



CEDAR CITY

10 NORTH MAIN • CEDAR CITY, UTAH 84720
435-586-2950 • FAX: 435-586-4362
www.cedarcity.org

CITY COUNCIL WORK MEETING OCTOBER 2, 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, October 2, 2013, immediately following the Redevelopment Agency work meeting, 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. Business Agenda

Public

1. Energy performance proposal – Mark Cram/Rick Holman
2. Consider a T-Hangar Lease – Mark Alley/Russ Volk

Staff

3. Consider a contract between Cedar City Corp. and Straight Stripe – Russ Volk
4. Consider a change order to the contract between Cedar City Corp. and Straight Stripe – Russ Volk
5. Consider an Interlocal Agreement for an Iron County Tourism Grant – Dan Rodgerson
6. Consider a \$1.1 million cooperative South Interchange agreement with UDOT – Kit Wareham
7. Consider an amendment to the Financial Services Agreement with Zions Bank Public Finance – Paul Bittmenn
8. FY 2013-14 budget revision – Jason Norris

Dated this 30th day of September, 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 30th day of September, 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 1**

INFORMATION SHEET

TO: Mayor and City Council
FROM: Rick Holman
DATE: September 30, 2013
SUBJECT: Energy Performance Audit

DISCUSSION: The City staff has been approached by a private firm, Siemens Industry, regarding a concept of Energy Performance Contracting. The idea is that a company who works with energy systems (electrical, natural gas, solar) and the components used in delivery of energy, is able to evaluate buildings, infrastructure (street lights), equipment (well motors, control systems) and determine the efficiency of the energy used. With an audit, the company is then able to identify possible energy savings through various energy efficient measures. These could include retrofitting buildings, lighting systems, energy controls and others. The retrofitting would have capital costs and the company would estimate a “pay back period” associated with the energy savings.

Some city staff have listened to a presentation and have seen some potential benefits of the proposal. The purpose of having the vendor make a presentation to the Council is that if the City were to pursue this concept, the vendor would request an agreement for them to be the contractor of the retrofitting improvements. If the concept looks like something the City should pursue, we would consider a Request For Proposal as there are other firms who would do similar services.

You may also be aware that Rocky Mountain Power has in-house staff who are able to do energy audits on electrical systems and make recommendations for energy savings. The audits are no cost to the City. Suggested modifications are accompanied by estimated costs of retrofitting. I have asked the Siemens representative to address this.

This is an information item on the agenda for discussion purposes.

**CEDAR CITY COUNCIL
AGENDA ITEM #2**

DECISION PAPER

TO: Mayor and City Council

FROM: Russ Volk

DATE: Oct 2nd, 2013

SUBJECT: Consider City T-Hangar Lease Request

RECOMMENDATION: Airport Board has approved this lease request and asked to forward on to City Council for consideration

DISCUSSION: Mark Alley has requested that it be allowed to lease spot #3 in the city owned T-Hangars. The approved lease rate is \$120 per month. The Airport Board considered this matter at its meeting on Sept 24th and voted to approve this request and forward on to City Council for consideration.

T-HANGAR LEASE

This Agreement is made and entered into between Cedar City Corporation, herein referred to as LESSOR, and Mark Alley, herein referred to as LESSEE.

LESSEE hereby offers to lease from LESSOR T-Hangar Spot # 3, as more particularly described in exhibit #1 which is attached hereto and incorporated herein by this reference, upon the following terms and conditions:

1. **Term, Rent and Security Deposit.** LESSOR hereby leases the above premises for a term of 1 years, commencing 1 Oct, 2013 and terminating on 30 Sept, 2014 or sooner as provided herein at the monthly rental rate of one hundred twenty dollars (\$120.00), payable in advance on the first day of each month during the term of this lease. All rental payments shall be made to LESSOR at the address specified below.

No security deposit is required for this lease.

2. **Use.** LESSEE shall use and occupy the premises for storage, maintenance and inspection of aircraft; maintenance as used herein refers to FAA-approved periodic maintenance only (major repairs are prohibited on the premises). The premises shall be used for no other purposes. LESSOR represents that the premises may lawfully be used for such purpose.

3. **Care and Maintenance of Premises.** LESSEE shall be responsible for all repairs required, excepting the roof, exterior walls and structural foundation, which shall be maintained by LESSOR.

4. **Alterations.** LESSEE shall not, without first obtaining the written consent of LESSOR, make any alterations, additions, or improvements, in, to or about the premises.

