaps, Jarrod Bray, Rachel Bishop, Pat Matthews, Kent E. Myers, Jewly Krause, Jyl Shuler, R. Scott Phillips, Sheridan Hansen, Harold Grant Shirley, Carol Ann Modesitt, David Nyman, Chad R. Reid, Susie Young, Erin Waldman, Evan Turner, Evan Ludwig, Bruce W. Barclay, Sara Penny.

**CALL TO ORDER:** Paul called the meeting to order at 10 a.m. Paul – The Council has expressed an interest in having Council members on the RAP Tax Boards. They will vote to approve this tonight. Don Marchant is on this board. Myron nominated Joanne as Chair. Second by Sue. Vote unanimous to approve.

**WELCOME AND CONFLICT DISCLOSURE**

Joanne – We need to identify ourselves and state, for the record, any organizations we belong to. I volunteer for the Shakespeare Festival and I am on the board of the Friends of the Braithwaite. Adrienne – I am the choir director at Canyon View High School and I am affiliated with the Orchestra of Southern Utah. Myron – I belong to the Guild of the Utah Shakespeare Festival and host at the Randall Jones Theatre. Clare – I am not affiliated with anything. Sue - Me either. Holly – I am associated with the Cedar Valley Community Theatre, In Jubilo and the Neil Simon Festival. Don – I'm not affiliated with any group, but I am just interested in the arts.

Joanne – Each group has six minutes to present and we will then ask questions. I ask the audience to hold any comments until the end.

**PRESENTATIONS:**

**BRAITHWAITE FINE ARTS GALLERY:**

Nate Donald and Terry Heaps – We are assistants at the Braithwaite. We will put together the programming and are asking for \$3000 to expand our educational program. We currently have an elementary school camp. Through this experience we found the need for high school and junior high school extra-curricular with activities with the visual arts, which is not available now. As part of our outreach want a robust education for that age group. This proposal will get ball rolling through and educational program next summer. We plan on having discipline-specific classes to give substantive experiences. Holly – How many students will be involved? Terry – This will be a summer pilot program and we expect it not to be as large as it will become, and it will depend on how much money we

can have. But there will be at least 50 children. Joanne – Will it be open to all children in Iron County? Terry – Yes. Nate – We will offer workshops to that age group and will try out curriculum and this will publicize the program. Adrienne – Will you charge registration fees, and are there other sources of funding? Nate – We are working on others. If we receive RAP funds, we could get it up and running but we would also have corporate sponsors. Enrollment will be by application and, if possible, with no fee. If a fee is needed, we plan to keep fees as low as possible. The program we came from charged \$100 and it didn't seem to be a problem. This will tie the museum into the community and we want to keep it accessible. Clare – So you won't go the school, you will recruit and have them come to you in the evening? Nate – We want a 9 to 12 program at SUU. Now they come into the gallery to see the art. This will be Jr. and High school and they will have the experience at the University campus in the summertime.

### **CEDAR CITY ARTS COUNCIL:**

Jarrold – I am the vice president of the Arts Council and a professor at SUU. These are exciting times in Cedar City with the USF expansion and SUMA. This is the cultural hub for this area. Our community could be an ideal place for artists to live and work and would increase activities and tourism. This is our new vision. Towards that, we are trying to professionalize our organizations. Our Board has grown to 15 and we are re-evaluating our by-laws and infrastructures. We want to use funding to print brochures, letterhead, and to help with our membership drive. We want to use funds for our socials which are a membership benefit, and bring local artists together three times a year to network. Grant winners can display their work at these events. This is an opportunity to share what they are doing. We would like to re-establish our educational programming. We have two festivals a year, in the fall and summer. We would like to have free children's activities. These would be visual and performing arts and we would establish weekend workshops for children and adults. We want to start a workshop and lecture series to help artists to run their businesses, so that we grow artists and businesses in Cedar City. Sue – What other sources of funding do you have? Jarrold – Members pay an annual fee and we looking at grants through the state and in the long term there are NEA grants. Joanne – Would there be charges? Jarrold – Yes, for models and for instructor time. This would be a minimal fee, discounted to members. Adrienne – What is your main mission statement? It looks like you fund other programs. Other expenses were for the socials. Jarrold – We are re-writing and trying to clarify and want to be advocates for the arts. Adrienne – This umbrella is great idea to support artists. Jerry – We want to increase the arts activities and also represent artists. Joanne – The Arts Council was a sponsor for the study by Americans for the Arts on the impact of arts on our local economy.

### **CEDAR CITY CHILDREN'S MUSICAL THEATRE:**

Julie Krause – I'm president of the Board. Our group was started in 2009 and our goal is to provide opportunities for children in musical theater regardless of their ability to pay. This gives everyone the opportunity, and we don't turn kids away. The ages are six to 18. We had 25 children participate in 2009 and had to include some adults. In 2010, there were 45 kids, in 2011 85, and in 2012 we had 110 participate. This was *Annie Junior* and it was a successful production. We had 2000 people come to see it, many from out of town. This year we are putting on *Beauty and the Beast* and we have 180 kids in the production. We are all volunteers and want to continue to provide these services, but these productions are expensive to put on. We have lots of fun sets and costumes for this production. We want help with royalties, and we would like to increase the number of days and seats for the production. We are asking for funding for sets. We want something to create that is long term. If you come to a

play, it is frustrating if your child is not visible. We want some permanent risers so the children can be seen. We want to make sure the parent can see their child. We got a cut list and some things put together by an engineer but, they are expensive to put together. We would like to do a portion this year and receive funds to complete more in the future. We also are asking for rent for practices and performances. We had to change buildings last year because 186 kids don't fit in a regular size building. We were lucky to find a place, but the cost does add up over time. We are hoping to offer additional smaller productions during the year. We have to pay to utilize the facility. We are lucky that the Iron County School District has waived the fee for building, but we still have to pay for technical and custodial support and it adds up. Adrienne – Where are you currently rehearsing? Julie – CHS for performances. The rehearsal space is on Main Street, across from Jones Paint and glass. It is warehouse space. One of the terms is sweat equity in the building, and we have had to put in hours to fix it up. It could be a performance space for small productions. Adrienne – Who are the teachers, and what is their commitment to quality? Julie – We have drama and music teachers, costumers, painters. For me, I've been in theater since 4<sup>th</sup> grade and that is why I want to do this. I was in summer productions and I wanted that for my children. You see a lot of our kids that are not outgoing and not experienced and they go on to get parts in playwrights productions. We're proud of the movement they make. Joanne – Can you rent the risers? Julie – We would like to build them. In the long term it would be cheaper. We charge \$75 for the summer with a reduction to \$50 for siblings. 26% of the children are scholar-shipped. Holly – What are your ticket prices? Julie - \$5. The goal is to keep it low.

### **CEDAR CITY JUNIOR BALLETT:**

Erin Waldman – Thanks for your dedication and time and commitment to the arts in the community. I'm glad I don't make the decision. Each organization here has valid costs and concerns. I am partial to the Junior Ballet because it fills a niche that is not fulfilled in the community. Cedar City's commitment to the arts is exceptional and shows a civilized commitment. We are only ballet in Southern Utah that provides semi-professional dancers. We are fully open to the community and have a professional quality that is not seen very often in a community ballet organization. We provide ballet experience for every community member in Iron County. Anyone can audition, regardless of age. The audition purpose is to assign roles appropriately, but everyone always has an opportunity be a member of the cast. Our organization is supported by many volunteer hours. Lise and Chris Mills were both professional dancers and are instructors. Chris moved and Lise took charge of the ballet and we are grateful. Chris still assists. Costumes are done on a volunteer basis. It really is a beautiful experience. Ballet lends a discipline that is not always in other arts groups. We have dancers dancing on broken toes, which is not often seen on that level and provides an example of discipline to younger community members. Our group joins together communities that have a variety of individuals who mentor one another. We also provide a bridge for SUU students and younger community members and it is a beautiful opportunity. We are asking for full funding again this year. We will always ask for as much as we can and we are very grateful for what we get. We need a new sewing machine. The old one is on last legs. Male dancers are hard to find and we are pulling men from wherever we can. Holly – How many children are involved and how many volunteers? Erin – The cast grew this year. There are about 40 children. This does not include SUU students. It depends on the year and the production. The Junior Ballet has grown by word of mouth. We are putting on *Cinderella* this spring and will increase the cast. We begin rehearsal in October and don't perform until April. It is a huge commitment every Saturday and some are intimidated by that. Joanne – If don't receive the funds for a male dancer what will you do? Erin –

We'll get one some way. We had to replace one this year and found one two weeks before production. We just know going in it will be challenging based on what students are available.

### **CEDAR CITY MUSIC ARTS:**

Carole Ann Modesett – CCMA is the oldest arts group in the state, having been in existence for 80 years. We work hard and are dedicated to presenting quality workshops for all student groups including the University. We try to do about three master classes a year, and seven concerts a season. We receive funds from private donors and season ticket holders. The cost is \$85 for season ticket prices. You can't find anything anywhere for this price. Our group is very committed to this Board and the officers are all volunteers. In the past, we've presented high profile artists, such as the Canadian Brass, King Singers, and Eugene Feodor. We offer a wide variety of performances and are committed to high quality. We want to raise the bar each year. We are asking for \$15,000 this year. The majority of those funds will go to artists' fees and some to travel and housing. These fees continue to go up. We need outside help even though we have private donors. We offer symphony, musical theater, and opera. There is a wide variety. People are amazed at the quality performances we have brought into Cedar City. Clare – I notice that you spent \$114,000 and only took in \$88,000 did you have a balance forward? Carole – We are trying to get the word out to buy a season ticket. The slump in the economy hurt season tickets, and we are down and hoping to bring it up. This year we will offer the *Nutcracker*, and the symphony, and the 5 Browns. We are excited about it.

### **CEDAR LIVESTOCK AND HERITAGE FESTIVAL:**

Chad Reid - We appreciate the help we have received in the past. This is 8<sup>th</sup> year of the Festival. We had 2000 people attend the first year. Last year we had 12,500 attend. We use the funds that we generate to keep admission free. We have a headliner concert that we charge for and we also charge for the Dutch oven dinner. This Festival is so the community can come out and support our heritage. It couldn't be held anywhere else. In two years, we have received \$18,350 and spent over \$19,000 buying chairs and tables for the Cross Hollows Events Center. Now it can seat over 400 people. We donated these to Cross Hollows. We are now building covers to protect these. We were named the 2011 Organization of the Year by the Chamber. People as far away FLA and OK came to this event. We added the Ranch Rodeo event last year and it is very popular. With the funds this year we want to build a third arena at Cross Hollows that we can use. We have great support by Utah Wool Growers and National Lamb Board this year. Our logo was designed by a local artist and we had to trademark it last year. This logo is on clothing sold throughout the West. Some local businesses are using shirts with our log as a uniform. We are also putting together a book to document the history of Iron County, and will publish it in the near future. The Festival has a quilt show, antique tractor pull, and many other diverse activities, such as the National Champion Team of horse pullers. This is the right festival at the right time in the right place.

Don – I didn't know you did this much, I'm amazed at the things you are trying to do. This festival is getting bigger and better each year. Chad – We have been recognized by national magazines and we are happy it's done so well. The time of year it is held helps local businesses because it is the shoulder season. Adrienne – It looks like you have a substantial balance right now and projected expenses. Chad – It costs \$60000 to put on the festival. We want to have a full year of expense in the bank to keep our organization stable. This strategy was recommended by the Utah Arts Council. Adrienne - I see that CVHS students were mentored. What are your other educational events? Chad – We work with Frontier

Homestead State Park and have educational booths from 4H, FFA, and the Wool Growers, etc. We go into the schools with information and have an art contest.

### **CEDAR VALLEY COMMUNITY THEATRE:**

Susie Young – I am the organization treasurer. It was founded in January of 2012. We perform with 100 volunteers at the Heritage Theatre. We provide opportunities for the community to be involved in theater as actors, backstage set designer, lighting, etc. Sterling Young is the founder and wanted me to thank the other arts organizations for helping us. Our community wouldn't be the one it is without these organizations. Last year we received \$4000 from the RAP Tax, and improved the quality of our sets and costumes. We sponsored performances of *Annie* and *Hello Dolly*. We've added school performances and 850 elementary students were able to come for \$1 each. This performance was attended by 4200 patrons. Most are local, but some were from out of state.

This year we plan on putting on three productions, all at the Heritage. We would like to purchase costumes so we don't have to rent them, and we want to build up our reservoir of costumes. Some of the RAP Tax would go to this. We would use some funds for improving our sets and for increased performances. We would like to have 16 performances this year altogether. We have needed a portable digital piano so we can move between rehearsal places. We have found a good quality unit for \$900. We would make the best use of the funds awarded and would also be happy for other Arts organizations to receive funding. All are gems. We hope that our group continues for many years and continues to provide quality theater that the community can be proud of. Joanne – Are there participation fees? Sue – The membership fee is \$15 per year or \$25 per family. Adrienne – Do you have stats on the performers? By that I mean, do you serve Iron County or Cedar City exclusively? Is the audience from out of state, and how about the performers? Sue – The majority are living in Cedar City. We don't limit it, because many are Enoch residents. We have had some from SUU and they got involved backstage and we appreciated their expertise. I would guess that one half are not involved in any school setting with other opportunities to perform. That is why there is a need. Children have the opportunity, but adults do not. There was a need to give adults the opportunity to perform and work backstage as well. This develops many skills and involves a variety of different ages. We're happy to have all ages participate.

### **IN JUBILO:**

Judy Ault – I am the president of the organization. Thanks for your help in the past. We have tried to budget effectively and use our funds wisely. All members, and we have 35 to 60 members who pay \$25 for the year. We also require a costume which they pay for. Our expenses are similar to everyone else. We rent our venue, which is usually the Heritage Theatre. The cost of music is unbelievable. We continue to try to build our music library. We need to music to keep our performances fresh. Publicity is expensive and we need to up our funding efforts. We purchased banners this year. We need to spend more so that we are known and develop an audience. Our funding is comprised of the RAP Tax, and corporate and private donors. We appreciate them. Member dues help in our funding as well. We have all volunteer leadership and we don't charge for concerts. They are our gift to the community. Jackie Jackson is professional director and accomplished pianist. We are grateful. We provide the opportunity for other groups to perform with us. We support the Southern Utah Bell Choir and they add tremendous dimension to our concerts. We partner with the South Elementary Singers, which are 85 to 120 children in a choir led by Melissa Leavitt. We also partner with the Master Singers for Christmas concert and we have extended this to two nights because of the great community response. We have had a goal for

several years to have a choral festival. Any choral organization could come to Cedar and this would be an educational activity and then we would have a major concert at the end. This would be a two or three day activity. But our funding has not allowed us to do this yet. We still have it as a goal. Joanne – Last year we talked about patrons donating and a donation jar? Judy – Yes we have done this, and we have had some personal donations as well. Judy – Those donations have come this year, so it's not shown on balance sheet. Joanne – The RAP Tax is a majority of your budget and it was a concern last year and may be one this year as well. Judy – If our numbers are 35 and not 60, our costs would be lower. Don – Are you seeking grants or other forms of support? Judy – We are getting our 501 C(3) so those who donate can take the donations off of their taxes. Holly – How much did you get from donations this year? Judy - Approximately \$500.

### **MASTER SINGERS:**

Evan Turner – I am the treasurer. The Master Singers have been around since 1947. We are one of the few male choruses in the state. We are blessed to have one here in community. We are trying to expand our membership. We want to recruit some high school chorus boys, with idea that we may reduce the average age of the group. Our group only asks for a one hour a week commitment. We give four concerts in the Heritage Theatre each year for Veterans Day, Father's Day, Easter, and Christmas. This year we held a Father's Day concert in St. George at the tabernacle and we would like to do more of that. We did one in Milford and would like to go to other small communities. The RAP Tax is controlled by Cedar City, but other communities could benefit. This year we would like to bring in guest artists. We have brought in Shane Warby before and we would like to continue to bring in quality guest performers to give variety. We have quality directors that volunteer and they have great professional experience. We're trying to increase the quality of our performances and many have commented that our quality is getting better. We are building up our music library and we would like to be able to present new pieces at each concert. Much of budget is for new music. Last year, were hit hard because we didn't collect funds we were relying on the RAP Tax, so now we have a donation box and are active in soliciting donations. In your packets it shows we have collected \$606, but we have received \$1177 since the first of June. We started last fall and in 12 months collected \$3529. It seems to be a reasonable amount that we can collect each year. We want to continue to have the concerts free of charge and have families bring their children.

Sue – What about your jackets? Evan – We don't require members to buy their own jackets. We've elected to own them and we rotate them among the members. We didn't buy any this year. Don – Do you charge a membership fee? Evan – No, many are retired and older. We just appreciate their participation.

### **ORCHESTRA OF SOUTHERN UTAH:**

Harold Shirley – My wife has asked me to read my remarks today. On behalf of OSU, thanks for your financial assistance these last six years. Hopefully the RAP Tax will renew for 10 years. The RAP Tax has done more with fewer problems to the taxpayers than anything else and we have built great cultural things without raising taxes. Music groups are suffering due to You Tube, etc. OSU brought 3000 Iron County students to see *Caribbean Steel Drum*. The kids danced in the aisles. We provided buses for Beryl and Parowan students. Our goal is to provide the best music at a price parents can afford. It costs more to attend the movies than to attend our concerts. The Heritage received more back from OSU than we received from RAP Tax. We will receive \$35,000 in donations and grants excluding RAP funds. We have \$10,000 in ticket sales. We've had a one-time NEA Grant and we won't see that again for a

while, so we're requesting more from RAP. We are planning an exciting season. At our performances at St. Jude's, we showcase local talent. In Jubilo, Master Singers and CVHS Choirs partner with the orchestra. This year we will highlight classical pieces. In November, it is Wagner's 200 birthday. Then in December we will perform our 73<sup>rd</sup> Messiah. We will perform this for two nights, thanks to State Bank and the Leavitt Group. We have the Children's Jubilee which is music and hands on demonstrations marrying the arts, music, and science. We also put on the Halverson young people's concert. Thanks for your support in making Cedar the cultural mecca it has become.

Holly – On your profit and loss statement, what is the, printing and other category which is \$3,875?  
Sara – Sometimes we have to copy music and then we have to destroy the music later because it's not copyrighted. It is also for flyers, tickets, and administrative printing. We have found that having quality programs help us get grants.