5. **Ordinances and Statutes.** LESSEE shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by LESSEE. LESSEE will ensure compliance with Cedar City Airport Rules and Regulations and Minimum Standards, where applicable.

6. **Assignment and Subletting.** LESSEE shall not assign this lease or sublet any portion of the premises without prior written consent of the LESSOR, which shall not be unreasonably withheld. Any such assignment or subletting without LESSOR's consent shall be void and at LESSOR's option may terminate the lease. In the event LESSOR grants to LESSEE permission for such reassignment or subletting, LESSEE understands that they are still responsible for monthly rent payments and required maintenance.

7. **Utilities.** LESSEE understands that no utilities are available with this property.

8. **Entry and Inspection.** LESSEE shall permit LESSOR or LESSOR's agent to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit LESSOR at any time within thirty (30) days prior to the expiration of this lease, to place upon the premises "Hangar for Rent" signs, and permit persons desiring to lease the same to inspect the premises.

9. **Indemnification of Lessor.** LESSOR shall not be liable for any damage or injury to LESSEE, or any other person, or to any property, occurring on the demised premises or any part thereof, and LESSEE agrees to hold LESSOR harmless from any claims for damages, no matter how caused.

10. **Insurance.** LESSEE, at its expense, shall maintain public liability insurance including bodily injury and property damage insuring LESSEE and LESSOR. LESSEE shall provide LESSOR with Certificate of Insurance showing LESSOR as additional insured. The required insurance shall be in amounts to meet or exceed the State of Utah Governmental Immunity caps as defined in Utah Administrative Rule R37-4. If the governmental immunity caps are adjusted LESSOR may require LESSEE to provide adjusted certificates of insurance. The Certificate shall provide for a ten-day written notice to LESSOR in the event of cancellation of material change of coverage.

LESSEE, at its expense, shall maintain insurance on content at the premises. LESSOR shall maintain insurance on the structure.

11. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting LESSEE's use of the premises shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to LESSEE. LESSEE shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

12. **Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, LESSOR shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that LESSEE shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of LESSEE on the premises. If such repairs cannot be made with said sixty (60) days, LESSOR, at its option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that LESSOR shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. A total destruction of the building in which the premises may be situated shall terminate this lease.

13. **Lessor's Remedies on Default.** If LESSEE defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, LESSOR may give LESSEE notice of such default, and if LESSEE does not cure any such default within thirty (30) days after the giving of such notice, then LESSOR may terminate this lease forthwith. If default is of such a nature that it cannot be completely cured within the thirty (30) day time period, if LESSEE does not commence such curing within such thirty (30) days after thereafter proceed with reasonable diligence and in good faith to cure such default, then LESSOR may terminate this lease.

14. **Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

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

Lessee:

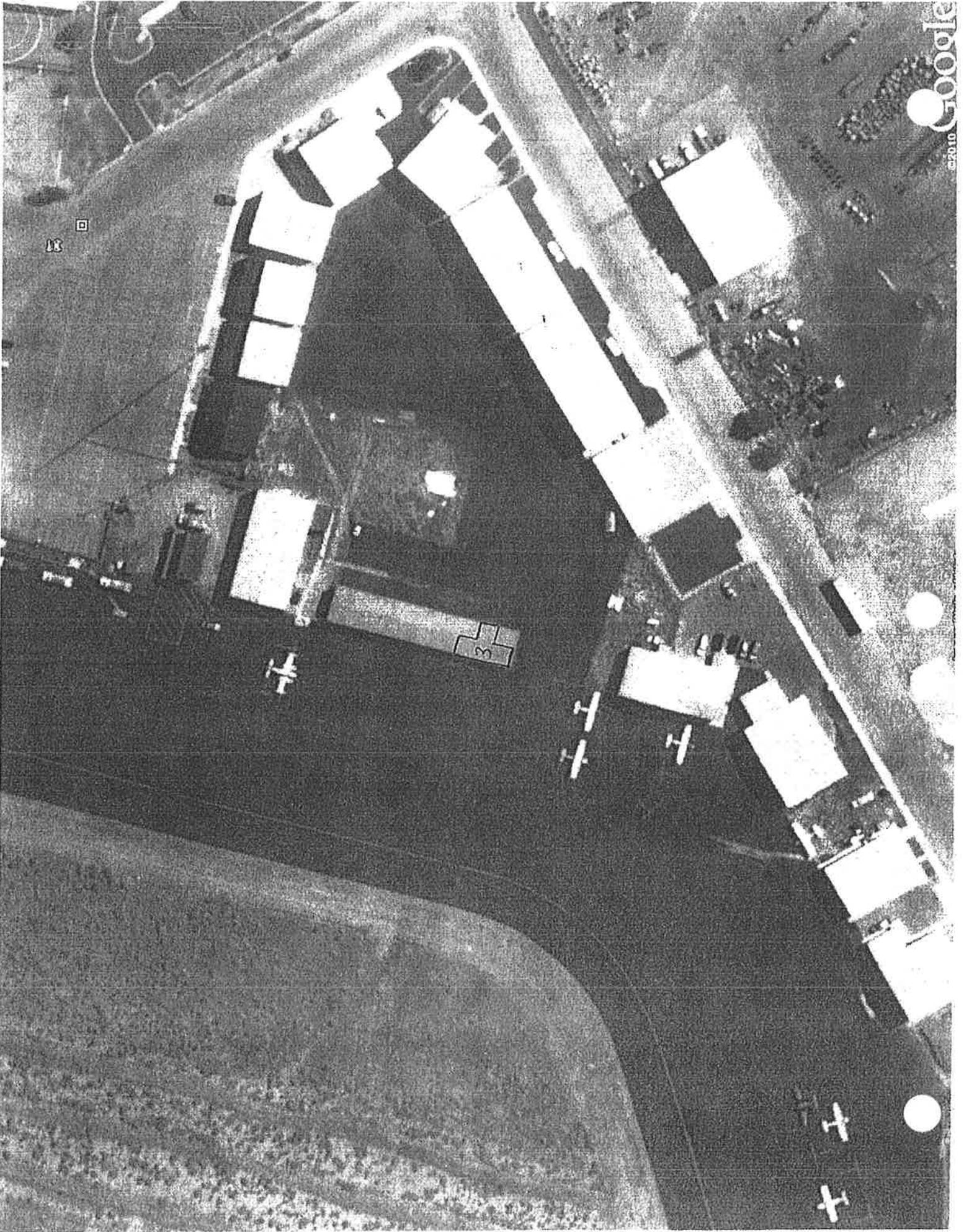
LESSEE

By: _____
Name:
Title:

STATE OF UTAH)
 : ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___,
by _____.

Notary Public



**CEDAR CITY COUNCIL
AGENDA ITEM # 3 & 4**

DECISION PAPER

TO: Mayor and City Council

FROM: Russ Volk

DATE: Oct 2, 2013

SUBJECT: Contract between Cedar City Corp and Straight Stripe

RECOMMENDATION: Consider the approval of the contract to accomplish pavement preservation efforts

DISCUSSION: The Utah Division of Aeronautics is providing the Cedar City Regional Airport a pavement preservation grant for the purpose of fog sealing and repainting the main runway 2/20 and the terminal air carrier ramp. Total grant amount is \$220,000.00

The project will consist of fog sealing the asphalt on the main runway 2/20, Terminal Air Carrier Ramp and a portion of the south apron.

In a competitive bid process, Straight Stripe Painting, Inc and Bonneville Asphalt and Repair were the bidders on the Airport Pavement Preservation project. Upon a review of the bids, the airport consultant is recommending the award and contract be given to Straight Stripe Painting, Inc. The amount of the contract is \$182,499.50, below both the budget and total grant amount.

Request the City Council also approve in advance any potential change orders to the pavement preservation efforts so long as any change orders, when added to approved contracts do not exceed the total grant amount of \$220,000.00

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

BID TABULATION
CEDAR CITY REGIONAL AIRPORT
UDOT FY14 PAVEMENT MAINTENANCE PROJECT

Bid Date: September 26, 2013

Bid Item	Item No.	Item Description	Unit	Qty	Engineer's Estimate		Straight Stripe Painting, Inc.		Bonneville Asphalt & Repair	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	P-620	Paint Removal (sand blast)	SF	525	\$1.50	\$787.50	\$4.78	\$2,509.50	\$4.76	\$2,499.00
2	P-604	Coal-Tar Fog Seal Coat	SY	167,000	\$0.70	\$116,900.00	\$0.75	\$125,250.00	\$0.79	\$131,930.00
3	P-620	Runway & Taxiway Painting (Temporary)	SF	119,000	\$0.45	\$53,550.00	\$0.20	\$23,800.00	\$0.48	\$57,120.00
4	P-620	Runway & Taxiway Painting (Permanent)	SF	119,000	\$0.45	\$53,550.00	\$0.26	\$30,940.00	\$0.48	\$57,120.00
TOTAL:						\$224,787.50		\$182,499.50		\$248,669.00

CEDAR CITY REGIONAL AIRPORT
AIRPORT PAVEMENT MAINTENANCE

CONTRACT

THIS CONTRACT made this _____ day of _____, 2013, by and between Cedar City Corporation, hereinafter called Owner and Straight Stripe Painting, Inc. hereinafter called the Contractor.