### **RUBIK'S CUBE YOUTH SQUARE DANCERS:**

Pat Matthews – I am the director and a caller for the organization. Our organization has been in existence for four years. We were the first youth club in Utah and now there is one in Ogden. We are members of the Associated Square Dance Clubs of Utah. ASDCU supports us and is nonprofit. There has been a rich tradition of square-dancing here since the 1940's. The only youth competitions that currently exist are in California. We want to have one in Cedar City. Competition and we will have an all youth competition with adults from all over the state refereeing. We want a weekend event, so the dance will be on Friday; then we would have a free breakfast, workshops for the dancers, the dance and awards. Last March had a dance with 83 businesses donating and we expect them to do the same. We plan to advertise this event to the western states. The area restaurants and hotels will benefit. Cedar is known as the Festival City and this would be the newest festival. This could be great exposure for our city. We would ask the Mayor to come and welcome the dancers. We would offer twelve \$250 scholarships to make it worthwhile to come to the Festival. I love square dancing and it is a worthwhile, challenge to the brain, exercise, and teamwork it gives the dancers. If the community sees how fun it is, it will want to support our club.

Clare – Do you just have the two squares? Pat – There are two in our club which meets every week. Last year we went to the national convention in Seattle and I called for them. We met youth up there and found that the only competition is held in California and that gave me this idea. Joanne – When would you plan on holding this event? Pat – The first weekend in August next year. Joanne – There will be lots of time and money involved to put this on. Do you feel you have the resources to do this? Pat – I put on a dance each year we all get involved and everyone is excited. I have helped with the state festival in May and I know what work is involved. I have an in with this organization and they will help. Adrienne - Couldn't you be part of the Livestock Festival? I would think your event would fit in well there. Pat – We are in the parade each year. Joanne – I had the same thought. It seems like cooperation between your two groups could work. Chad – We were approached by the Hey Cedars square dance club. We just need to find a location that would work. Our festival can't get any bigger, as we have used up all our facilities. Holly – Where? Pat – At Gateway Academy and we have had dances at the Aquatic Center. We are looking for different location next year and would like to hold it in a barn.

### **UTAH SHAKESPEARE FESTIVAL:**

Scott – These are all great arts organizations. In the last years, RAP Tax funding has helped all of us and we hope we can all get it passed in November. Last March and April we had the first national production and had positive reviews. This has solidified the fact that the Festival can do wonders at the national level. This year we have a very rare opportunity with *Peter and the Starcatcher*. We have persuaded Disney to start this production in a regional theater setting. We are the only place in the world besides NY City where you can see this production. We want to see how it does and the head of Disney Theatrics will come out here this summer. The funding we get from the RAP Tax is so important.

The Festival has Cedar City's name attached to it and has been a successful marketing tool for Cedar City for 52 years. Our donor pool represents 38 states, a Canadian province and two territories. These are loyal patrons who invest in what we are doing here. We use the RAP Tax to support local populations with free activities. These include green shows, seminars, and the half-price ticket discount for Cedar City residents. It helps with educational programming in the schools, so that elementary school children can participate and so they can also learn to be an audience member. For the 2<sup>nd</sup> year in a row, the USF has received a five star rating from the Trip Advisor. We put on 260 performances in the community. We also have a touring program from January to April, which provides another 90 performances and helps in developing audiences and good citizens. There are so many things that we can do and we want to do more. The Festival has 300 volunteers and we couldn't do it without them. The hospitality here brings people back year after year.

Joanne – The Transient Room Tax was recently passed. How much will go to USF? Don - The amounts have not been established and there is no guarantee on what anyone will receive. It is based on organizations that bring people to community. Will this impact the amount that organizations get from RAP Tax? Probably. Nina – We don't know how much it will be this year. A maximum of 50% will go to support events that enhance tourism in Cedar City. We were clear to identify significant festivals like the USG and USF. Jyl – Thanks for your time and service.

#### **UTAH THEATRE FESTIVAL CORP. DBA NEIL SIMON FESTIVAL:**

Neil Smith – Richard Bugg was not able to make it today. This is our 11<sup>th</sup> season. Over the years have grown and then we have plateaued the last two years. Richard contacted SCORE, a group that works with new and existing businesses so we could see what we can do to grow the Festival. We reorganized and streamlined our operation, and the SCORE volunteers learned a lot about the theater. We have limited funds to market the Festival. The last three years we have taken a play to Park City and we think we could go up before the Festival to do this and give us northern market exposure. We had a nice week in Park City and received good reviews for *Lost in Yonkers*. We plan to go back to the Egyptian Theater this year and it is free marketing. We also get paid to do this as well.

As part of our new marketing strategy, we gave the Cedar City Interfaith Alliance 900 tickets for tonight's performance and we told them to sell them and keep the funds. They have sold virtually all of the tickets. We think we'll have a full house for the *Sunshine Boys* and we will give CAIFA the gift of being able to assist. We support the community and the community supports us. We've done lots of marketing and were interviewed yesterday on the radio. We have had our performers speak at the Rotary, and had some on the Forum. We have had lots of radio and TV time, as we were able to trade for air time. Any organization here that wants to talk about publicity can talk to us. It can be done.

We depend on the RAP Tax to make ends meet. We are hoping that with our new marketing, we can grow past that, but we are determined to stand on our own feet in near future. The Neil Simons Festival is never going to be the USF, but we can be a solid part of the theater experience in Iron County. Joanne – I see the funds requested are for general expenses. Neal – Yes. Richard is a one man show. I am amazed at what he's accomplished, virtually alone. Cedar City is wonderful and I love it here and love the arts. I wish everyone could get all they asked for.

Joanne – Are there any public remarks? Evan Ludwig – I am for the RAP Tax and also for our TRT. But these are still tax monies and the Council and the Commission has given out funds to support these organizations that have addressed us today. Some of the smaller ones should be considered. There is only so much money in the bushel basket, and that might require larger entities to get less. Cedar City has given a fortune to help the USF with their building and it seems like there's never enough. Last year we had one of the largest attendances for the Shakespeare Festival on record and I think we should cut back and help some of the smaller units. I have nothing against the USF, but how much tax money do they have a right to? Give funds to smaller groups and help them grow and be viable. Maybe have the USF gather money from tax payers and then have the City match the contributions. I think this should be addressed. This is still tax money and is not free money. You have an obligation to use it wisely.

Kent Myers – Thanks for all you have done. 62 years ago we moved here and what we love most is what you people are here for.

Sheridan Hansen – Many of these groups will die if RAP Tax dies. I would vote against RAP big time if it is earmarked for specific thing. It is important to the survival of these organizations and they will fail if the funds designated.

Joanne – We will meet a week from today and decide how to allocate the funds. The public is welcome to come and listen. For members of our committee, we can meet as a group of two or three and no more than that, since deliberations have to be public. Each member, please come up with your ideas and we'll tweak them next

Paul – I have a spreadsheet with a running total if you want to receive this. I'll email it to everyone.

#### **OTHER BUSINESS:**

#### **ADJOURN:**

The meeting adjourned at 11:59 a.m.

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Barbara Barrick  
Executive Secretary

**Cedar City Arts RAP Tax Advisory  
Committee Action Meeting  
July 17, 2013**

**PRESENT:** Board Members: Joanne Brattain, Holly Barrick, Clair Morris, Adrienne Tawa, Nina Barnes, Myron Armstrong, Sue Jones, Don Marchant, City Attorney Paul Bittmenn, Executive Secretary Barbara Barrick.

**OTHERS:** Nina Barnes, Kathy Wentz, Sara Penny, John Black, Jarrod Bray, Evan Turner, Harold Shirley, Sterling Young, Rachel Bishop, Pat Matthews, Denise Demille, Wendy Andersen, Natalie Bushnell, Sara Penny, Carol Ann Modesitt.

**EXCUSED:** Clair Morris.

**CALL TO ORDER:** Joanne called the meeting to order at 10 a.m. Joanne - I would like to thank Council Members Don and Nina for participating. It will bridge the gap we had last year. We thought it strange that the amount to be allocated was the same as last year, and wondered if there was an error and if the Recreation amount was same as last year. Paul B – Yes. Parks and Recreation is the same. I can't answer the other question; the Finance Director would have to do that. Our revenues have been flat and I'm not sure why he budgeted the same amount for this year. Joanne – If it is an oversight, we need to follow up. Myron and I made the assumption that USF wouldn't get funds from TRT and that is why we came to the conclusions we did. Nina – I don't know that we have a figure to count on this year from the TRT. I think USF would and should get some and so does City Council. Don – Council was late in voting on this so it delayed our getting the funds. It won't be until October or November. We have anticipated from last year's figures that the amount would be 70 to 80 thousand, but there is nothing definitive allotted to USF or USG. The formula was 50% of the anticipated TRT would be for event support, and 40% for marketing and recruitment. We would leave 10% in reserve. It is anticipated that there will be some funds this year, but it will be far less than next year. I think we should include it in. Joanne – Using the example you just gave, USF would get about \$10,000? Is this on the calendar or fiscal year? Paul B – Fiscal. We would budget October through the end of June. The income tends to lag behind the fiscal quarter. Adrienne - So the funds won't go into the operating budget? Joanne – most of these organizations work on a calendar year budget. Let's talk about our recommendations.

**DISCUSSION AND VOTE ON RAP TAX RECOMMENDATIONS:**

Sue's recommendations:

Braithwaite – There is a lot going on with the gallery and lots of fund raising going on. They have asked for \$3,000 and my recommendation is \$1800. With SUMA coming along, I don't think they need as much.

Cedar City Arts Council – Recommend \$3,000

Children's Musical Theater – I recommend \$1000 this year. They are new and I think we should give them a year to observe their progress.

Junior Ballet – This is a great program and they work hard and provide a good cultural outlet. I feel they are deserving of a higher amount and recommend \$6500.

CCMA – They bring many tourists into Cedar - \$9400.

Livestock Festival – This is the same thing, this draws people into Cedar City - \$8000.

Cedar Valley Community Theater – They are struggling to get along, but are doing great things and they are a good, viable, uplifting organization - \$9000

In Jubilo – I know what music costs and they need some help - \$2000

Master Singers – Same thing as In Jubilo, they need music and put on four programs a year - \$3500

OSU – The fact that a community of our size has a symphony orchestra is a feather in our cap - \$10,044

Rubik's Cube – \$0. Their representative talked about their future plans, but I have doubts.

USF – All of us know their benefit to the community - \$65500

NSF – I am hoping for the best for them and we'll see how it goes - \$18500

Holly's recommendations (see exhibit for amounts):

Braithwaite – I'm excited about their program.

CCAC – This amount is not set in stone. I would be flexible on this.

CCCMT – I have no involvement with this organization, but I have my ear to the ground with young children. You can't put a price tag on this and it is all volunteer labor.

Ballet – They serve around 40 vs. maybe another organization that serves some more kids. My mind is on the children and they don't serve as many. With their fees, it made me think we shouldn't pay their travel expenses.

CCMA – I'm impressed with their low ticket prices. They have an interesting season planned and I'm excited to get my first season tickets. They are a functioning group and need funding.

Livestock Festival – I am impressed with what they do. They bring in many people to the community. I suggest that if they collaborated with the Rubik's Cube dancers, I would allocate \$1,000 more to them.

CV Community Theater – They are struggling, but had a great first year. They are going from one show to three shows. I gave more than CCCMT because of their plans to have three shows. We look at 100's of adults in Cedar City attending and last year there were over 100 children involved. We did use SUU students, but only two dozen.

In Jubilo – With the Choral Festival they are planning and the fact that they are established, I think we need to give them enough to do that.

USF – I didn't take into consideration the TRT in my recommendation for the Festival. I support what they do, but my suggested amount is lower than the other committee members at \$40,744. I don't think gift certificates, etc. should be funded by the RAP Tax. What they give to the community, I think they are getting back. If we award them less, other groups can get more funding and I feel they need it more.

NSF – This has been going on for 10 years and audience hasn't grown as much as anticipated. I don't know how many years the RAP Tax can continue to fund at higher level. This year they gave tickets to the Interfaith Alliance which is a good idea. I think to show them good faith I would like to give them a last push.

Master Singers – They put on more on more concerts than In Jubilo.

OSU – They support all these groups.

Rubik's – I would like to see this group grow and see if the number of people they are affecting is great enough to give more next year. They have gone through a lot of effort.

Adrienne's recommendations:

We want to make our community a place that is culturally rich. My opinion is I can add my commitment to culture in the community by promoting outreach and educational opportunities and the commitment to high quality arts. In my suggestions, I have asked myself does the group have a clear vision and some teeth or traction so it will keep going. Along those lines, I am recommending:

Braithwaite - \$2,000

CAC - \$ 2000 So it can get going again.

CC Children's Musical Theater - \$ 3,000. They need to think about whom they serve and have a clear mission. I don't think everybody volunteering is promoting the arts as a business.

Ballet - \$5000

CCAC - \$12,000

Livestock - \$8,000. Are they an arts group? Joanne – It is cultural. Adrienne – I'm impressed with the teeth it has.

Cedar Valley Community Theater - \$4,000

In Jubilo - \$3,000

Master Singers - \$4,000 They want to go out into other communities and show what Cedar has.

OSU - \$10,000

Rubik's Cube – \$0 – I don't feel they have a clear mission. They need teeth and they need to solidify their goals.

USF – \$69,000 I feel they are so important and have been the absolute standard of what I am talking about. This is Broadway quality, world class theater right here in our community. I know our population can't afford world class ticket prices. It is the goose that laid the golden egg.

NSF – I'm glad they have a new mission - \$16,000.

Don Marchant's recommendations:

I took a generic approach. My whole experience was last year when we tried to second guess when we approached by this group at Council. I appreciate the attitude of the arts people. They have a class act as far as supporting each other and helping each other along. I commend this group and I'm glad to be associated with it.

I did it by numbers and figured that trying to reach the goal of \$138, 244. In looking at the total of the requests I realized it was 40% more than we had to give. So I cut 40% out of each request (see exhibit).

Some things stood out. Such as the Master Singers. I love what they do. My dad was in the original group. But In Jubilo provides their own dresses and they pay to be members. Master Singers buys white jackets and it rubs me the wrong way. If you want to be member, buy your own. Adrienne – It is hard to get male singers. Male and female choral groups are two different animals.

Don – Then on Rubik's Cube, I gave an arbitrary figure of \$3,000 but it is my one big question. It is open to discussion. On the USF – I anticipated the funds from the TRT, so I went with 48,000 I think TRT will be \$12,000 so ultimately the Festival would receive \$60,000. That is a negotiated figure and we can play with it

NSF – I allocated \$21,000. There has been discussion about where they were going and what they were going to do. They have done a critical analysis of themselves and have a business plan. *Driving Miss Daisy* was great last year.

Myron – I started off the same as you Don, and cut the numbers by 40%. Then I began to look at those organizations that may be a little self-gratifying and then I massaged the numbers. Joanne – We looked at what organizations are economic engines for Cedar City and the USF, NSF, and Livestock Festival bring in many more people. The others are worthy. We looked at how many are involved and how many are served.

Myron and Joanne's recommendations:

Braithwaite – \$1800. They are a worthy organization and will serve 50 students. It's great they are expanding to JHS and HS

CCAC - \$3500. It is exciting that they are rejuvenating. Maybe they could charge a nominal fee for their socials

CCCMT - \$6000

Ballet - \$6000

Livestock - \$10000. It is amazing how so many people from other places come in to this festival. It is wonderful how it celebrates local heritage.

CCMA – \$9000. They present great programming and also take artists into the schools and that is an important component.

Cedar Valley Community Theatre - \$6000 – It is serving a large population.

In Jubilo - \$2400

Master Singers - \$2400. They are finding other funding sources and taking our advice from last year.

NSF – \$20,000

OSU - \$9000

Rubik's Cube – \$2000. We want to help organizations get on their feet, but they need to develop teeth.

USF - \$60,144 unsure about how affected by the TRT.

Don – Myron, you and I based figures on requests and they are an interesting thing. You ask for more than you think you are going to get. Based on 40% those figures are subject to negotiation. Joanne – All are open for that. Joanne – The factor that will be most important is how much we give to USF. I feel strongly that USF needs to be whole. They are an economic engine. They add 35 million a year to the local economy and they do outreach in the schools. Do you feel like the TRT number 10 to 12 thousand is realistic? Adrienne – We are not talking about this year, it will be next year. The Shakespeare Festival is on a calendar year. Don – The amounts are only going to get better. The USF in the future will be more impacted with TRT than with the RAP Tax. That will leave us with more RAP Tax to distribute in the future, which will bring more groups. I am supportive of the USF. I agree we don't kill goose that lays golden egg.

Holly – We don't want to kill it but what is \$20,000 to them as opposed to \$2,000 for others. I'm not trying to slap them in the face and the Festival is very important. But I am concerned about the personal enrichment of our citizens.

Joanne – Let's look at discrepancies in our proposals. We have a range on the USF from 40 to 70 thousand.

Rubik's Cube – Range is \$3,000 to 0.

OSU, Master Singers, In Jubilo, CCAC, and Braithwaite – All are close.

Community Theater – Range from 4 to 13,000.

Livestock Festival – Range from 8 to 13,000.

CCMA - 8 to 12,000.

Junior Ballet – Ranges from 4 to 9500.

Cedar City Children's' Musical Theatre – Range from 1,000 to 8,000

Let's agree on number for USF and go from there. Discussion.

Joanne - \$55,000? Holly – I am comfortable with that. Myron – How about \$55,144, so we don't mess around with \$144 later on.

Holly – Are we looking at our own personal motives and mission or are we looking at the people who are spending the money and the people this money should be supporting. I think we need to not always be old school. Adrienne – So that would be a \$12,000 reduction from last year. I want to be in the trenches in the arts, but I also recognize the enhancement and overall picture that USF creates in the community. Sets the standard and allows us to grow. The funds given don't keep us from growing fertilizes

Evan Turner – How does the TRT affect us? Will they be allocated and paid out each quarter? Don – When we collect them is one thing, when we get them from the state can be in another quarter. Paul B – Usually we receive the funds in the next quarter, but sometimes not. We don't know where it will go and Council could take the option like they did with RAP tax the first year. It was the 2<sup>nd</sup> quarter of the year when it was voted in, so the revenues of that year were sat on for six months. And that could be an option in this case as well. Don – I was premature in bringing the TRT into the discussion. For this group, the TRT is probably off the table. Nina – I'm glad John is here too. Part of the TRT was to solve some of these problems. The City will subsidize economic driven festivals and we have identified USG and USF among those groups. Sue – But this is down the road and doesn't impact us today. Myron – In that case I think we should allocate \$60,144 for the Shakespeare Festival. All agree except Holly who thinks \$40,000 is sufficient.

**BRAITHWAITE FINE ARTS GALLERY:**

\$1800 – All agree.