WITNESSETH: That the Owner and the Contractor, for the consideration herein stated, agree as follows:

ARTICLE I - SCOPE OF WORK. The Contractor shall perform everything required to be performed, shall provide and furnish all labor, tools and equipment, and shall furnish and deliver all materials not specifically stated as being furnished by the Owner, to complete all the work necessary to construct the Airport Pavement Maintenance: Coal-tar maintenance seal coat and painting pavement markings at the Cedar City Regional Airport, bid dated September 26, 2013, in Cedar City, State of Utah in the best and most workmanlike manner, and in strict conformity with the provisions of this contract, the proposal and the plans and specifications. The plans and specifications and the proposal are hereby made a part of the contract as fully and to the same effect as if the same had been set forth at length in the body of this contract.

It is agreed that the status of the Contractor under this contract is that of Independent Contractor rather than that of an Employee of the Owner. Accordingly, the Contractor, in performance of his obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly to this contract, the proposal, and the plans and specifications aforesaid, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision.

ARTICLE II - CONTRACT PRICE. The Owner shall pay the Contractor, as full consideration for the performance of this contract, the contract bid price per item as shown in the proposal, for the quantities of work actually performed and accepted.

The contract amount is: One Hundred Eighty Two Thousand Four Hundred Ninety Nine dollars and Fifty Cents. (\$182,499.50).

ARTICLE III - PREREQUISITE TO PARTIAL PAYMENTS. If required by the Owner, any request or application by Contractor, for a partial payment shall be accompanied and supported by data establishing payment or satisfaction of all Contractor obligations for payroll, bills for materials and equipment, and other indebtedness, with such data establishment to be evidenced by receipts, releases and waivers of lien, arising out of the contract, to the extent and in such form as may be designated as acceptable and satisfactory by the Owner. The Owner may require such data, including but not limited to, an executed, completed lien waiver and release from all subcontractors lower-tier subcontractors and suppliers. The submission of these items, if requested by the Owner with the Contractor's application or request for a partial payment shall constitute a condition precedent to the Contractor's right to any such partial payment, and any particular application or request for partial payment submitted without these items, if so requested by the Owner, shall be deemed incomplete.

ARTICLE IV - FINAL PAYMENT. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Owner to the Contractor when the work has been completed, the contract fully performed, and a final certificate for payment has been issued by the city's Engineer. Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the City through the city's Engineer and Purchasing Agent of the city, (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment, and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the contract, to the extent and in such form as may be designated by the Owner.

If after substantial completion of the work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of change orders affecting final completion, and the city's Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the city's Engineer and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the contract documents, and if bonds have been furnished, the written consent of the Surety of the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the city's Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing payments as heretofore set forth, except that it shall not constitute a waiver of claims.

The making of final payment shall constitute a waiver of all claims by the Owner except those arising from: (1) unsettled liens; (2) faulty or defective work; (3) failure of the work to comply with the requirements of the contract documents; or (4) terms of any special warranties required by the contract documents.

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment.

All provisions of this contract, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment.

ARTICLE V - CONTRACT BINDING. The Contract, with all its forms, plans, specifications and stipulations, shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

ARTICLE VI - ATTORNEY'S FEES. In the event that either party institutes any action of proceeding against the other relating to the breach of any term of this contract, then the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expense of such action including reasonable attorney fees, incurred therein by the successful party.

ARTICLE VII – NON-DISCRIMINATION. The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the Owner deems appropriate.

ARTICLE VIII – INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City and its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the /study itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of

them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. In any and all claims against the City or any of its agents or employees by any employee of the Contractor anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be payable by or for Contractor under worker's or workmen's compensation acts, disability benefits acts or other employee benefit acts.

ARTICLE IX – ELECTRONIC VERIFICATION OF EMPLOYEE IMMIGRATION STATUS. Pursuant to the provisions of Utah Code Annotated, Title 63G, Chapter 12, CONTRACTOR shall register and participate in the Status Verification System in order to enter into this contract. The Contractor shall document and verify the citizenship or immigration status of each new employee. The Contractor shall use one of the electronic verification systems defined in UCA Title 63G, Chapter 12. In all contracts with subcontractors, at any level, the Contractor shall require each subcontractor, at any level, to use an electronic verification system, as defined in UCA Title 63G, Chapter 12, to verify the citizenship or immigration status of all employees. All subcontractors at any level shall be required to certify to the Contractor, by affidavit, that the subcontractor has verified through an electronic verification system the employment status of each new employee.