**CEDAR CITY ARTS COUNCIL:**

Range of suggestions is \$4500 to 2000.

Jarrold – I am a professional artist and I teach and work at the Shakespeare Festival. I am concerned. These funds support half price tickets, and my feeling is that students in the Greenshow are interns and already employed by USF. They already receive outreach educational grant funding. In theater educational outreach is usually the most funded. Myron - What is your point? Jarrold – I feel like this money should help develop the arts landscape. I think the Festival is great, but they are solid. If they don't get this funding, it won't affect them and they will be able to find it elsewhere. They are nationally funded and have the ability to get other funding unlike the others. Look at how you are funding these. I think \$1,000 on every other line there will have more impact. Joanne – We've not made a final decision. Holly – All of my numbers are based on \$60000 to USF. I suggest \$2,000. Sue – I think it should be \$2500. Myron agrees.

Adrienne – The big number is the \$60,000. Let's stay with \$3500 and see if there is other play we can use. Let's stay with Myron and Joanne's column and see if we have other changes. Joanne – Other than USF, what should be moved around? Holly – If we're going to start taking away funds let's take away \$400 from In Jubilo and Master Singers. They won't get their Choral festival and won't be able to buy as much music but they will still function. Add to Cedar Community Theater because of their three productions or the Children's theater, and more to OSU. \$300 to Theaters and \$200 to OSU is my suggestion.

Joanne – What other suggestions? We are \$1,000 off. Don – Let's take a look at Rubik's Cube. I was high and I would be willing to go down.

Adrienne – I said no seed money and so did Sue. I think \$2,000 is high for Rubik's.

Holly – I am comfortable with \$500. Myron – I agree. I think that Rubik's is self-gratifying, meaning that it is more personal in involvement than some of the educational facilities. Holly – I would like to see them grow. I don't know if I agree with self-gratifying.

All agree to fund Rubik's Cube at \$500.

Joanne – We have \$2500 that is unaccounted for. Don – The Master Singers and In Jubilo are trying to promote their own organizations which I applaud. They both serve a good cross section of our community. Put them both at \$2500 again.

Adrienne – Women buy their own gowns and men don't buy their jackets. I'm a choir director and have men's and women's choirs. They are very different. Tuxes are hugely expensive. I don't make my guys buy their jackets, but the women buy their gowns. The women own the gown and the recruitment aspect is so different. There is something very powerful about a men's choir that has ability to attract everyone to it. But women's voices beautiful. They all have different needs. Master Singers has the outreach and have different recruiting, so I think they should get more. Sue agrees.

Holly – We are trying to get men involved in other organizations too. To me, look at the Community Theater which is putting on three shows a year. This would involve many community members.

Adrienne – I want to see group get teeth. Holly – What do you mean by teeth? Adrienne – Is it more work than it's worth? It is conflicting with other programs in public schools or is it a complement. Does it serve a community need? Holly – We didn't pull from St. George. We had helpers from Parowan and New Harmony. Adrienne – I went to see *Hello Dolly* and thought this is so much work, but didn't recognize the actors.

Joanne – So we have a difference of opinion and we're not going to agree on everything?

Adrienne – How about giving the Master Singers \$3500. Sue – I would be okay for three thousand. Myron, Holly, Joanne comfortable with \$3000.

Joanne – Okay, we have \$1,000 left. Adrienne – Let's give that to OSU- All agree.

Sue – People that I know that find out that a town this size has their own symphony orchestra are amazed. Cedar City is an arts dedicated town and it has had a good impact on the community. Joanne – How about another \$1000 to CCMA because of their school outreach programs. Adrienne – We could take away some of the \$20,000 to NSF and play with it. My recommendation is to take \$4,000 out of that one and spread it out to others. Like Holly says this should be for everyday people who want to do their own arts stuff. Joanne – Could we take it out of USF? I am a fan of USF, but think we might do that in the spirit of helping the community. The Neil Simon Festival is struggling. My opinion is they are trying to right the ship and I would like them to have a year to do that. Next year the RAP Board can look and see if the funds helped. We need to give them a shot in the arm. Taking funds away from the

USF would be less painful for them than it would for the NSF. Holly – I agree, but I do like the extra money to OSU.

Joanne – How about if we add \$500 each in CCMA and OSU

Joanne – We could take \$5,000 out of USF's allotment. Myron – You're killing the Goose again.

Adrienne – Regarding the Neil Simon, part of me feels like I don't want to give it a shot in the arm if the patient is dying. I feel frustrated going to performances and never feeling like the quality was very good. Nothing else can get in the Heritage while NSF is there on their stage, and it is frustrating to other arts groups in the community. I'm still not sure what their mission is, and I'm not sure they bring people into the community. How about \$4,000 out of NSF?

Don – I think we can resuscitate the patient. Joanne – We need to let them know they need to fish or cut bait. It's a good message. So are we back to taking some out of the USF to spread around? Myron and Sue are happy with the current numbers.

Adrienne – What about \$1,000 from the Livestock Festival, because they are resource rich, but deserving. Take that \$1000 and split between CCMA and OSU.

Holly – I'd like to split among three to four organizations. I'm not sure about the Ballet at \$6,000.

Maybe we should give them less because they only put on one event a year. I am wondering about their impact on the community vs. other organizations. Joanne – We've trimmed both the Livestock Festival and the Ballet. Are we okay with taking \$1000 out of the Livestock Festival? Myron is not. Holly can we put \$1,000 among three groups? For me I would give some to OSU and split the other funds: \$250 for Musical Theater and Cedar Valley Community theater. Joanne – \$300 to OSU; \$250 community; \$250 musical theater. That leaves \$200 to put into Cedar City Arts Council.

Holly – Does the Ballet need the \$6000? Is this the right amount for this organization? Joanne – They wanted to fund a male dancer and we've sliced that out of there. They need money for costumes and sets.

Don – I think we have a good balance. We don't want to minutiae it to death. Nina – We're all scared about RAP Tax and how precious it is to our community. We share a quality of life vision for Cedar City and all could potentially have a great loss. All the groups have compromised. If the RAP Tax goes away, and I look at Arts Council to promote the Arts. I don't want the socials but the group gives the community a valuable mechanism if we lose the RAP Tax. Joanne – The Arts Council is having a big membership drive. Motion to approve the numbers by Sue. Second by Myron. (See exhibit). All members voted AYE, except Holly who voted NAY. Motion passed.

Paul B – I'm not sure when Council will vote, but it will be in August sometime.

Sara – August 7 is also the day the resolution for the RAP Tax is on the Council agenda, see me if you are in favor.

Myron – I think the Council should approve the RAP Tax and should give a higher percentage. Paul B – The Council can't go over the cap set by the state.

John – I want to let you all know that what the City Council put the Board through last year was not intentional. We didn't know our jobs yet. We have many different groups, and we are willing to sit down and talk and plan and put first what is best for Cedar City. I only have one vote on the Council, but I don't see that any of your recommendations will meet with any obstacles.

**ADJOURN:**

Myron moved to adjourn. Second by Adrienne. Vote unanimous to adjourn. The meeting adjourned at 11:37 a.m.

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Barbara Barrick  
Executive Secretary

**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.



CEDAR CITY COUNCIL  
WORK AGENDA ITEMS IV - 4  
DECISION PAPER

**TO:** Mayor and City Council

**FROM:** Paul Bittmenn

**DATE:** August 16, 2013

**SUBJECT:** Fiscal year 2013 - 2014 RAP tax allocations (Parks and Recreation).

**DISCUSSION:**

Attached to this decision paper are the following:

1. A history of parks and recreation RAP tax allocations.
2. The recommendations of the parks and recreation RAP tax advisory committee.
3. The minutes from the arts RAP tax advisory committee.
4. A form agreement.

The history of art RAP tax allocations is for your information as you consider your decision.

The second document is the recommendations from the advisory committee. This document also contains information related to the original request from each organization, the total requests this year, and the total amount budgeted. With the parks and recreation recommendations there are 2 recommendations that require additional discussion; Friends of Festival Country K9, and YETI (ice rink).

The Friends of Festival Country K9s requested money to purchase flyball equipment. By ordinance the equipment purchased with RAP tax funds has to be publically owned recreational equipment. So the recommendation was to have the City purchase and own the equipment and then enter a lease agreement with Friends of Festival Country K9s for the storage and use of the equipment. A draft lease has been sent to Friends of Festival Country K9. As of the date of this decision paper I have not received feedback on the proposed lease. If you would like to approve the RAP tax allocation subject to executing the lease agreement that would be fine. The lease will have to come before the council for approval.

YETI is the group wanting to start an ice rink. The advisory board recommended allocating \$40,000.00 toward upgrading the power at the Cross Hollow Arena and \$53,815.00 for other improvements necessary for the ice arena such as base sand, lights, or sound system. All of the allocations to YETI were contingent upon a contract with the City or the funds would be reallocated by the City Council with the recommendation that they go to leisure services. Since the RAP tax advisory committee meetings there have been many other changes to the project. On the Council agenda tonight the Council will take a vote on whether or not to locate the ice rink

at the aquatic center. Staff will use this information and produce an agreement for YETI to consider. The agreement will have to come to the Council for approval. The amount of RAP tax money needed may be different with the ice rink located at the Aquatic Center as opposed to the Cross Hollow arena. The Council may want to consider appropriating the recommended \$93,815.00 toward YETI with the condition that the final project specific amounts come back to the Council and funds not needed for YETI to be reallocated by the Council to Leisure services for projects to be approved by the Council.

The draft minutes from the work and action meetings are for your reference. They have not been reviewed and approved by the advisory committees.

The form agreement needs your approval so that once the council approves allocations staff can fill in the blanks and the Mayor can sign the agreements.

The allocations to outside groups will be sent according to City ordinance. The first portion will be sent once the contract is signed and returned. The second portion will be sent once the organization has sent an accounting showing how the money has been spent. The allocations for leisure services, trails, Friends of Festival Country K9 and YETI will be managed in house through Leisure Services, Finance, and if appropriate engineering.

In your action meeting please approve allocations and the form agreement. If there are contingencies on the allocations such as YETI, please be specific in your motion. Thank you.

If there is more information you need please ask.

Parks & Rec RAP Tax Awards to Date

	FY07-08	FY08-09	FY09-10	FY10-11	FY11-12	FY12-13	Org Total	
AYSO						\$ 18,000	\$ 18,000	
Cedar Leisure Services							\$ 35,000	
	SB Fields \$ 35,000						\$ 60,000	
	Bicentennial \$ 60,000						\$ 400,130	
	New Ball Field \$ 175,130	\$ 225,000					\$ 227,000	
	Reservoir	\$ 50,000			\$ 177,000		\$ 362,744	
	Aquatic Center FF & E	\$ 50,000	\$ 150,738	\$ 162,006			\$ 2,186	
	Portable Race Clock	\$ 2,186					\$ 172,833	
	Golf Course			\$ 100,000			\$ 75,000	
	Trails				\$ 75,000			
	Main Street Park					\$ 205,188	\$ 205,188	
Easton Weaver - Eagle Scout Healthy Iron County			\$ 15,000	\$ 12,000			\$ 39,000	
Iron Mission					\$ 16,000		\$ 45,300	
Lions Club	\$ 5,000				\$ 4,195		\$ 5,000	
Rotary	\$ 25,000	\$ 42,500	\$ 5,000		\$ 4,000		\$ 76,500	
Southwest Wildlife Foundation					\$ 7,500	\$ 8,000	\$ 15,500	
Year Total	\$ 300,130	\$ 384,686	\$ 267,738	\$ 292,006	\$ 265,528	\$ 276,488	\$ 1,786,576	
TOTAL Leisure Services							\$ 1,540,081	

# 2013 PARKS AND RECREATION RAP TAX ACTION MEETING RECOMMENDATIONS

<u>NAME OF APPLICANT</u>	Amount requested	Total recommended
Cedar City Trails Commission	80,000	75,000
**Friends of Festival Country K9	5,000	5,000
Iron Mission	1,350	1,350
Leisure Services	282,000	
Fountain (\$165,000)		
East Canyon playground (\$42,000)		42,000
Canyon fields playground (\$35,000)		35,000
parking lot improvements removed (\$40,000)		
Paite Indian Tribe	24,323	24,323
***YETI	97500 ??	40,000
***YETI		53,815
<b>*total amount budgeted</b>		<b>276,488</b>
<b>*total amount requested</b>		<b>490,173</b>

\*\* recommended allocation is contingent upon the negotiation of a contract between FFCK9 and Cedar City.  
 If no contract money to revert to leisure services.

\*\*\* possible upgrade to X-hollow arena power \$40,000 with remainder of \$53,488 for other appropriate  
 YETI related RAP tax purposes for a total of \$93,488.00.  
 All funds contingent upon contracting with Cedar City or money is reallocated to leiaure services.

**Cedar City Parks and Recreation RAP Tax Advisory Committee  
Work Meeting  
July 10, 2013**

The Cedar City Parks and Recreation RAP Tax Advisory Committee held its work meeting on Wednesday, July 10, 2013 at 1:00 p.m., in the City Council Chambers, 10 North Main Street, Cedar City, Utah.

**PRESENT:**

Board Members: David Louthan, Anita Bunker, Sherene Carter, Vickie Christian, Nina Barnes, Ricky Mendini, City Attorney Paul Bittmenn, Executive Secretary Barbara Barrick.

**OTHERS:** Krista Staheli, Kaizer Staheli, Dallin Staheli, Kerry Fain, Luke Fain, Bo Fain, Miles Fain, Melissa Cantrell, Ben Davison, Bruce Barclay, Natalee Elliott, Alissa Elliott, Diana Elliott, Jessie Jones, Waylon Jones, Duncan Jones, Levi Jones, Shari Rudd, Charmaine Hansen, Alyssa Joli, Jared Youngman, Fred Wilner, Chad Fain, Nick Jones, Holly Hadley, Calvin Hadley, James Jordan, Jamie Knight, Gari Lafferty, Todd Prince, Paula Mitchell, Valantinus Parashants, Sandi Levy, Dane O. Leavitt, Justin Stein, Sara Penny, Kristen Daniel, Lawrence Daniel, Donna Martineau, Austin Therda, Jason Dozier, True Garant, Harry Brown, Julie LeBaron, Edith Mackay, Josh Huntsman, Kim Ritz, Bruce Gil, Janet Borg, Lynne Brown, Lisa Pedersen, Diane Gil, Marilyn Kidwell, Paul White, Angelica Teter, Wally Davis, Dan Rodgerson, Kendall Staheli, Logan Staheli, Bryson Staheli, Dave Staheli, J. Dennis Norton, Brandon Hunter.

**CALL TO ORDER:** Paul called the meeting to order at 1 p.m. Paul - The Parks and Recreation RAP Tax is budgeted at \$276,488. The requests are for \$485,862. Each year the requests are larger than the budged amount. Council wants to be more involved with the RAP Tax Boards this year, so Mrs. Barnes is here and will be appointed formally to the Board this evening at the City Council meeting. Ricky nominated David to serve as Chair, second by Sherene. Vote unanimous.

**WELCOME, INTRODUCTIONS AND CONFLICT DISCLOSURE:**

David – I have been on the Committee for four or five years. Vickie Christian - I was on the Committee last year as a substitute. Sherene – I have been on the committee since the start. Nina – I have been appointed to represent the City Council. Anita Bunker – I have lived in Cedar City for 12 years, and have been on the Board for three. Ricky has been on this Board for six years.

**PRESENTATIONS**

**CEDAR CITY TRAILS COMMISSION:**

Ben Davidson – Our application is for \$80,000 to complete phase two of the east bench trail. Phase one is completed from the red water tank on 300 East to Canyon Park. We've been able to purchase the property and estimate the amount to complete it is \$462,560. We need to cross the Squaw Cave wash and that will require two bridges. \$221,850 is what was approved in the City

budget. We have applied for a grant of \$80,000 with the state parks. The project will be fairly expensive with the two bridges costing 70 to 80,000 each. We have utilized city crews in doing ground work prep and we saved money on phase one. Hopefully we can do this for phase two as well. Included in your packets are maps of the trails and priority list. David – Please point out section of trail on the exhibit that you are referencing. Ben – If we can complete the entire trail hikers can get on the trail at Bicentennial Park and go all the way to the Equestrian Center. Anita – If you get the \$80,000 how much can you complete this year? Ben – It will be just partially completed. We will do as much as we possibly can, but without the full amount we can't complete it. We won't find out about state grant money until September. David – Would this be enough to have the trail done in road base and so that it's passable? Ben – Probably, we but need the bridges. Paul White – How deep are the washes? Ben – 35 feet deep.

### **FRIENDS OF FESTIVAL COUNTRY K-9's:**

Janet Borg – Thank you for taking time out of your day for this meeting. I was working at SUU and when I came here I came out to a dog social with the friends of Festival Country K-9's and felt very welcomed in the community. Dog owners are so friendly. It is important to me what this group is doing. We all gravitate toward the things that help us build our community and we all love dogs. Our group has received our non-profit status during the last 16 months and held more than two dozen socialization activities. We also have K-9 good citizen classes. We have had more than 10 events to bringing dogs and their owners come together. We recently hosted a fly-ball tournament. Many people were drawn into town for that. We have also re-united about 50 lost dogs with their owners. This group is about recreation, but it is also about solving problems with neighbors and the City. A neglected dog in a backyard is not a good neighbor. Our group teaches owners and dogs how to act in a socially responsible way. A recent example of this is a family who adopted a boxer who had been in a kennel all her life, so she was quite aggressive. These owners took obedience classes which taught her to be a non-aggressive dog. Our group changed this family's life. This could not have happened without our group. We are requesting \$5000 to purchase equipment for agility, obedience, and fly ball training. Part of Phase two in our plan is about getting equipment that we can use every weekend in Cedar City's recreation areas. Phase three is long term thinking to get a place to do this. We want a long term relationship with Cedar City and Leisure Services.

We have proposed two options. First would be that the City owns and maintains the equipment. Our amended application proposes that the City purchases the equipment and leases it to our group with a lease agreement, and then Friends of Festival Country K-9's manages and maintains the equipment. Ideally, either way, we develop a long term relationship with Cedar City. Either way, our group would purchase a trailer to house the equipment. This asset will have a real value to the City, dogs, people and families. Our approach is time tested. Other communities have this same model and have learned to value this resource. There is no hidden agenda here. We want a designated park in the future. Thanks again for your consideration of the application. It is worth considering.