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

(SEAL)

OWNER: CEDAR CITY CORPORATION

By: _____

ATTEST: _____ Type Name: Joe Burgess

Type Name: Renon Savage Title: Mayor

Title: City Recorder Date: _____

(SEAL)

CONTRACTOR: STRAIGHT STRIPE PAINTING, INC.

By: _____

ATTEST: _____ Type Name: _____

Type Name: _____ Title: _____

Title: _____ Date: _____

CEDAR CITY REGIONAL AIRPORT

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, Straight Strip Painting, Inc. _____
(Name of Contractor) (Address of Contractor)

a _____, hereinafter called "Principal,"
(Corporation, Partnership or Individual)

and _____,
(Name of Surety) (Address of Surety)

herein after called Surety, are held and firmly bound unto Cedar City Corporation, hereinafter called OWNER, in the penal sum of One Hundred Eighty Two Thousand Four Hundred Ninety Nine Dollars and Fifty Cents (\$182,499.50) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2013, a copy of which is hereto attached and made a part hereof for the construction of: Airport Pavement Maintenance: Coal-tar maintenance seal coat and painting pavement markings at the Cedar City Regional Airport, Bid dated September 26, 2013.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PAYMENT BOND (continued)

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2013.

ATTEST:

_____	Principal
Principal Secretary	By: _____
_____	Address
Witness as to Principal	_____
_____	Address
Address	_____

ATTEST:

_____	Surety
_____	By: _____
Surety Secretary	Attorney-in-Fact
_____	Address
Witness as to Surety	_____
_____	Address
Address	_____

NOTE:

- Date of BOND must not be prior to date of Contract.
- If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

CEDAR CITY REGIONAL AIRPORT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, Straight Strip Painting, Inc _____
(Name of Contractor) (Address of Contractor)

a _____, hereinafter called "Principal,"
(Corporation, Partnership or Individual)

and _____,
(Name of Surety) (Address of Surety)

hereinafter called Surety, are held and firmly bound unto Cedar City Corporation hereinafter called OWNER, in the penal sum of One Hundred Eighty Two Thousand Four Hundred Ninety Nine Dollars and Fifty Cents (\$182,499.50) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2013, a copy of which is hereto attached and made a part hereof for the construction of: Airport Pavement Maintenance: Coal-tar maintenance seal coat and painting pavement markings at the Cedar City Regional Airport, Bid dated September 26, 2013.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PERFORMANCE BOND (continued)

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2013.

ATTEST:

_____	Principal
Principal Secretary	By: _____
_____	_____
Witness as to Principal	Address
_____	_____
Address	_____
_____	_____

ATTEST:

_____	Surety
_____	By: _____
Surety Secretary	Attorney-in-Fact
_____	_____
Witness as to Surety	Address
_____	_____
Address	_____
_____	_____

NOTE:

- Date of BOND must not be prior to date of Contract.
- If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**Memorandum of Understanding
Iron County Restaurant Tax Board
2013 Project Funding Program**

WHEREAS, Iron County conducts a private/public partnership program known as the Iron County Restaurant Tax Project Funding Program (ICRTPFP) utilizing the funds generated by the Iron County Tourism, Recreation, Cultural and Conventions, and Airport Facilities Tax (TRCC -also known as the Restaurant Tax);

WHEREAS, an objective of the IC/RTPFP is to leverage the funds generated by the Iron County TRCC Tax for marketing programs and tourism promotion; or for the development, operation and maintenance of tourist, cultural, recreation, and convention facilities; or to pledge as security and reserves on bonds related to financing tourism, recreation, cultural and convention facilities;

WHEREAS, the Cedar City Leisure Services has been qualified by the Iron County Restaurant Tax Advisory Board to receive \$7,400 for the club house renovation at Cedar Ridge Golf Course;

NOW THEREFORE, be it resolved that the Iron County Restaurant Tax Board and Cedar City Leisure Services, hereby enter into a private/public partnership in the amount of \$7,400.

The Iron County Restaurant Tax Board pledges the following to the partnership:

1. 50% of the approved amount of \$7,400 will be paid upon receiving the signed MOU and an invoice for that amount from the applicant no earlier than 60 days prior to the project start date; the remaining 50% being paid upon completion of the project and submission of the required vendor invoices.