David – Are either of those options out of the bounds of the ordinance? Paul – The ordinance reads that the assets must be publically owned or operated. It gives a wide array of examples, but they have to be publically owned. In the original application, the equipment was privately

owned. That was amended to the City owns the equipment, and it is leased back to these folks. This would run into the same problems as the ice rink, because neither is publically owned and we don't have a contract. The City gets the choice to say yes or no, even if the funds are allocated to these groups by this committee. There are lots of Recreation applications and the funds are supposed to go to recreational facilities. So is it equipment or a facility? Last year funds were allocated for a playground and kayaks. I encourage the Board to define facilities and equipment or start moving back to facilities only. Anita – Facilities don't always have to be a building. They may be on wheels, but it is the same as the soccer equipment and nets we funded last year. The question was if the City has a place to store it. Janet – This trailer would be kept at a member's home and the City would check on the equipment periodically. Ricky – Have you talked with Leisure Services about this? Janet – They are supportive. We reserve the parks for our events. Paul White – I've heard that state's version of RAP Tax is more open. I suggest amending City's to match the state's version. Paul B – State law said spend the funds on recreational facilities. The City followed how the state statute was written. Then the state auditor found that some of the funds were spent on O & M, so the state changed the statute to include that. But Cedar City didn't change ours. Sherene – We need to know where the City stands and if the funds need to go to them first. David – We can discuss this next week and recommend any changes to go to Council. Nina – I think that we want input from Board and not have their recommendations skewed by what Council wants.

#### **IRON MISSION MUSEUM FOUNDATION:**

Todd Prince – We are making changes to the park with the caboose and shovel. These are legacies of Iron County and Cedar City. We have had \$100,000 donated in labor and equipment to bring these in. We also spent \$25,000 putting landscaping, stairs into the shovel, etc. We have exhausted the funds for the project and we are missing the last part which would be the fabrication and installation of signs. I have a draft of the program for the dedication scheduled for September 7. If we are granted the funds and they are not available before that date, we can dip into other monies and the reimburse them.

#### **CEDAR CITY LEISURE SERVICES:**

Dan Rodgers – I am the Leisure Services Director. Thanks to all of you for volunteering your time. These are hard decisions with all the great projects. With the changes in the Main Street Park, the whole dynamic has changed. We have placed sod where the old Rec building was, and installed a decorative fence on 200 North. We have the new playground and decorative benches around the playground. I'm excited to see new life breathed into the Park. We have been working on the Park master plan. I included this in your packet. We are looking at Main Street Park as a key to economic development in the community, assisting with travel and tourism. We want the downtown to flow to the park and have it all work together. Second North and Main Street calls for a decorative fountain to catch the eye of tourists. It will be tucked into the park enough so children don't run into the road. This would be a gathering area with Wi-Fi, and would be a focal part of the community. The costs are variable. We don't want to spend too much time on the design if the Board is not going to approve. This was recommended by a citizen board which is appointed by the Mayor. City Engineers estimate that it would be 96 to 97 thousand dollars for the entire project. The community would like an interactive fountain to play in, not just to look at. It would cost \$165,000 to make the fountain interactive. There is not only

a dramatic difference in cost, but also in the usage of the fountain. The long term maintenance cost is nominal on a regular fountain. It would cost \$3500 to \$5500 year to operate. But if we make it interactive, there would be significantly more maintenance costs. I am excited to move forward and will work with whatever budget we have to develop it. Sherene – An interactive fountain would be better for the City. St. George has one and it's constantly being used. I would like to see something like this. Anita – Why is there a difference in the interactive fountain costs? Dan – Like swimming pool water, it must be sanitized and checked. It depends on how many months the fountains are in operation, but the interactive option would be three times the costs of a regular fountain. Anita – Doesn't the City already have one outside the City Office? Dan – It is not in the best location and is smaller than what we are proposing. Nina – Isn't this a splash pad? Dan – The intent for the corner of Main and 200 North is professional and poised, not the same idea as a colorful splash pad.

David – You've requested more than we have to give. What is your priority? Dan – The requests are listed by priority in your packets. David – Why did you select these priorities? Dan – We have master planned this park and Council has bought off on the master plan. The other priorities are safety oriented. Paul W – I wanted to have a wheelchair accessible swing set. Is this in the master plan? Dan – We should have one, but it would be inexpensive. The challenge is safety for non-wheelchair using children, but we could design something that would be safe. Nina – We do have the one at Park Discovery. Dan – At East Canyon Park, we want replace the old playground. Canyon Fields at Veteran's Park needs a playground for the siblings of the ball players. We have had many requests from moms and dads and tourists for this improvement.

Patrick Fletcher – What is Park Discovery going to look like in 10 years? Would a new fountain be placed above fixing our damaged and neglected areas? Dan – I'm excited that people care about Parks and Rec. I walk through Park Discovery every two weeks and I give a list of problems to Wally. He repairs the items within the next two weeks. This is funded through our operating budget.

Main Street Park is huge for events, Groove Fest, Renaissance Faire, etc. The City bought property for parking and will put in 50 parking spots on First East, right across from new playground. This is not too exciting, but it will be great for those coming to events. David – It is currently usable for parking? Dan – Yes, it currently has road base. We need funds to pave it.

### **PAIUTE INDIAN TRIBE:**

Dane Leavitt – I am a member of the Paiute History and Language Committee. Gari Lafferty is Chair of the Paiute Tribe of Utah. Others were introduced. Dane – This is a joint activity of the Tribe, SUU, State Parks, and others. One project is an educational monument to inform people of Paiute history. 10,000 of the Paiute people lived in this area in family bands. Five bands remain with a total of 900 people. In the 1980's the Tribe received tribal status again. People here are unaware of this history. We have proposed monument in front of the Cedar City Library. This has been approved by the City Council and the Tribal Council. The agreement says the City will own the monument and this group will put it together with plans approved by the City. The cost is considerably more than the amount requested. We will continue with it through volunteer labor. Gari – We're glad to be here. This would be great for the Paiute people

and the City and it would be appreciated. Dane – Overall cost of the monument would be double or triple the amount we have requested which is \$24,323. The amount requested is for materials. We are hoping for more cash donations and in-kind donations. This is our initial effort at fund raising. Any help would be appreciated.

**YETI:**

Dallin Staheli – I am handing out an amendment which addresses some of your concerns with our initial application. We hope to have them resolved. A few years ago, my brothers and I filled a small pond in the back of our property and made a rink. It has become very popular. There have been church activities and other activities and it has grown and grown. Last year we had so many people asking about the rink that we decided that we would open it to the community. That is where YETI came into play. We told them that they could come and use it for a few nights. We had group skating and learning to skate and it was successful. We tried to get people to sign waivers and we got around 1000 waivers signed and many slipped through the cracks, so we're not sure how many people have used the rink, but we think 800 to 1000 a month visited during the time that it was open. It is hard to get to the property, so we know that everyone wants it. This is a grass roots movement and it will benefit the community as a whole. We have proven it this last year. The goal is to build upon what we have started and we need to accommodate more people. We need two things to progress, and one is a good location. A suitable site is at Diamond Z Arena. It would be turn key to plug in and go. This would be a prime location and a good use of the property in the winter. The other thing that we need is refrigeration. This would allow the rink to operate for five months of the year and with consistent hours.

The RAP Tax funds would be used to purchase a chiller. The piping system holding the coolant would be under the floor. We would need a rubber floor and some lighting. After that YETI will take over. Cedar City will own the equipment. Ashdown will donate the labor to prepare the site. We have donations and commitment. We have rental skates, the perimeter of the rink, and youth hockey equipment. And we have commitments for donations for other equipment. We have volunteers to staff the rink. We have an ice rink specialist who will donate his time and services to set up the refrigeration equipment. The RAP Tax is only for the construction of the rink. All of the O and M will be taken care of by volunteers. This is a broad community project and we have many volunteers who are willing to branch out and work. Please contact me for more details. I would love to go into more detail about how we are going to run it. The City will be proud of how they spent these RAP Tax funds. I am very certain of that. We have collected 2000 signatures during the last three weeks. We also have the support of national organizations such as USA Hockey, Grizzlies, and support of the local media who are also present tonight. They will be there to inform the public of how their money is being spent. Paul White – I personally feel that YETI falls within the broad picture of being a Festival. Anita – Glycol, is that a one-time purchase? Dallin – Everything is a one-time thing for as long as the rink is there. Brandon Hunter – My dad owns the property and we have had people from Beaver and Vegas trying to track down this rink. There is a desire for this facility. Dallin – This would draw people from many surrounding communities. David – What are the months of operation? Dallin – November 1 to March 31. The rink would operate as many hours as we need to. It would be most busy in the hours after school. The refrigeration equipment needs to stay running to keep it

frozen. David – Where would you store this equipment in the summer? Dallin – We will provide covered storage for everything. Paul B – We will work out in a contract on how to staff it and how to store the equipment. You are making a recommendation on spending the RAP Tax and Council will look at if we can afford it. We will work through some of these things. Dallin – I will work with all of you and with the City Council. David – What about liability? Dallin – The City already has a lot of liability with other facilities.

Fred Willner, President of Utah Amateur Hockey – As a member of the Utah Hockey Association, we have liability insurance for the rinks and would indemnify through USA Hockey. Paul B – We would look at that in the contract.

Nina – Are we going with an idea, or do you have a plan? Dallin – The outdoor arena would also be an option according to our expert. There is lots of parking and anywhere out there with a level spot would work. David – Power is available, but the distance could add significant costs. Dallin – That shouldn't be too major. Rusty Aiken said no on the indoor arena, but I know he doesn't have the final say so we could discuss it further. Fred – Hockey people are very committed in what they do. We have several grants available and we have given this group promotional help down here. There is lots of growth potential down here. There are rabid hockey fans down here. Our organization is one of the leaders in the country in coaching and we've instituted a program called safe sport to get a training course on recognizing sexual predators and offenders. Our research shows that if you get a kid to play hockey and figure skating by age eight, the retention rate in the sport for the rest of their life is over 90%. There are 554 coaches in Utah and they would love to come down here and help out. Marilyn Kidwell – Where would the chemicals be stored in the spring? Dallin – In the piping system when it is running, then they would be stored in 50 gallon tanks with no risk to the environment and reused the next year.

Patrick Fletcher – Will this project make a profit? Dallin – It will be publically owned, so no. It will generate revenue. Since it is all volunteer based it could be kept as affordable as possible. \$5 or less.

Fred – The majority of hockey organizations are non-profit. They are either governmental or not for profit. Last year the economic benefit from these groups was 1.2 million to Salt Lake City.

David – There is a discrepancy on your requests. Paul B – The plan they want to go with is asking for \$97,500. There were initially three different proposals. David – This is the work meeting and next week we will vote on our recommendations, which will be presented to the City Council in August.

There are \$485,000 in requests and \$276,000 to allocate. Let's have some discussion.

## **DISCUSSION:**

### **Trails**

Nina – What about the City contribution to Trails in the budget? Ben – The budgeted amount is \$221, 852. Nina – What are the total costs? Ben – Without City help the costs are \$462, 560, which includes bridges and paving. Nina – Is the trail usable if it's not funded initially? Ben – No, you can't get across even if it is dry as the wash is 35 foot deep. I show we are short

\$160,708 even with RAP Tax money and the City contribution. We can wait for another year of funding. David – How did you arrive at \$80,000 for your request? Ben – It's the cost of one of the bridges. David – What are the paving costs? Ben – I don't know offhand. David – Can you give a dollar figure to make it usable? Paul B – The City paves as much as they can and then the trail stops. We don't leave it with road base. Wally – It would save \$100,000 with City in-kind labor. The original cost is over \$400,000. Mayor Burgess – We have money carried over to complete the trail with in-kind labor with this \$80,000. Nina- That makes me feel better if it can be completed. David – I like the trail system, because it can potentially benefit anyone and they connect portions of the City. I feel like this is about the best thing we can spend it on. There is no access restriction. Vickie – I would love to have it finished. I was riding my bike and the trail I was on ends abruptly around a corner. So I crashed, and with that experience I think it would be good to finish for safety as well as other reasons. Sherene – And our trails are very well used by community and tourists.

#### Friends of Festival Country K-9's

Anita – This is a good project and I am all for it, but I don't know ramifications of where to keep the equipment. But I don't think it's less important than kayaks we approved last year. This would involve a lot of people and allow people of same interests getting together. Ricky – I believe it is a great project also, but I have concerns about funding it with no contact with the City before this. I would like to know where they are at before we recommend giving them money. I feel that the process is backwards. Paul B – There is no process in the ordinance. We have three applications from outside groups that would involve the City: YETI, the Paiute Tribe, and this one. The Tribe obtained the agreement first and then came to us. We know the City Council is interested in Paiute project. All these folks have talked to staff members, but if groups are negotiating contracts, they must go to City Council and this is not happening. Diane Gil – I am the president of this group and we have approached the City for a dog park. We were not successful due to liability concerns. So, we are supporting the City but want to do it slowly and earn funds to build our dog park. We are currently using the City's parks and we pay fees to use them. Everyone knows us. And we are a non-profit entity. Nina – Kudos to YETI and Friends of Festival County K-9's, your energy shapes our community. We appreciate your building a relationship with the City. Diane – We hold events once or twice a month and offer free or low cost training sessions. David – I like that it's not that much money. Nina – Can we make a recommendation contingent on ironing out our differences? David – We have done that in the past. On this application, there is no on-going maintenance or operational funds. Lisa Peterson – We've gone to a lot of effort to get non-profit status. If you help us buy this equipment, the money that we take in is subject to public scrutiny.

#### Iron Mission Museum Foundation

Anita – I think it's a good project. I'm sure many people say, "what is that?" about the exhibit out in front, so it's good to have signs. David – I appreciate the way Iron Mission has managed RAP funds in the past and documented it thoroughly.

#### Leisure Services

Fountain: David – There is more money in this request than the total available. Anita – Will the City fund any of this? Dan – We have a capital budget for every one of our facilities, but not for

these projects. Nina – We have focused on Main Street Park. Bruce Barclay – I am the Parks and Rec Chair and have been on the committee for four years. One of the things that we consider is the community and their involvement in recreation. We take time in our meetings to discuss things that we feel that the community needs and wants. We determine priorities and put a list together for projects that would be beneficial to the majority of community members. We want to preserve our downtown park. The community benefitted from the playground that was built with RAP Tax funds. I am impressed with the usage of the park now that the playground is in. I'm pleased to know that our committee had some kind of say in that. I'm glad to see that it was used appropriately. I think a lot of thought has been put into the priority list and Council has been concerned with usage of the park. We've talked about how we want to see the park grow and one of the things that would help is the plaza. This would be a focal point coming into Cedar City. We would have Wi Fi. This is an event park. We would like to continue with these plans and see it is used. By putting in amenities, we can make it happen for the majority of citizens. This priority list is what we've come up with as an advisory board. I would second everything that Dan said. I think the plaza will create energy downtown. The downtown area struggles. If we install the fountain, maybe people will go across to Lin's and come and sit down and enjoy the plaza. Anita – So it's dependent on how much money you get whether you install the interactive fountain? Dan – Absolutely. Vickie – Whatever money you get will go to priority one? You won't get the total amount. Paul B – The Board has the ability to recommend what they think is best to the City Council and set your own priorities. Council can say no and set their own priorities. Sherene – I love to see the park being used. There are kids in there all the time. David – If it's not interactive, is it worth it? Anita – It will still be interactive, even with adults. Dan – A few municipalities have gone that way and if the health department sees it is expected to play in the fountain, it will make us retrofit the project. Vicki – So go for interactive from the get go. David – Maintenance is more costly. The on-going costs concern me. Sherene – How about safety from the road? Dan – We do have a fence and will tuck it into the park as much as we can without getting into the events space. Anita – It would it have to change places if we decide on interactive fountain. Dan – If not, we will place it on the corner and high enough to see from the road. If we build the interactive fountain, it will be tucked further into the park.

Nina – There are strong feelings on the Council about the high maintenance of interactive fountains. The purpose of the plaza would be that it is more of a gathering around water and not to play in the water so close to busy roads. Can you incorporate both? Dan – It has to be one or the other. Vickie – Can you put something around it? Dan – If we design it so it's easily accessible, we're in trouble. If it is bubbled, we will clean it out and we'll flush it out. Sherene – I like the interactive idea, but I don't think it's a good location for that. David – What is the cost benefit of creating something that is just for esthetics?

Dan – There is overwhelming desire to have an interactive water feature. I agree that the long term costs need to be looked at. Anita – Yes, it's expensive, but in our society we need to get the kids outside. Adults need to get outside and sit down ourselves. I did that at Gateway for two hours a couple of weeks ago and decided it was a good idea before I ever saw this proposal.

Holly Porter – There are 300 comments that you may want to read on the blog. They are not liking this at all. If we are talking about doing something for the community and they don't want it, you need to know that.

Playgrounds: Nina – Could it be one of the other or partially funded, what is the best scenario?  
Dan – We want to move in a direction where we are not taking on more and more projects. Replacement of East Canyon would be better. I think it would be best to fix what we have first. We would need between 5 and 10 thousand to replace. But for something more innovative, it would be quite a bit more. David – There is no playground at the baseball fields currently. Sherene – There are lots of kids that would use it while their big brothers are playing ball. Nina – What is bottom dollar amount? Dan – We could put in a swing set for \$1500, but to have the effect that we need it would be 20 to 25 thousand.

Parking lot: Anita – Can't it come out of Street Department budget? Paul B – Parking lots for parks come out of the Parks and Rec budget. Mayor – On the trail system if we could get 75 to 80 thousand from the RAP Tax, we could finish the trail system and with money left over we could do the parking lot out of the City budget. Budget for expansion of the trails is \$338,000; we have \$115,000 carryover, which leaves \$221,852. With the funds out of impact fees and RAP Tax, we could get that done and would have enough to do the parking lot. We would have to modify the budget.

Nina – We have had lots of meetings on the fountain, and it has been the idea that the park be improved. Usage of Library has doubled since the recent improvements. By investing in that park we receive income from Lin's as well. The plaza and parking lot helps economics and helps downtown. In conjunction with the USF, it creates this feeling. The intention is much more than esthetic. It would only be \$3500 a year for maintenance. That is a minimal investment for what it will bring back. I think we will get the same feedback we did for the Christmas lights downtown.

#### Paiute Indian Tribe

David – There is not any recognition in City outside of the reservation that recognizes the Paiute heritage that I am aware of. My opinion is that it is far overdue and this is something that is definitely needed. Ricky – It's a great location. Nina – The land was given by the City for them to use. Todd – I am on the Paiute history committee. It is multi-faceted, with oral histories and a couple of other things. This monument is part of whole project and will complement it and will recognize the history of the Paiute people in this area. Anita - It's a good project.

#### YETI

Sherene – I would love to see it happen if we could. I think it would benefit the community. Figuring out the maintenance is an issue. Dallin – We don't currently have a contract, but the same people approving the appropriation will be approving the contract.

Holly Porter – Maybe the \$40,000 that the Mayor spoke of could be used for the ice rink. David – I thought if the Mayor could make an adjustment with the current budget for the parking lot, he could do the rink. Anita – Since it's volunteer based, maybe we could get volunteer projects to

help with it? Maybe Eagle projects. It would be great to have and we never have enough funds. What could we do as a community to help it along? Dallin – The refrigeration system and piping are the essentials. If the outdoor arena is the place, the lighting is always there. The costs in your packet are for a refurbished system with a guarantee. David – What is the utility estimate based on? Dallin – Two different rinks profit and loss statements. Anita – We spend years in Iowa and hockey is big there and keeps the kids busy. Dallin – Cedar is great in the summer for activities, but lacking in the winter. This would keep people here in the winter. It could generate its own revenue as well. Kari Fayne – We have accumulated \$40,000 through fundraising and donations that will go into this. The community is already putting into it. Jared Youngman - This can be a revenue generator. People come for the entertainment. We say, “Kids on ice stay out of hot water.”

Nina – Do we need to encourage more communication between Parks and Rec in the next week before we decide? David – That would help us if you could get further down the road. Dan – I play hockey and I would love to have the ice rink. I anticipate if it gets to Council, they will want all the figures for utilities and liability issues before they think about putting it on City property. Paul B – Did the Parks and Rec Board give an idea where to put it? Dan – If it is in the outdoor arena, the sun hitting the ice would be a challenge. That would be the advantage of having it indoors. We need to talk to Equestrian community and see if they are amenable. There is the same community support there. Maybe we need to revisit this. Paul – Did the Parks and Rec Committee make a recommendation? Dan – No, they would take a recommendation from the Cross Hollows Committee and they need to bring it up. David – We have a week to consider and learn more and make informed decisions. I encourage everyone to visit about this.

Paul B – Remember that this is a public body, so if you are going talk about this, three can meet, not four which would make a quorum and is illegal. The meeting next week is at 1 p.m.

**OTHER BUSINESS:**

**ADJOURN:**

Vickie moved to adjourn. Second by Nina. Meeting adjourned at 3:22 p.m.

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Barbara Barrick  
Executive Secretary

**Cedar City Parks and Recreation  
RAP Tax Advisory Committee Action Meeting  
July 17, 2013**

The Cedar City Parks and Recreation RAP Tax Advisory Committee held its work meeting on Wednesday, July 17, 2013 at 1:00 p.m., in the City Council Chambers, 10 North Main Street, Cedar City, Utah.

**PRESENT:**

Board Members: David Louthan, Anita Bunker, Sherene Carter, Vickie Christian, Nina Barnes, Ricky Mendini, Mauri Bleazard, City Attorney Paul Bittmenn, Executive Secretary Barbara Barrick.

**OTHERS:** John Black, Mayor Burgess, Dan Rodgerson, Don Marchant, Todd Prince, Diane Gil, Lisa Pedersen, Kerry Fain, Shari Rudd, Chad Fain, Dan Rodgerson, Bruce W. Barclay, Holly Porter, Ray Gardner, Dallin Staheli, J. Dennis Norton.

**CALL TO ORDER:** David called the meeting to order at 1:03 p.m. David – This meeting is to decide on our recommendations to the City Council. There is \$276,000 available and the requests are \$485,000. I hope the panel members have had time to learn more about the requests so we can make an informed decision.

**DISCUSSION AND VOTE ON RAP TAX RECOMMENDATIONS:**

David – We don't have to vote on everything together, we can do it individually, but we need to keep the entire amount in mind. We need to make recommendations that are in the best interest of the community, possibly not recommending the use of all the funds in each application. Mauri – Are we able to save funds? David – We can recommend that the Council postpone allocating the funds. They will take into account our recommendations. I want to make sure we are not pressured in any direction but make the best recommendation for the City at large.

**CEDAR CITY TRAILS COMMISSION:**

Sherene – This is the easiest one. I say give them the \$80,000. I move to give them \$80,000. David – I would amend this to recommend \$75,000. Second by Anita. Mayor – The parking will go along with that. Vote unanimous to approve.

**FRIENDS OF FESTIVAL COUNTRY K-9's:**

Mauri – I am a dog lover, but I wonder if this is benefitting enough people right now. I think it is awesome, but I wonder if it is too much in the beginning stages. And we need to be sure we can use the funds to buy something that is not a building. David – We had this discussion in a prior meeting. What would be needed would be a contract before the funds could be allocated. We set a precedent with the soccer nets. Some of the discussion on that was that many groups could share them. This request is similar, but the fact that the City does not currently have a contract with them is a concern. Anita – Could we get a contract before Council meets? Paul B – Staff could write it, but if the majority of the

Council doesn't approve it, the City won't be able to do it. Anita – We could see if they could make it happen and then allocate the funds. Paul B – If you make a recommendation contingent on a contract, also make a recommendation on what to do if the City doesn't want to fund. You need to present an alternative plan. And since the Board meets once a year, you will need to do it now.

Mauri – I hate to be negative. I would say nay and leave it until next year so things fall into place before we vote. They need a contract with the City. Anita - I hate to let it go and let the Council allocate the funds where they want them. We may not be here next year, so I would push for it. Nina – They have come to Council about the Dog Park and it was not received well at that time. They have now organized beautifully and asked for a minimal amount. I compliment this group and the volunteer organization they have. I hate to turn them down. Can we get these needed items? Anita – What are the chances for Council approval? Paul B – No single member represents the entire Council. Some may have opinions, but there are four other members and all have strong opinions. Ricky – I move to allocate \$2,000 pending a contract with the City. (There was no second).

Vicki – I move to allocate \$5,000 pending a contract and then reallocate the funds if they don't get a contract. Anita seconded. Vote as follows:

AYE – David, Sherene, Vickie, Nina, Mauri

NAY – Anita, Ricky. Motion passed.

Ricky – We are starting at the top and so we may be out of money before get to the bottom of the list. I make a motion that we not give full amounts right off the bat. (No second).

Nina – I make a motion that we go through the list and recommend some amounts and then finalize them. Second by Anita, vote unanimous.

#### **IRON MISSION MUSEUM FOUNDATION:**

The request was \$13,500. Ricky – This is a worthwhile project and they have been responsible with the funds they have been allocated in the past. The sign idea is great for visitors and residents. They never ask for the entire amount of their projects either. Sherene – It would be nice to have explanation of the big projects at the Park.

#### **CEDAR CITY LEISURE SERVICES:**

David – There are three different items in the application, now that the trail is taken care of.

Sherene - I visited East Canyon Park and I think it needs to be a priority. Nina – It was nice to hear from Dan again on the process. Other community members have made recommendations for years. The fountain has been on the master plan for years. Dan – Leisure Services has a citizens' board. Actually we have several. Cross Hollows, Trails, Park and Recreation all have committees and their recommendations all filter into the P and R Board. Main Street Park been a signature project for several years. It is the cornerstone of the community. The fountain has been on plans for 12 or 13 years. The Master plan for the park which was approved by City Council has a water feature on the corner. This has all gone through the public process. The playgrounds have as well. We are working on a five year capital improvement plan. There used to be a disconnect between P and R and this Board, and now there is more communication. The City set aside funds for master-planning in the parks so we know what they will look like in five or 10 years. We are using RAP Tax funds to take care of safety issues.

Ricky – We need to remember when we allocate funds, than Council can decides to change what we recommend. David – These advisory boards were meant to be representative of what the citizens want and hopefully we can put aside personal bias in our allocations. Ricky - With their studies they have a better idea than we do on some of these things as we only have a week to prepare. Mauri – We live in the community, so we know what the community wants. I know runners and I teach classes at Spirit. They don't want a fountain. I've talked to 100 people. We are asked to make our community better with the parks and rec that we have. I think the park looks amazing as it is.

Sherene – Where is the cement is behind it? How far will it come down into vendor space? I don't feel like it's completely ready to go. Is now the right time for it? It's noisy there, with the roads. I'm also concerned about children being in fountain. Nina - We invest money in our downtown. The RDA has looked at our downtown and found that we need to revitalize it. I think the fountain will be similar to the lights. Most people would have said absolutely not if they had been asked about the Christmas lights downtown, and yet I have heard more compliments than anything else on that project. The sign in the park is beautiful and this is the last structure that would complement it. This is a gathering place and would help with our marketing and help Lin's. There are many other factors. I get what you say about kids, but this a gathering place and the free WiFi is huge draw. That is the idea.

#### **East Park Canyon Playground:**

Vickie – The sprinklers there fill the ground under the swing sets and make a lake there, so it is not usable. And the sprinklers are on all summer. Something needs to be done. Anita – The equipment looked like it's in great shape although it's old. The top of the slide was peeled back. If we allocate funds to this, will you add to and keep the current equipment or would it all be torn out and new equipment put in? Dan – This is the domino effect. Sand is not acceptable under the equipment now, so we would need to replace. Do we want to do all that around a 20 year old playground? Some of the equipment is usable, but can't put the old next to the new. It wouldn't look good. The current value is only a few hundred. Nina – We have a substantial playground across the park. We don't need to duplicate it. We could target this toward a younger child and an older child can go across the street. I have the same comment about the next item at the ball fields. Sherene – We need to keep the swings there. Lots of people have family reunions there. Anita moved to fund the East Canyon Park project. Second by Sherene. Vote unanimous.

#### **Park at Ballfields equipment:**

David - I have visited there and there are lots of kids. It would be well used. Sherene – I wish we could redo the whole field and organize it better. Anita - I think it is needed. It would keep kids out of parking lot and creek. All unanimous to fund (no motion made).

#### **PAIUTE INDIAN TRIBE:**

David – This would be a monument in front of the library. Anita - I think it is a very worthwhile project. Ricky moved to fund. Second by Mauri. Vote unanimous to fund.

#### **YETI:**

Dallin – Last week a lot has changed. The bad news is that the power requirements aren't there at the Arena. I was misinformed. The good news is that I have been contacted by Grand Junction , CO and they have an ice rink package for sale for 65 to \$70,000. We will be discussing today if they will let us

lease to own for three years. If they will do that, it would make this much simpler. We are going to talk to the people at the Diamond Z Arena this afternoon. They are planning on putting a new ring in and they'll need additional power. I've talked to Larry and he's excited to have us do the excavation work. Maybe the RAP Tax would fund the utility. If the Grand Junction people do allow us to lease to own, YETI will purchase the equipment and then we would only be asking for 35 to 40 thousand from the RAP Tax to purchase a new power supply. This would help the Arena. All of this is coming together later today, unfortunately. We will have more information tomorrow or next week. We would just need power and it would be an upgrade and could be used for the Arena and for the ice rink.

Mauri – Do you think the rink is in good working order? Dallin – It is the one from St. George and has a guarantee. Our consultant worked with it and knows it like the back of his hand. The City of South Jordan is leasing a rink and is paying \$300,000 so this is a very good deal. David – I appreciate that YETI has made so much effort to get this together. Anita – A big concern is where to put it. Diamond Z now agrees to have it there? They weren't on board with your proposal last week. David – Their Board has not yet approved the placement. Council would have to approve the contract. Anita – I went behind the Aquatic Center and looked adjacent to it there is a pad out there. Could we put it there if Diamond Z doesn't work out? This is right behind the pool. David – It would have the same power constraints. Dan – Ice skates and bare feet would cause a problem. Then we could have issues with neighbors, lights, and power. We need to see if Council wants it anywhere on City property. Cross Hollow will make recommendation to P and R and Parks and Rec would recommend to Council. There is lots of work to do. Sherene – I would think the City would want to have this. There is lots of interest. Kudos to the Staheli's for doing this. They have done their homework. I feel it would be a great addition. Anita – Everyone I talked to knew about the current rink. This is a huge part of the community already. Dan – That is not to say that Council would not embrace the idea, but they are cautious. They take into consideration the up-front costs and the long term maintenance, and power. They are interested in a five and 10 year plan. They would also have to consider the liability to the City. I'm not saying they won't be receptive but, they will need more information. Nina – We have a process and some of these applications have gone all through the process already and then some have community support, which is great. But it makes it difficult.

Ricky – I think the project is moving too fast. I would like to set aside the money if things work out. \$97,000 is a lot for one year. Maybe we could get it completed next year. I love to skate and would love to see it, but I do believe it's moving too fast. Nina – The private/public is a huge philosophical thing with politicians. Dallin – If the things pan out this week, the easiest and less messy way to do this is to use RAP Tax Funds to upgrade the arena with electricity and then lease the property to us. We would buy the equipment. If the lease to own works out, we can afford to do it ourselves, but we can't get power run to it and buy the equipment too. Upgrading the power would help Cross Hollows Arena. David – If the City leases the property to you, there is still liability. Paul B – We're going to get sued anyway, we will contract around that, but the City always get sued. If you are making a recommendation that the City spends \$50,000 improving its own property, that is no problem. Facility improvements wouldn't be balked at through the RAP Tax. The City could say thanks and Council approve and upgrade the power, and City could still say no, we don't want hockey. Just because the power is upgraded, there is no guarantee on the rink.

David - Are all in favor of allocating funds for the Rink? Nina – I am opposed. I don't want to do it without some kind of amendment or fall back plan for the funds. The variables are the same as the dog park. Mauri – I am conflicted. Lots of people want it. I would like to see some money go there.

David let's allocate the funds.

**Trails:** This has been done and the Committee will allocate \$75,000.

**Iron Mission State Park/Paiute Tribe:** Ricky moved to allocate \$1350 to Iron Mission State Park and \$24,323 to the Paiute Tribe. Second by Mauri. Nina, I support these. They have gone through the process. I think that Council funding 100% of a project is never a comfortable place for us to be. Anita – This would be funding about 1/3 for the Paiute monument. Nina – When the Tribe presented this to Council the entire amount was \$24,000. Anita – Can we do a recommendation? That shouldn't stop us. Nina – Part of us being here is so that Council is represented. Anita – When it leaves here, we know it can get reallocated. This is an advisory council only. Anita – Would anyone from the Tribe like to speak about entire cost of the project? Gari – The amount we are asking for from this group is not the entire cost of the project. Vote unanimous to approve funding at \$24,323.

#### **Leisure Services Requests:**

**Playground equipment for East Canyon Park:** Motion to fund at \$42, 000 for East Canyon Park and \$35,000 for the Canyon Fields was made by Sherene. Second by Mauri. All voted Aye, with the exception of Nina who voted Nay. Nina – I support the need for these, but not the amount of allocation. Motion passed.

#### **YETI**

Anita - I have a concern that if we allocate to these playgrounds, the funds will be moved to build a fountain later. Or any other requested funds will end up being spent on the fountain. I haven't got a problem with that, but I have a few concerns with the upkeep. Can the monies be combined and go towards a fountain? David – That is a valid concern.

There is \$93,815 left. Ricky moved to recommend \$40,000 to YETI pending approval of a contract by City Council and if the group is able to complete the project within a reasonable amount of time. This would go to power and would benefit the Diamond Z Arena. Nina – I think it's premature to earmark money to the power. A general recommendation would be much better, and if it doesn't work out, the funds could go to Parks and Recreation. David amended the motion to include \$40,000 allocated YETI contingent on a finished contract with the City, and if the City doesn't approve the funds, they will go back to Leisure Services. Second by Sherene. Mauri – We've said what we thought. We'll have to leave it a little open ended.

All except Vickie voted AYE, with Vickie abstaining. Motion carried.

#### **Friends of Festival Country K-9's**

Ricky moved to do same thing with Friends of Festival Country K-9's, i.e. allocate \$5,000 to the project contingent on Council approval, with the funds going to Leisure Services if a contract cannot be approved. Second by Vickie. Vote unanimous to approve.

Ricky – I make a motion to give all left over funds to Leisure Services. Second by Vickie.  
NAY: Sherene, Anita, Mauri, David. AYE: Ricky, Vickie, Nina. Motion does not pass.

Anita – I make a motion to give the left over amount to YETI; Second by Mauri. David, I amend the motion that if YETI is not able to obtain a contract with the City, the funds will go to Leisure Services. Second by to amended motion by Mauri. AYE: Sherene, Anita, Mauri, Nina, Vickie, David. NAY – Ricky. Motion passes.

Sherene – Dallin said if he was able to obtain \$40,000, YETI would have the funding to move forward. Kari Fayne -YETI – We are waiting to see if we can get the lease for the other ice rink. All funds will go into the City. We attended a banquet with USA hockey and got affidavits for monthly visits with multiple teams to compete here. This will help the community. Thanks to all the Board members.

Nina – Speaking for the Council, we appreciate community input and we validate the process and the time and the energy it takes to do it. We all understand how it plays out in this process. Sherene –We are asked to not be biased and we try to do what community wants. That’s where we’re coming from. The whole community doesn’t know the entire city plan. We hope that everyone will support the RAP Tax. It is only one penny for 10 dollars and it has greatly benefitted our community. I encourage everyone to vote for it.

Sara Penny – Anyone who wants to be on email list to renew the RAP Tax needs to get with me.

**ADJOURN:**

Nina moved to adjourn. Second by Mauri. The meeting adjourned at 2:10 p.m.

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Barbara Barrick  
Executive Secretary

**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.**

- The total RAP tax allocation applicant shall receive is \$
- 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.
- 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.



**CEDAR CITY COUNCIL**  
**AGENDA ITEM IV- 6, 7, + 8**

**DECISION PAPER**

**TO:** Mayor and City Council

**FROM:** Paul Bittmenn

**DATE:** November 19, 1013

**SUBJECT:** Carmel Canyon Estates, P.U.D  
A. Final plat approval  
B. Disposal of City Property  
C. Granting of an easement

**DISCUSSION:**

This decision paper is being written to provide you information about all three (3) of the above listed items related to Carmel Canyon Estates, PUD.

Final Plat Approval

The developer is seeking final plat approval for a gated residential subdivision. The subdivision is located in the vicinity of 550 South and 2500 West. It will consist of thirty (30) residential lots in sizes that vary from approximately 13,000 square feet to approximately 32,000 square feet. Once the City Council approves this agenda item the final plat, CC&Rs, and associated easements and deeds will be recorded with the Iron County Recorder and the developer will be able to sell lots.

Pursuant to the City's ordinance the developer has paid the necessary inspection fees, plat checking fees, and water acquisition fees. The developer is working with State Bank of Southern Utah on providing a letter of credit to secure the construction of the subdivision improvements in an amount covering both the private PUD improvements and the public improvements. The amount has been agreed to by the developer and staff and the final wording of the letter of credit is being produced by the Bank.

The Council needs to approve a bond agreement, a copy is attached. The bond agreement is another layer of protection for the City if the developer defaults on its obligation to provide the required improvements.

With the exception of the small piece of City property and the granting of the easements, the title report shows the developer owns the property he is seeking to divide.

The developer has submitted a copy of the proposed CC&Rs. These will be recorded on the title

to all of the lots within the subdivision and become a private contract based method of regulating the land use within the subdivision. The City will not have an interest in enforcing the CC&Rs. The City's PUD ordinance does require some items in the CC&Rs: (1) prohibiting on street parking when streets are not up to city standard width; (2) a limitation to 30% of the property available for rental dwellings; (3) a damage waiver for emergency vehicles causing damage to the gates for gated communities; and (4) a statement that they will budget for improvements and a method to collect dues and assessment fees from the home owners. 1,3, and 4, above are completed and staff is working with the developer to include #3.

A copy of the planning commission minutes recommending approval of this project are attached.

### Disposal of City Property.

The property to the North and West of this proposed subdivision was once owned by the Jones family. Some years ago the Jones family dedicated a large amount of property to Cedar City so that the property would be maintained as open and natural space. With the dedication there was a condition that if property was needed to be used for a utility easement, road, trail, or such uses that would be allowed.

Cedar City built Cody Drive through the property given by the Jones family. There is a very small piece of property that lies between where the City located Cody Drive and the private land this developer is seeking to subdivide. The land is 0.07 acres. The representatives of the Jones family that originally dedicated the land with the above restrictions have been contacted. They have submitted an affidavit stating they are willing to release the restriction on the 0.07 acres so it could be deeded to the developer and developed with this PUD.

The planning commission has recommended disposal of this piece of property. Section 9 of the City's disposal policy states:

#### B. Disposal of real property

1. Other than rights of way, easements, or licenses reasonably anticipated to last no more than two years, all disposals of real property shall, at the minimum, follow the following procedure:

a. Receive a recommendation from the Planning Commission.

b. The property shall be appraised by a real estate appraiser that is duly licensed by the State of Utah. The appraisal shall be completed within six months of the proposed disposal, or at a date closer to the disposal if the City deems market conditions favorable to generating a greater sale price.

c. The property shall be placed for public bid with public notice being published one time at least 10 days prior to the closing of the public bid process. Notice shall be posted on the City's web page, in a newspaper of general circulation, and provided to known bidders.

2. If the real property proposed for disposal is an insignificant parcel of property, the property may be disposed of by a majority vote of the City Council without a public hearing.

3. If the real property proposed for disposal is a significant parcel of property, the property may be disposed of by a majority vote of the City Council. In the case of a significant parcel of real property the Planning Commission shall hold a public hearing prior to making its recommendation. The public hearing shall be advertised at least 14 days in advance on the City's web page and in a newspaper of general circulation.

The proposal is to give the 0.07 acres to the developer without an appraisal or bids. This proposal does not comply with the City's purchasing policy. The engineering department was going to submit some information to you related to this issue.

#### Granting an easement.

This subdivision would have to drain both water and sewer across the City's property. The property is the same property that was dedicated to the City by the Jones family so it would be kept in a natural condition with exceptions for utilities. The City has previously granted sewer and drainage easements to developers through the Jones property.

The planning commission has given a recommendation that the easement be granted. Please refer to the above section of the purchasing policy for information related to disposal of real property for an easement. The sewer and drainage easements desired are not short term easements. The proposal is the City give the developer the easements without compensation. I do not believe this is in compliance with the City's purchasing policy.

#### Summary.

The planning commission has recommended the approval of the final plat, the disposal of the property, and the granting of the easement. I recommend the Council approve the bond agreement.

**CEDAR CITY PLANNING COMMISSION**  
**MINUTES**

July 16, 2013

The Cedar City Planning Commission held a Meeting on Tuesday, July 16, 2013, at 5:15 p.m., in the Cedar City Council Chambers, 10 North Main, Cedar City, Utah.

Members in attendance: Kristie McMullin-Chair, Ron Adams, Rich Gillette, Mike Mitchell, Jill Peterson

Members absent: Kent Peterson-excused, Vance Smith-excused

Staff in attendance: Kit Wareham, Larry Palmer, Paul Bittmenn, Jonathan Stathis and Michal Adams

Others in attendance: Bob Platt

The meeting was called to order at 5:13 p.m.

<b><u>ITEM/ REQUESTED MOTION</u></b>	<b><u>LOCATION/PROJECT</u></b>	<b><u>APPLICANT/ PRESENTER</u></b>
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**I. Regular Items**

- 1- **Approval of Minutes (June 4, 2013)**  
**(Approval)**

**Ron moved to approve the minutes of June 4, 2013, seconded by Mike and the vote was unanimous**

- |  |  |                                |
|--|--|--------------------------------|
| 2- <b>Parcel Modification</b><br><b>(Approval)</b> | <b>600 N 800 W</b><br><b>trade of small pieces</b> | <b>Smith/Platt &amp; Platt</b> |
|--|--|--------------------------------|

Bob P. explained this property line boundary agreement between Tink Holyoak and Wayne Smith was to straighten out property lines. It is horse property now. The owners are in agreement, the deeds have been signed and all is in order.

**Rich moved to approve the parcel modification, seconded by Jill and the vote was unanimous.**

- |   |   |                                 |
|---|---|---------------------------------|
| 3- <b>PUD Final Plat</b><br><b>(Recommendation)</b> | <b>Carmel Cnyn. Estates</b><br><b>2505 W Cody Dr.</b> | <b>Church/Platt &amp; Platt</b> |
|---|---|---------------------------------|

Ron A. pointed out that he will abstain from voting on items 3-5 as he has an interest with the property owned by Barry Church.

Bob said that they have seen the preliminary plan of this PUD. They now have the final Mylar all signed the construction drawings in place and are ready to move forward.

Kit said there were three things that the City still needed on this, but they could send it through pending that those things get in before it goes to Council.

One item was some slope easement. Bob said he has talked with Randy Jones and that will be signed and in place.

Kit also said that now everything needs FAA approval if it is within a certain distance of the airport. That is a 7460 form indicating this development will not have any effect on the airport.

Bob said he has sent an e-mail and that is in the works.

Kit said the last thing is in regards to the little sliver that is in the green belt property. The City needs a signed affidavit regarding this piece. Bob said they have that and are in the process of getting Sherry Jones to sign it.

Kit said all three of these things need to be turned in before this PUD will be presented to City Council.

It was asked if anything had changed between the preliminary drawing and this final plat. Bob said that they did eliminate 1 lot and make 1 lot larger. They had a buyer that wanted a larger lot. That made the PUD 29 lots rather than 30 lots. That was the only change.

**Rich moved to give the City Council a positive recommendation for this PUD on the condition that the slope agreement, the green belt transfer and the FAA approval are all in to the City prior to this going to City Council. This was seconded by Jill and the vote was unanimous with Ron abstaining.**

**4- Easement from City Carmel Cnyn. Estates Church/Platt & Platt  
(Recommendation) Thru Green Belt area**

Bob said this easement will be for the storm drain and sewer coming out of the PUD and tying to the street below. There are no concerns.

Jonathan said it has all been checked. He also said the reason for the angle down the hillside was that it was originally planned to come straight out of the PUD and down the hill but that made the lines a little too steep.

Paul wondered how you would get to the rear line to maintain all those in the private area. It was pointed out that any sewer or utility line within the PUD itself would be owned and maintained by the homeowners.

Jonathan also pointed out that the area that is cut through the City green belt would be restored to its original grade. Kit said also, coming off on an angle like it does will make it less visible.

**Mike made the motion to recommend this easement to the City Council, seconded by Rich and the vote was unanimous with Ron abstaining.**

**5- Disposal of City Property Entrance to Carmel Cnyn. Estates Paul B.  
(Recommendation) 2505 W Cody Dr.**

Bob pointed out the little sliver at the frontage of the PUD that is in the City green belt area. It is 7/100 of an acre, or about 3000 square feet. They need to have this as part of the PUD in order to make the right-of-way coincide with the boundary of the PUD. Kit explained they did not want to leave this small piece in no-man's land as it would never be taken care of. Bob has the legal description and they can proceed from here.

Paul pointed out that the normal procedure is for them to have the parcel appraised, put it out for bid, and sell it to the highest bidder. As this is such a small piece and in an unusual location, he is not quite sure how they will proceed, but that will be left to the City Council to decide. Bob said it would be in the best interest for the Mesa Hills Development to purchase this piece as it is of no value to anyone else. Bob also thought that this small of a piece could just be negotiated, and not have to go to a public hearing.

**Rich motioned to send on a positive recommendation to City Council for the disposal of this small strip of land; seconded by Jill and the vote was unanimous with Ron abstaining.**

## **II. Business Items**

### **1- Changes the Council made to the planning commission ordinance Kit W.**

Kit said that all Planning Commission members were sent a copy of this ordinance a couple of weeks ago. He pointed out that the red lines are the things that have been changed. He went over the changes.

The Planning Commission members are all on a 4-year term that is appointed by the Mayor with the consent of the City Council. It has all been adjusted so that every term ends on June 30<sup>th</sup> of the year that each term expires.

Next, you can get off the Planning Commission in several ways; the Mayor can remove a member if they miss too many meetings and things like that.

The members are appointed as City officials and they comply with the ethics act and when a new member comes on board, then City staff gives them training on what they're charge is.

If the chairman is not present, then they can vote in a chair pro-tem for the meeting.

They are to follow the Roberts Rules of Order.

The meeting schedule is the first and third Tuesdays unless the chair wants to hold a special meeting, then the procedure to do that is explained.

All meetings are to be conducted according to the Utah Open Meeting Act.

Ron asked if this board was like the City Council where they are not to have a majority of the members outside of a meeting discussing items that should be in an open meeting. Paul said that it was the same. They should not have meetings like that; this applies to all the boards.

Paul explained that about a year ago, the Mayor wanted to standardize things regarding all the City boards. He took it to City Council to get their input, and they wanted to do some things like term limits. However, you can do as many terms as you wish, as long as the Mayor appoints you for additional terms. They had a list of changes, and Paul went thru all the ordinances regarding all the different boards and made them standard.

This does not need a vote, it is just informational.

Meeting adjourned at 5:35

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Michal Adams, Administrative Assistant

**IRREVOCABLE LETTER OF CREDIT;  
BOND AGREEMENT FOR IMPROVEMENTS**

THIS AGREEMENT entered into this \_\_\_\_ day of August, 2013, by and between Cedar City, a municipal corporation of the State of Utah, herein referred to as "CITY", and Mesa Hills Development, Inc., herein referred to as "APPLICANT", and residing at Iron County, Utah.

**WITNESSETH:**

**WHEREAS**, APPLICANT desires subdivision recordation from CITY for Carmel Canyon Estates PUD, located in the vicinity of 550 South and 2500 West, Cedar City, Utah ;  
and

**WHEREAS**, the terms of said approval require APPLICANT to install the improvements set forth on Exhibit "A" attached hereto and hereby incorporated by reference; and

**WHEREAS**, CITY will not grant approval until adequate provision has been made to guarantee installation of the improvements, and warranty the improvements from any defects, which improvements and required warranty are estimated to cost \$ 625,820.00, and which improvement shall be installed under the direction and supervision of and in accordance with the specifications of CITY, and as described and set forth herein; and

**WHEREAS**, City Ordinances require APPLICANT to pay all applicable fees prior to installation of improvements set forth herein; and

**WHEREAS**, provision has been made by law whereby APPLICANT may, in lieu of final completion of the improvements prior to development approval file a guarantee acceptable to and in favor of CITY to secure the actual construction of the improvements in a manner satisfactory to the CITY; and

**WHEREAS**, the parties hereto expressly acknowledge the purpose of this bond

agreement is not only to guarantee the proper installation of the improvements set forth herein, but also to eliminate the harmful effect of premature subdivision and other land developments which may leave property undeveloped and unproductive; and

**WHEREAS**, the parties expressly acknowledge that the benefits and protections provided by this Agreement shall enure solely to the CITY and not to third parties, including but not limited to lot purchasers, sub-contractors, laborers and suppliers.

**NOW THEREFORE**, in consideration of the covenants set forth herein, the parties agree as follows:

1. All data which is used by CITY to compute the cost of improvements is hereby made a part of this Irrevocable Letter of Credit for Bond Agreement, attached hereto as Exhibit "A".

2. This Agreement further incorporates by reference the subdivision plat and all provisions required by either Chapter 26 or Chapter 32 of the Cedar City Ordinance governing zoning and subdivisions respectively.

3. APPLICANT shall complete the improvements required by this Agreement within one (1) year from the date of approval of the final plat by the City Council.

4. APPLICANT shall pay fees required prior to the issuance of any building permit for the first lot in the subdivision.

5. APPLICANT expressly acknowledges its obligation to complete and warrant the improvements is independent of any obligation of the CITY. APPLICANT agrees that its obligation to complete and warrant the improvements is not conditioned upon the commencement of actual construction work in the subdivision or development or upon the sale of any lot or part of the subdivision or development. APPLICANT further acknowledges that its obligation to complete and warrant the improvements is independent of any other remedy

available to CITY to secure proper completion of the improvements, and therefore acknowledges that APPLICANT may not assert as a defense that CITY has remedies against other entities, or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform, or preclude CITY from requiring APPLICANT'S performance under this Agreement.

6. APPLICANT hereby files as an independent guarantee with CITY for the purpose of insuring construction and installation of the improvements an IRREVOCABLE LETTER OF CREDIT issued by State Bank of Southern Utah, and in the amount of \$ 625,820 .00 (herein referred to as the "proceeds"). Said Letter of Credit attached hereto as Exhibit "B", is issued in favor of the CITY to the account of Mesa Hills Development, Inc., APPLICANT herein, and is made part of this Agreement. APPLICANT further agrees not to make demand for the proceeds prior to the time period stated in paragraph 3 above.

7. Final acceptance of the improvements shall be official only upon written notice to the APPLICANT from CITY expressly acknowledging final acceptance and upon delivery of lien waivers to the CITY covering all labor and material incorporated into the improvements.

8. APPLICANT shall be responsible for any substandard or defective improvements for a period of one year following final acceptance.

9. APPLICANT agrees to hold CITY, its officers, agents and employees harmless from any and all liability which may arise as a result of the installation of the improvements.

10. In the event the improvements have been installed to the satisfaction of the CITY pursuant to this Agreement and Cedar City Ordinances within the above-stated time period, CITY agrees to execute a written release of the proceeds of the Letter of Credit.

11. In the event the improvements have not been installed to the satisfaction of the CITY pursuant to this Agreement and the Cedar City Ordinances within the above-stated time period,

the entity issuing the Letter of Credit shall remit to CITY, upon CITY'S written demand, the proceeds of the Letter of Credit. CITY may use and expend all of the proceeds, or such lesser amount as may be estimated by CITY to be necessary to complete the improvements required herein.

12. If, upon written demand of CITY after the expiration of the time period set forth above, the proceeds are not remitted to the CITY within 30 days of the written demand, the CITY'S costs of obtaining the proceeds, including the City Attorney's office cost or outside attorney's fees and court costs shall be added to the amount due CITY from APPLICANT and shall be remitted to CITY by APPLICANT.

13. It is expressly understood and agreed upon that this Agreement shall not relieve APPLICANT from the obligation to install the improvements in full. Should CITY demand payment pursuant to this Agreement, APPLICANT agrees to install any of the improvements and compensate CITY for all costs, including but not limited to construction, engineering and legal costs incurred by CITY to install any of the improvements to the extent that said costs are not adequately covered by the proceeds.

14. In the event of failure to complete improvements as required herein no further permits shall be issued, no business license shall be issued, and/or any existing permits or business license applicable to the location of the improvements shall be suspended until the improvements are completed. Upon City Council approval, a new bond may be executed to insure completion of the remaining improvements.

15. City may use the proceeds to hire a contractor on behalf of APPLICANT to complete the improvements. APPLICANT expressly grants to CITY and any contractor hired by CITY on behalf of APPLICANT, its successors and/or assigns, the right of access to the project property to

complete the improvements.

16. Should any improvements prove to be substandard or defective within the one-year warranty period set forth above, CITY shall notify the APPLICANT in writing of such substandard or defective improvements. APPLICANT shall then have fifteen (15) days from said notice in which to commence repair of the improvements, and a reasonable amount of time as determined by CITY which shall be specified in the notice to complete repair of the improvements.

17. Should CITY exercise its option to install, complete or remedy any defect in the improvements, APPLICANT shall be responsible for the payment of the premium for any insurance policy covering any liability, damage, loss, judgment or personal injury to any person or property, including but not limited to damage to APPLICANT or its property as a result of the work of any contractor hired by CITY on behalf of APPLICANT, its successors and/or assigns. The minimum dollar amount and the scope of coverage of the insurance policy shall be determined by CITY. APPLICANT shall indemnify and hold harmless CITY, its officers, employees and agents for any liability which exceeds the insurance policy limit. APPLICANT further agrees that CITY, at its option, may collect and expend the proceeds to make the premium payment should APPLICANT fail to pay said premium at the time of APPLICANT'S default as determined by CITY. Should APPLICANT fail to pay the same, no permit, approval or business license shall be issued by CITY, and any existing permit, approval or business license shall be suspended until the premium is paid and a bond is in place to pay subsequent payments on any such improvements or repairs. APPLICANT further agrees to indemnify and hold harmless CITY, its officers, agents and employees, from any damage or loss suffered or any judgment resulting from the work of any contractor hired by CITY on behalf of APPLICANT.

18. Should CITY exercise its option to install, complete, or remedy any defects in the improvements, APPLICANT shall indemnify and hold harmless CITY for any liability which exceeds the bond amount for the payment of any mechanic's or materialman's liens as a result of any work of any contractor (including sub-contractors and materialmen of any contractor) hired by CITY on behalf of APPLICANT, or which may arise due to a defect in the payment bond.

19. In addition to those events previously described herein, the following shall be considered events of default, the occurrence of which shall entitle CITY to invoke any and all remedies outlined in this Agreement (1) APPLICANT'S abandonment of the project which shall include APPLICANT'S failure to perform work for 180 consecutive days; (2) APPLICANT'S insolvency, appointment of a receiver, or filing a voluntary or involuntary petition in bankruptcy; (3) the commencement of a foreclosure proceeding against the project property; or (4) the project property being conveyed in lieu of foreclosure.

20. Time is of the essence. In care either party shall fail to perform the obligations on its part to be performed at the time fixed for the performance, the other party may declare such party in default of its obligations herein and pursue any and all remedies it may have, either in equity or at law.

21. Whenever the term APPLICANT is used herein, it shall also refer to APPLICANT'S successors and/or assigns.

22. This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall further be governed by City Ordinances in effect at the time of execution of this Agreement.

23. The making and execution of this Agreement has been induced by no representations, statements, warranties or agreements other than those herein expressed. This Agreement



CITY:

\_\_\_\_\_  
JOE BURGESS, MAYOR

ATTEST:

\_\_\_\_\_  
RENON SAVAGE, CITY RECORDER

STATE OF UTAH    )  
                          :SS.  
COUNTY OF IRON )

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 2013, 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  
COUNCIL AGENDA ITEM 8  
STAFF INFORMATION SHEET**

**Council Meeting Date:** August 21, 2013

**Presenter:** Bob Platt

**City Staff Contact:** Kit Wareham/865-5119

**Request:** Consider Disposing of Part of the City Cross Hollows Green Belt Area (See attached map)

**Request Explanation:** In order for the Carmel Canyon Estates PUD project, that is on this same agenda, to have access to a City Street there is a very small piece of the Cross Hollows Green Belt area (as shown on the attached drawing) that the City owns that is being requested to be transferred to the owners of the PUD. This piece of property is 0.07 acres or about 3050 square feet. Normally, according to the City Purchasing Policy, this size of property would be considered an "insignificant parcel" which would eliminate the need for a public hearing. However, the City would still need to have this property appraised and put it out for public bid.

It is my understanding that City policies need to be complied with by City employees but the City Council can vary from the policy if there is a legitimate reason. I do feel with this piece of property that there may be legitimate reasons for the City Council to vary the purchasing policy and not require the property appraisal or put it out for public bid.

In 2004 the City was given the Cross Hollows Green Belt area by the Jones family with certain conditions as shown in the attached deed. One of the intents of the conditions on the deed was to allow the Jones to be able to develop their remaining property which included the PUD being proposed. However the way that Cody Drive has been developed there is now this small piece of City Green Belt property in between the PUD and the south edge of Cody Drive which basically makes the PUD property land

locked. The City could just dispose of the piece of property that is needed for the access to the PUD, however this would leave even 2 smaller pieces of property on both sides of the access that the City would need to maintain to the satisfaction of the PUD homeowner's association. City Engineering staff felt the best solution was to have the entire small piece of property deeded to the developer and made a part of the PUD where the homeowners association would need to maintain. As shown in the attached affidavit from the Jones family, they also agreed with the City giving the small piece of Cross Hollows Green Belt area property to the PUD for access and additional lot and common area. Engineering staff feels that the costs to have the property appraised and then City staff's time to obtain bids and get the disposal approved exceed the amount the City would receive for the property. Also, by just giving the property to the developer for what was intended in the deed would avoid the possibility of someone besides the developer submitting the high bid for the parcel and the complications if that occurs.

This item was recommended for approval by the Planning Commission, minutes attached.

13.69
51.42
65.78
79.83
13.69
138.28

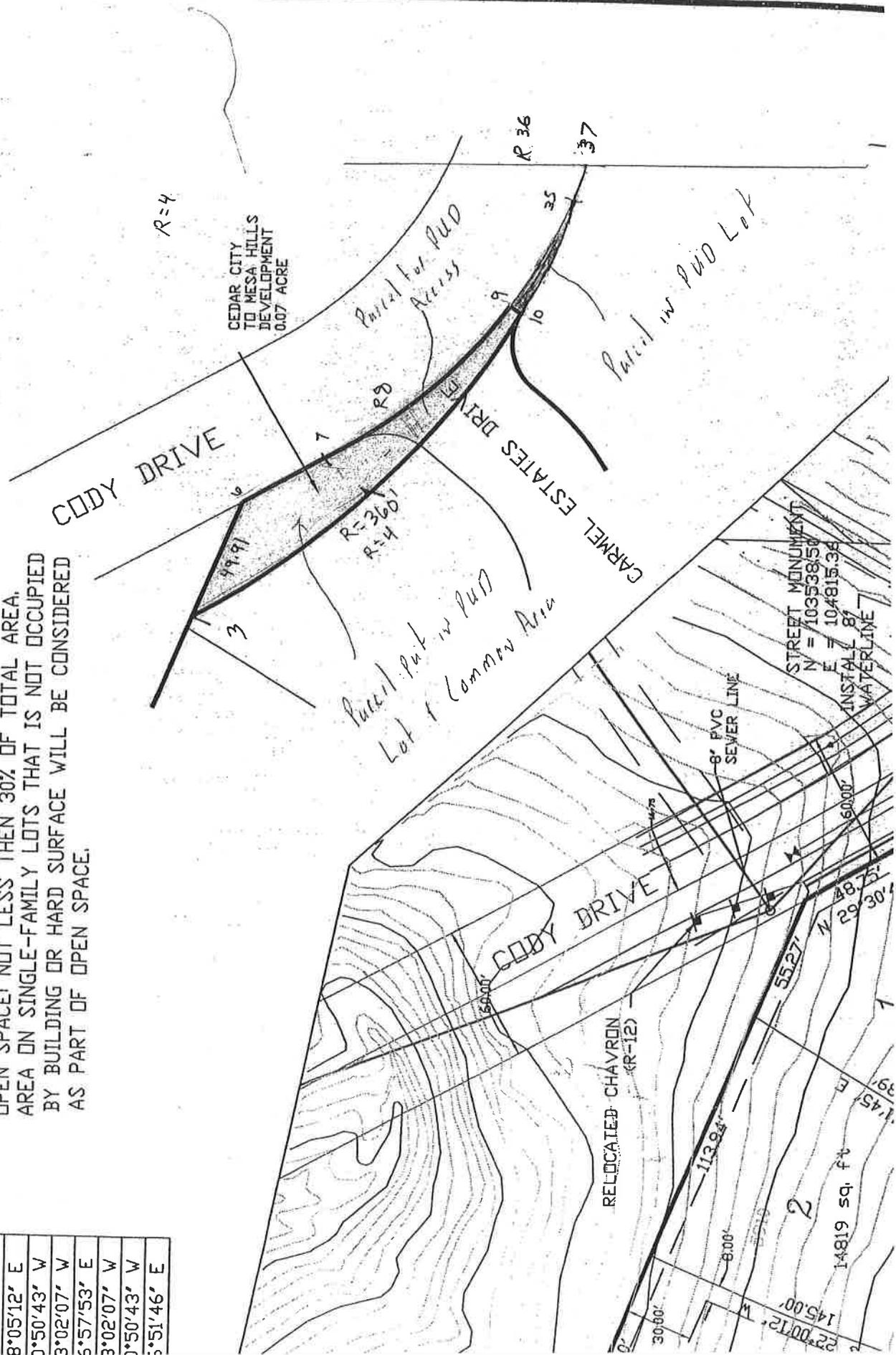
PUBLIC:  
PERCENT OF TOTAL: 0.0%

PRIVATE: 12.16 ACRES  
PERCENT OF TOTAL: 86.4%

COMMON: 1.92 ACRES  
PERCENT OF TOTAL: 13.6%

OPEN SPACE: NOT LESS THEN 30% OF TOTAL AREA.  
AREA ON SINGLE-FAMILY LOTS THAT IS NOT OCCUPIED  
BY BUILDING OR HARD SURFACE WILL BE CONSIDERED  
AS PART OF OPEN SPACE.

SECTION
3°08'53" W
3°50'16" W
3°08'53" W
8°05'12" E
3°50'43" W
3°02'07" W
5°57'53" E
3°02'07" W
3°50'43" W
5°51'46" E



WHEN RECORDED, MAIL TO:  
Cedar City Corporation  
P. O. Box 249  
Cedar City, UT 84721

00485073 Bk00933 Pg00859-00859

### Quit Claim Deed

PATSY CUTLER - IRON COUNTY RECORDER  
2004 JUN 21 11:27 AM FEE \$5.00 BY PTC  
REQUEST CEDAR CITY CORPORATION

GEORGIA E. JONES

Iron County

OF Anacortes, Washington, (Grantor) hereby

CONVEY AND WARRANT to CEDAR CITY CORPORATION, (Grantee) the open space parcel donated to Cedar City Corporation located in Cedar City, Iron County, Utah described as follows:

Beginning at a point on the North-South 1/4 Section Line of Section 16, Township 36 South, Range 11 West, SLB&M, which is situated N. 0°12'09" E. 1476.83 feet from the South 1/4 Corner of said Section 16, thence northwesterly around the arc of a curve to the right with a radius of 360.00 feet a distance of 268.69 feet (the chord of said curve bears N. 50°20'16" W. 262.46 feet) thence N. 67°59'48" W. 435.81 feet, thence S. 66°23'41" W. 400.30 feet, thence N. 30°13'45" W. 159.75 feet, thence N. 64°48'15" W. 349.21 feet, thence S. 38°28'16" W. 221.13 feet, thence S. 0°34'44" E. 220.96 feet, thence S. 36°51'46" W. 182.08 feet, thence S. 29°29'28" E. 201.83 feet, thence S. 69°38'17" E. 205.93 feet, thence S. 0°03'08" W. 303.69 feet, thence N. 61°20'51" W. 629.40 feet, thence N. 6°12'26" E. 254.31 feet, thence N. 24°03'27" E. 957.81 feet, thence N. 15°14'25" E. 939.03 feet, thence N. 2°43'41" W. 377.18 feet, thence N. 19°44'08" E. 485.92 feet, thence N. 89°12'43" E. 494.62 feet, thence S. 46°32'42" E. 159.13 feet, thence S. 72°28'59" W. 280.15 feet, thence S. 5°11'39" W. 495.64 feet, thence S. 32°29'21" E. 266.47 feet, thence S. 34°50'00" W. 756.00 feet, thence S. 45°00'00" E. 288.00 feet, thence N. 60°30'00" E. 212.00 feet, thence S. 88°10'16" E. 613.91 feet, thence S. 22°44'12" W. 207.96 feet, thence S. 10°50'12" E. 79.07 feet, thence N. 89°11'12" E. 119.75 feet to the 1/4 Section Line, thence S. 0°12'09" W. along the 1/4 Section Line 623.32 feet to the point of beginning and containing 45.70 acres of land.

#### Deed Restrictions

City will accommodate plans for this donated Open Space to protect in its natural state. The City shall establish a trail system consistent with the City's trail system master plan. City trail system may be paved and contain benches and water fountains similar to the improvements along existing City walking trails.

City may establish parking facilities on the periphery of the open space. Parking facilities may include lighting and paving. Any other improvement associated with the parking facility shall be designed so as to minimize the impact on the natural surroundings.

City may establish restroom and picnic facilities next to the parking facilities. Restrooms shall not be more than one story tall. All restroom and picnic facilities shall be designed to complement the natural landscape.

City will allow all utility access through the open space in order to accommodate existing and future subdivisions. City will require all future utilities to be installed underground.

Future City streets will be built extending Cody Drive and 700 South through the open space. The intent is to maintain this open space as open space for all citizens to use and not abuse.

ATTEST:

By: Georgia E. Jones

STATE OF WA )

COUNTY OF Skaagit ) ss.

On the date first above written personally appeared before me, Georgia E. Jones, the signor(s) of the within and foregoing instrument, who acknowledged to me that they/She executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Theresa E. Young  
Notary Public

Stamp

My Commission Expires: 12-16-07

THERESA E. YOUNG  
STATE OF WASHINGTON  
NOTARY - - - PUBLIC  
MY COMMISSION EXPIRES 12-16-07

AFFADAVIT

I, Sherry Elaine Jones of San Diego, California, Successor Trustee of the Georgia Elaine Jones Revocable Living Trust, do hereby give my permission for Cedar City Corporation to convey approximately 0.07 acre to Mesa Hills Development to be part of the Carmel Canyon Estates Planned Unit Development. This 0.07 acre is presently part of the property which is in the Cedar City Greenbelt in the SW1/4 of Section 16, Township 36 South, Range 11 West, SLB&M. The greenbelt property was previously deeded to Cedar City Corporation by the Georgia Elaine Jones Revocable Living Trust.

Date: 7-31-13

Signed:

*Sherry Elaine Jones*  
Sherry Elaine Jones

STATE OF CALIFORNIA)

S.S.

COUNTY OF SAN DIEGO)

*See attached*

On this            day of            , 2013, personally appeared before me Sherry Elaine Jones, who duly acknowledged to me that she executed this Affidavit for the purposes stated hereon.

NOTARY PUBLIC



**CEDAR CITY  
COUNCIL AGENDA ITEM 9  
STAFF INFORMATION SHEET**

**TO:** Mayor and Council  
**FROM:** Chad Boshell  
**DATE:** August 21, 2013  
**SUBJECT:** Review bids and financing options for the WWTP Nitrate Mitigation Project.

**Discussion-**

Cedar City received bids for the WWTP Nitrate Mitigation Project. As shown below the bids were higher than the engineer's construction estimate of \$8,110,000 provided by Carollo Engineers. With these bids being significantly over the estimate the City Council will need to approve additional funding as described below in addition to approving the contractor.

Bidder	Construction Cost
Alder	\$9,525,000
Sletten	\$9,910,000
W.W. Clyde	\$10,951,750
RSCI	\$11,136,250
Allstate	\$11,185,466

The total cost of the project was previously estimated and allocated \$8,915,000. With the bids the total cost of the project is \$10,916,875. Enoch City will be asked to contribute for the portion of the project that results in increased capacity to the plant. Their contribution to the project is \$325,000. It is proposed that the \$1,676,875 needed to complete the project be allocated from the WWTP fund balance. According to projections for FY14 there will be \$2,026,473 remaining in the fund balance after the project is funded. The table below shows the revenue and expenses for the project.

<b>Revenues</b>	
Allocated	\$ 8,915,000.00
Available including impact fees	\$ 3,703,348.00
Enoch's share	\$ 325,000.00
<b>Total</b>	<b>\$ 12,943,348.00</b>

<b>Costs</b>	
Construction	\$ 9,525,000.00
Contingency	\$ 400,000.00
Testing	\$ 3,000.00
Construction Management Carollo	\$ 300,000.00
Construction Management City	\$ 165,000.00
Design	\$ 523,875.00
<b>Total</b>	<b>\$ 10,916,875.00</b>

The cost to mitigate the nitrate removal of the project seems high but it has environmental and financial advantages. Not only will it allow us to comply with State regulations but it gives us greater flexibility now and with future reuse of the effluent water. This project also increases the overall capacity of the majority of the plant to 4.8 million gallons of water per day (MGD) The new pump station / electrical building have increased capacities to 6.6 MGD. The existing solids handling capacity is almost at its maximum limit of 3288 tons / year while the new solids handling building has a capacity of 807 tons / year. The total cost of improvements that increase the existing capacity and allow for future expansion at the plant is \$2,981,000.

It is our recommendation to allocate an additional \$1,676,875 to the project. We also recommend that Alder Construction be awarded the bid.

**Cedar City Corporation  
Sewer Plant Fund  
Capital Spending Analysis**

	Budgeted FY14	Budgeted FY13	Budgeted Variance
<b>Revenue</b>			
Utility revenues	\$ 2,132,120	\$ 2,619,000	\$ (486,880)
Interest & sundry revenues	27,000	52,000	(25,000)
Impact Fees	47,000	45,000	2,000
Interfund Loan Repayment	244,802	244,802	-
<b>Total</b>	<b>\$ 2,450,922</b>	<b>\$ 2,960,802</b>	<b>\$ (509,880)</b>
<b>Operating Expense</b>			
Personnel	\$ 498,193	\$ 489,985	\$ 8,208
Operating	476,756	471,882	4,874
<b>Total</b>	<b>\$ 974,949</b>	<b>\$ 961,867</b>	<b>\$ 13,082</b>
<b>Net Revenue</b>	<b>\$ 1,475,973</b>	<b>\$ 1,998,935</b>	<b>\$ (522,962)</b>
<b>Projected June 30, 2013 Cash Balance</b>			
Unrestricted	\$ 10,012,848		
Restricted (Impact Fees)	758,008		
<b>Total</b>	<b>\$ 10,770,856</b>		
<b>Projected FY14 Net Revenue</b>			
Unrestricted	\$ 1,428,973		
Restricted (Impact Fees)	47,000		
<b>Total</b>	<b>\$ 1,475,973</b>		
<b>Budgeted Capital Spending Balance</b>			
WWTP Nitrate Mitigation Project	\$ 8,376,745		
Drying Bed Asphalt Repair	136,000		
Equipment & Vehicles	30,736		
<b>Total</b>	<b>\$ 8,543,481</b>		
Projected FY14 Cash Balance	\$ 3,703,348		
Additional Funding for WWTP Nitrate Project	(1,676,875)		
<b>Projected FY14 Cash Net of Obligations</b>	<b>\$ 2,026,473</b>		

<u>WWTP Nitrate Mitigation Project</u>	
Projected Cost	\$ 10,916,875
Enoch's Share	<u>(325,000)</u>
<b>Cedar City's Total</b>	<b>\$ 10,591,875</b>



**CEDAR CITY  
COUNCIL AGENDA ITEM 10  
STAFF INFORMATION SHEET**

**Council Meeting Date:** August 21, 2013

**City Staff Contact:** Chad Boshell/865-5123

**Council Item:** Consider Granting an Easement to Rocky Mountain Power to Service to the New Treatment Equipment at the Waste Water Treatment Plant

**Request Explanation:** In order for Rocky Mountain Power to install their primary power lines and equipment on private property they require a 20 foot wide easement for the lines and equipment. The easements they are requiring for the New Treatment Equipment at the Waste Water Treatment Plant are shown on the attached drawings and described in the in the attached easement agreements. The Planning Commission recommended approval for this item of which the minutes are provided.

SHEET NO. 1  
FILE:

POWER EASEMENT FOR WWTP  
LOC. IN SECTION 28, T35S, R11W, S18&M, IRON COUNTY

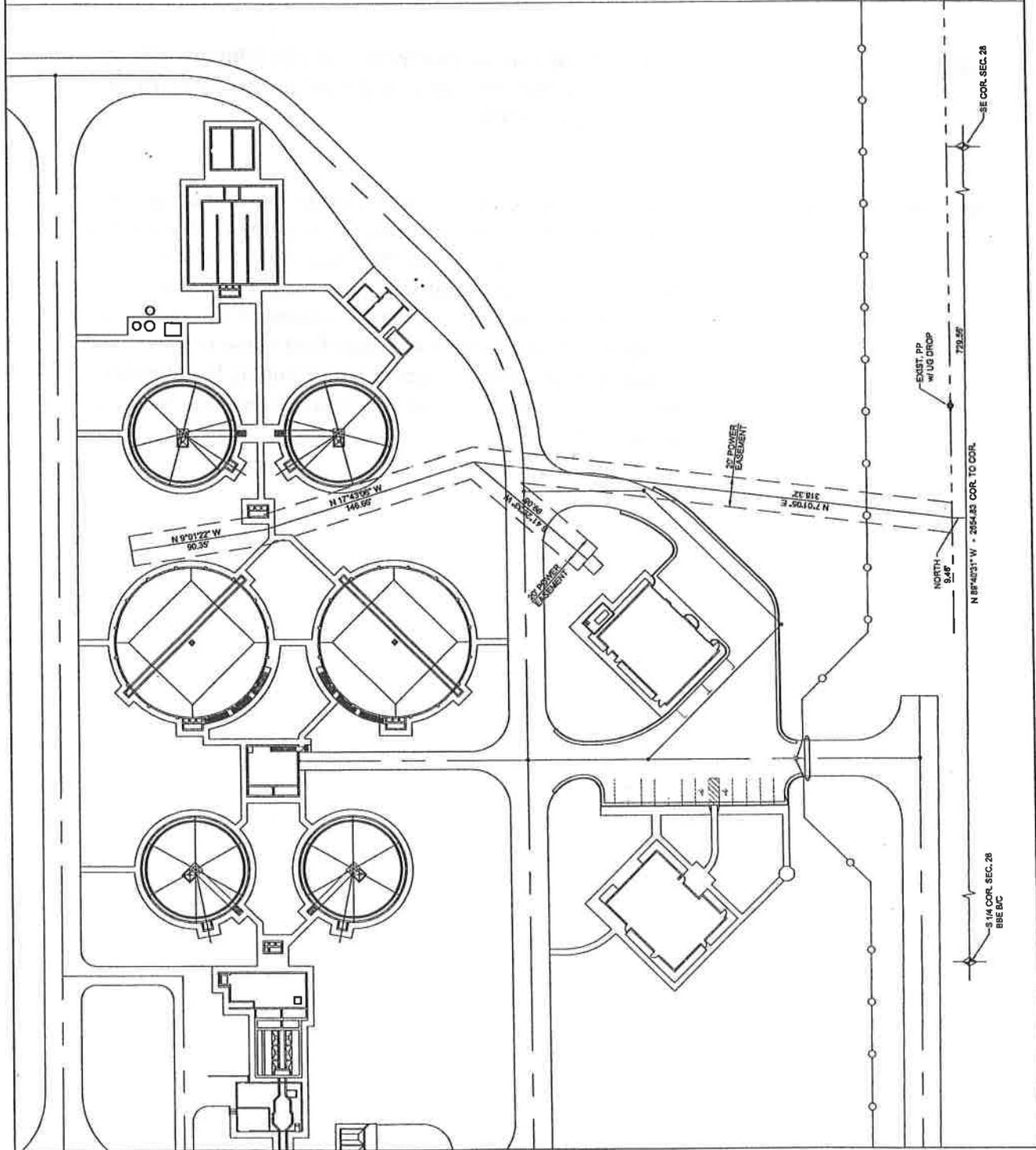
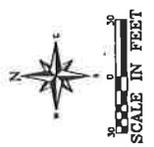
CEDAR CITY  
10 NORTH MAIN STREET  
CEDAR CITY, UTAH 84720  
PR. (435) 888-2883

NO.	DESCRIPTION	DATE	BY

REVISIONS  
SCALE: 1" = 30'

DATE: 7/2013  
CHECKED: J.C.N.  
DRAWN: T.B.M.

11X17 SIZE SHEETS  
ARE NOT TO SCALE









# 11 CEDAR CITY

10 NORTH MAIN • CEDAR CITY, UTAH 84720  
435-586-2950 • FAX: 435-586-4362  
[www.cedarcity.org](http://www.cedarcity.org)

Mayor  
Joe Burgess

Council Members  
Ronald R. Adams  
Nina R. Barnes  
John Black  
Paul Cozzens  
Don Marchant

City Manager  
Rick B. Holman

TO: City Council  
FROM: Dan Rodgerson  
DATE: Monday, August 19, 2013  
RE: Youth Basketball Fees

In the next few weeks we begin registration for youth basketball. Many of you know we have experienced a significant increase in our gym rental fees. The rental price has been increased from \$15 to \$25 for the smaller gyms and \$35 for the larger.

I have included a breakdown of expenses from last year and projections for this year. We are anticipating a \$6,000 increase in our facility rental fees. To balance the increased rental fee we would need to increase the participation cost from \$35 to \$45 for each participant.

As a quick comparison, both youth soccer organizations charge \$60. (This includes a basic uniform.)

Little League charges \$50 which includes a hat and a jersey.

Comparatively, basketball is typically a more expensive sport because it requires an indoor facility. We are recommending raising the participation fee from \$35 to \$45. This would not include the basketball jersey.

## RENTAL CHARGES FOR DISTRICT BUILDINGS

Buildings	Civic/Non-Profit Hourly	Commercial/Fair Market Hourly
Auditorium	\$50	\$150
Main Gym	\$35	\$100
Auxiliary Gym	\$25	\$75
Elementary Gym	\$25	\$75
Classroom	\$15	\$30
Commons Area	\$35	\$100
Multi-Purpose Room	\$20	\$50
Kitchen	\$40	\$100
Locker Rooms (additional)	\$20	\$50
District Office Board Room	\$20	\$40

District Office Board Room

Non District Social Activities/Weddings - \$300 plus \$100 cleaning deposit.

Other Fees	Hourly
Auditorium Tech	\$30 *
Custodial	\$45 **
Food Service	\$40 ***

\* Required for any use of the auditorium beyond basic lighting and sound.

\*\* Minimum 1 hour. Principal to determine if more time is required.

\*\*\* Minimum 1 hour. Food Service to determine if more time is required.

### 2013-2014 Youth Basketball Projections

2012-2013 Actual			
Division	Boys	Girls	
Nursery	41	15	
1st Grade	48	17	
2nd Grade	60	21	
<b>SUBTOTAL</b>	<b>149</b>	<b>53</b>	<b>202</b>
3rd/4th	126	51	
5th/6th	101	49	
7th/8th	106	51	
<b>SUBTOTAL</b>	<b>333</b>	<b>151</b>	<b>484</b>
			<b>686</b>
<b>484 3rd - 8th participants</b>	<b>@ \$35.00 each</b>	<b>\$16,940</b>	
<b>202 K -2nd participants</b>	<b>@ \$35.00 each</b>	<b>\$7,070</b>	
		<b>\$24,010</b>	
		<b>(\$5050 cut to high schools for K-2)</b>	
			<b>Net Revenue: \$18,960</b>
<b>EQUIPMENT &amp; SUPPLIES</b>			
<b>FACILITY RENTALS (PROJECTED AT FULL CAPACITY FOR PRACTICES)</b>			<b>\$13,128.00</b>
Cedar High School	\$345.00		
Canyon View High School	\$840.00		
Cedar Middle School	\$735.00	<b>Practices (8weeks)</b>	
Canyon View Middle School	\$1,500.00	0	
Iron Springs Elem	\$0.00	0	
Three Peaks Elem	\$0.00	\$2,880.00	
<b>GAME RENTAL TOTAL</b>	<b>\$3,420.00</b>	<b>\$3,600.00</b>	
<b>TOURNEY RENTALS TOTAL (Est.)</b>	<b>\$525.00</b>	<b>\$1,440.00</b>	
<b>RENTAL TOTAL</b>	<b>\$13,653.00</b>	<b>\$1,080.00</b>	
			<b>\$9,000.00</b>
<b>Officials/Gym Attendants (Estimated on \$8/hr)</b>			
228 Games			\$5,472.00
15 Tourney Games			\$360.00
<b>TOTAL</b>			<b>\$5,832.00</b>
<b>2012-2013 Youth Basketball</b>		<b>2013-2014 Youth Basketball</b>	
<b>Revenue:</b>	<b>\$18,960</b>	<b>Revenue:</b>	<b>\$18,960</b>
<b>EXPENSES</b>		<b>EXPENSES</b>	
Equipment & Supplies	\$13,128		8,550.00
Gym Rentals	\$13,653	<b>New Gym Rental Fee</b>	<b>\$23,525+</b>
Staff	\$5,832	Staff	\$5,832
K-2 Clinic	\$5,050	K-2 Clinic	\$5,050
<b>Total Expenses</b>	<b>\$37,663</b>	<b>Total Expenses</b>	<b>\$42,957.00</b>
<b>LESS TOTAL REVENUE</b>	<b>\$18,960</b>		<b>\$18,960</b>
<b>DIFFERENCE</b>	<b>(\$17,100)</b>		<b>(\$23,997.50)</b>
Projected per/person registration increase			\$34.98
Current Reg Fee	<b>\$35</b>		<b>\$35</b>
Projected registration/participant			\$69.98



**CEDAR CITY COUNCIL**  
**AGENDA ITEM 12**

**DECISION SHEET**

**TO:** Mayor and City Council  
**FROM:** Robert D. Allinson  
**DATE:** 18 August 2012

**SUBJECT:** Cooperative Agreement for Consolidated Dispatch Service

**ISSUE:** Signing of Contract with State for Dispatch Service

**DISCUSSION:** The police and fire department contract with the State of Utah for dispatch service. Each year the contract must be re-signed by the Mayor. The fee is based on a formula of calls-for-service and property tax valuations. As our property values continue to grow; and/or our calls-for-service continue to increase; we will pay an increasing share of the dispatch fee.

Last budget year, our portion was \$152,250. This year it is \$155,373. However, this fee is still considerably less than what it would cost to provide our own dispatch service.

A copy of the agreement is attached.

## COOPERATIVE AGREEMENT

### Providing for Consolidated Dispatch Service in Iron County

THIS AGREEMENT made and entered into this **1st day of July, 2013**, pursuant to the Interlocal Cooperation Act found in Title 11, Chapter 13 of the Utah Code, by and between IRON COUNTY, hereinafter referred to as "County," the cities or towns of CEDAR, PAROWAN, BRIAN HEAD, ENOCH, PARAGONAH, KANARRAVILLE, and NEW HARMONY, hereinafter referred to as "Cities," and the UTAH DEPARTMENT OF PUBLIC SAFETY, hereinafter referred to as "State," all being public agencies of the State of Utah as defined by the Interlocal Cooperation Act.

WITNESSETH:

WHEREAS, State, County, and Cities desire to enter into this cooperative contract for the purpose of coordinating dispatch and communications services within the Iron County area, and providing said dispatch and communications services without regard to territorial boundaries, which shall benefit all of the citizens of those agencies participating, and;

WHEREAS, the Commissioner of the Utah Department of Public Safety, Iron County Commissioners, Iron County Sheriff, and Mayors of the Cities have decided that consolidated emergency communications services are needed by State, County and Cities, and that it is mutually advantageous to each party to enter into this agreement, and;

WHEREAS, it is anticipated that the services provided for herein be paid by the parties on a cost basis as hereinafter set forth, and the respective governing bodies of State, County and Cities have determined and agreed that said costs are reasonable, fair, and adequate for such services.

NOW, THEREFORE, in compliance with and pursuant to the terms and provisions of the Interlocal Co-operation Act, State, County and Cities do hereby contract and agree as follows:

1. Emergency communications and dispatch services shall be the responsibility of the emergency communications center, hereinafter referred to as "Cedar Communications Center," located at the Iron County Building at 2130 North Main Street, Cedar City, Utah 84721.

2. The Cedar Communications Center will provide emergency communications and dispatch services for public safety functions (i.e., Sheriff's Office, Police Departments, Utah Highway Patrol, Emergency Medical Services, Fire Departments, and other state and local agencies operating on public safety-licensed frequencies); serve as the public safety answering point (PSAP) for 9-1-1 communications; and provide other such emergency dispatch services as authorized and agreed upon by a consolidated communications services advisory board as established under paragraph three (3) of this agreement.

3. A consolidated communications services advisory board, hereinafter referred to as "Board," is hereby created and shall serve in an advisory capacity to the administrator of the Cedar Communications Center. The Board will be composed of the following:

- a. Sheriff of Iron County, or representative;
- b. Police Chief from each of the Cities, or representative;
- c. Fire Chief from each of the Cities, or representative;
- d. Iron County 9-1-1 Coordinator, or representative;

- e. Ambulance Service Director, or representative;
- f. Section Lieutenant for the Utah Highway Patrol, or representative;
- g. AP&P Regional Administrator, or representative; and
- h. Communications Bureau Director for the Utah Department of Public Safety, or representative.

Each appointment to the Board shall be by the governing body of each entity involved, and shall serve at the pleasure of that governing body, and can only be removed by the governing body they represent.

4. Board members shall select a chairman from their own membership. The Board shall establish policies and procedures regulating its meetings, and shall comply with the requirements of the Open and Public Meetings Act found in Title 52, Chapter 4, of the Utah Code, and other applicable provisions of law. Board members shall serve without compensation. The Board is vested with the responsibility and duty to develop and recommend the following to the administrator of the Cedar Communications Center:

- a. Policies and procedures under which the Cedar Communications Center shall be operated;
- b. Purchase of equipment necessary to properly carry out the functions of the Cedar Communications Center;
- c. A budget for the Cedar Communications Center for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

5. The fiscal year for the Cedar Communications Center will be the 1st of July through the 30th of June of the following calendar year.

6. Proposed capital expenditures in excess of five-thousand dollars (\$5,000) shall be approved by the Board by majority vote prior to being included in the budget.

7. The Cedar Communications Center shall provide continuous dispatch operations and will be available twenty-four (24) hours a day, seven (7) days a week, to answer all requests to/from public safety agencies or the public, and to dispatch the appropriate agency and/or personnel.

8. The Communications Bureau Director for the Utah Department of Public Safety shall act as the Cedar Communications Center administrator, and shall furnish and supply personnel, supervision, equipment, the facility, and supplies necessary to operate the communications center at the level of service recommended by the Board.

9. The County and Cities shall have no liability for the direct payment of salaries, wages, and other compensation to personnel performing services for County and Cities, nor shall County and Cities assume liability whatsoever other than provided for in this agreement.

10. All parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G, Chapter 7 of the Utah Code. Nothing in this agreement shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by

the act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to the act, each party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.

11. The dispatch and supervisory personnel necessary to provide the communications services to be rendered under the terms of this agreement shall be appointed pursuant to rules of selection and hiring in accordance with State of Utah, Department of Human Resource Management Rules.

12. Fees for dispatch service shall be based on the following formula:  
 Budget – 911 Funds = 100% Distributed

The County and Cities portion of the budget formula is based on 50% radio log transactions + 50% tax base. Any changes in fees for dispatch service shall be executed only with the approval of the Board and each entity's governing body.

13. The budget for the Cedar Communications Center for FY 2013-2014 shall be as follows:

<u>Expenses</u>	
Personnel - Salaries and Benefits (15 FTEs)	\$1,021,000
1 - Manager	
2 - Shift Supervisors	
12 - Dispatchers	
Travel and Training	6,000
Current Expense	44,950
Building Lease	23,050
Data Processing	18,000
Total Annual Expenses:	\$1,113,000

<u>Revenues</u>	
State of Utah/Department of Public Safety	\$544,650
AP&P/Utah Department of Corrections	37,000
Southern Utah University	10,000
Iron County 911 Funds	185,000
Cedar City	155,373
Iron County	117,799
Enoch City	20,775
Brian Head	20,024
Parowan City	17,005
New Harmony	3,374
Kanarraville	1,000
Paragonah	1,000
Total Annual Revenues:	\$1,113,000

14. Adequate funding for the Cedar Communications Center in accordance with the approved budget and any authorized increases thereto shall be provided by the parties to this agreement. Fees for dispatch service for the term of this agreement shall become due and payable on July 1, 2013 and

will be billed to each entity in one annual invoice during the fiscal year in progress. Payments shall be delivered to the Financial Officer for the Communications Bureau of the State of Utah, Department of Public Safety (2060 South 2760 West, Salt Lake City, Utah 84104).

15. All equipment and supplies directly related to the Cedar Communications Center shall be under the control and inventory of the State.

16. Installation, maintenance, repair and changes of all equipment, radios, facilities, and grounds shall be the responsibility of the State.

17. County shall retain ownership of the E9-1-1 emergency telephone equipment, uninterruptible power supply, and annual maintenance for service, repair or replacement of E 9-1-1 equipment associated with E9-1-1 service for the undersigned public agencies. County will be responsible for managing collection, disbursement, and accountability for funds collected through the 9-1-1 surcharge as described in the Emergency Telephone Service Law, found in Title 69, Chapter 2 of the Utah Code.

18. The term of this agreement shall be for a period of one (1) year, commencing on July 1, 2013 at 12:01 a.m. and continuing through June 30, 2014 at midnight.

19. The State, County or Cities may withdraw from this agreement at the end of the fiscal year then in progress by giving the others written notice, and by paying their pro rata share of any unpaid costs. Said written notice shall be given at least six (6) months prior to the end of the fiscal year, and will be effective for the following fiscal year.

20. That if any additional public agency desires to enter into this agreement, approval shall be made by the Board. The initial fees for dispatch service shall be based on statistics collected from the prior year.

IN WITNESS WHEREOF, the hands of the parties are set below:

APPROVED AS TO FORM

UTAH DEPARTMENT OF PUBLIC SAFETY

BY: \_\_\_\_\_  
Utah Assistant Attorney General

BY: \_\_\_\_\_  
Keith D. Squires, Commissioner

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Alan Workman, Bureau Director

DATE: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Iron County Attorney

DATE: \_\_\_\_\_

IRON COUNTY COMMISSION

BY: \_\_\_\_\_  
Chairman

DATE: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Cedar City Attorney

DATE: \_\_\_\_\_

CEDAR CITY

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Parowan City Attorney

DATE: \_\_\_\_\_

PAROWAN CITY

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Brian Head Town Attorney

DATE: \_\_\_\_\_

BRIAN HEAD TOWN

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Enoch City Attorney

DATE: \_\_\_\_\_

ENOCH CITY

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Paragonah Attorney

DATE: \_\_\_\_\_

TOWN OF PARAGONAH

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Kanarraville Attorney

DATE: \_\_\_\_\_

TOWN OF KANARRAVILLE

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
New Harmony Attorney

DATE: \_\_\_\_\_

TOWN OF NEW HARMONY

BY: \_\_\_\_\_  
District Fire Chief

DATE: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Attorney

DATE: \_\_\_\_\_

SOUTHERN UTAH UNIVERSITY

BY: \_\_\_\_\_  
Director of Purchasing

DATE: \_\_\_\_\_