The Cedar City Leisure Services agrees to the following:

1. To comply with the policies and procedures outlined for the Iron County Restaurant Tax Project Funding Program.
2. To submit the initial funding invoice within the budget year for which funding was approved.
3. To complete the project in a timely manner. In the event the project can not be completed in the budget year, Cedar City Leisure Services will submit an extension notice to the Iron County Restaurant Tax Board by November 1st.
4. To recognize Iron County as a contributor to the project in the form of: (specify below)

(Recognition should be stated as: Iron County Commission & Restaurant Tax Board)

It is understood and accepted that should the proposed project not be completed as outlined, all funds for the project must be returned to the Iron County Auditor immediately.

Agreed to this on the _____ day of _____, 2013

By:

Maria Twitchell
Executive Director
Iron County Tourism Bureau

Dan Rodgerson
Cedar City Leisure Services Representative

Please return one signed copy to:

Maria Twitchell
Tourism Bureau
581 N. Main
Cedar City, Ut 84721

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

TO: Mayor and Council

FROM: Kit Wareham

DATE: October 2, 2013

SUBJECT: Consider Cooperative Agreement with UDOT for the Reconstruction of the South Interchange

DISCUSSION: In 2011 the City made a presentation to UDOT requesting them to fund the reconstruction of the Cedar City south interchange. As part of that presentation, the City proposed significant participation in the project including, providing property if needed, cash and other items. Because of the City's significant participation in the project, the UDOT Transportation Commission did fund the reconstruction of the Cedar City South Interchange for their 2114/1015 UDOT budget year. UDOT is now in the final stages of the design for the interchange project and the project is scheduled to begin construction in April of next year, 2014.

The amount of cash participation that the City presented to the UDOT Commission was \$1,100,000. This agreement details the requirements for this \$1,100,000 and what the money will be used for including a minimum of 0.75 % of the project construction costs for landscaping. The agreement also specifies that the City will pay the money to UDOT before the project is awarded, which is estimated to be in March of next year 2014. There is also a provision in the agreement that UDOT will refund any money that is not issued in the project unless the City requests that the extra funds be used on additional landscaping.

At the time of the presentation to UDOT, the City was anticipating the South Interchange Reconstruction Project would be done in phases with the final phase being completed in 2021. The City anticipated that by saving \$100,000 per year of C-road funds that the City could have the \$1,100,000 by the time the project was completed. Currently, the City has \$450,000 of the \$1,100,000 saved for the project.

However, as stated above, the UDOT Commission decided to fund the entire project next year and has offered the City a 0.75% interest loan to ensure our additional \$650,000 would be available when the project is awarded next March. In the next month a separate agreement will be brought to you for this loan. At that time one thing the City Council may want to consider is that there is currently an unallocated fund balance in the C-Road fund of over \$1,000,000. The City Council could choose to pay the entire \$1,100,000 now and not bond with UDOT for the loan.



**State of Utah
Department of Transportation**

<p align="center">Cooperative Agreement Local Agency</p>	<p>Project Description: : I-15; South Cedar City Interchange</p> <p>Local Agency: Cedar City Corporation</p>	<p>Estimated value of scope of work</p> <p align="center">\$1,100,000.00</p>
<p>PIN: 9951</p> <p>Job/Project: F-I15-2(54)57</p>		<p>Date Executed</p> <p align="center">[insert date]</p>

THIS AGREEMENT, made and entered into executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and Cedar City Corporation, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency.**”

Local Agency has requested that the Work be included in UDOT’s Project. Subject to the attached provisions, UDOT will include the following items into the above referenced Project. The \$1,100,000.00 is part of a partnership proposal the Local Agency made with the Utah Transportation Commission. Upon signing this Agreement, Cedar City Corporation agrees that the entire \$1,100,000.00 will be incorporated into the UDOT project that will modify the South Cedar Interchange into a Diverging Diamond Interchange and will be used as identified under the Description of Work. If any excess money is available after making the UDOT project whole, and not incorporated into landscaping/aesthetic items with this project, UDOT will amend this agreement, and refund the excess portion to the Local Agency.

Description of Work:

The following construction priorities are being utilized to make the project whole:

1. Construction of NB off ramp and SB on ramp.
2. Construct DDI and realign Cross Hollow Road.
3. Lower vertical profile of Cross Hollow to provide standard 16’-6” clearance. This also includes the modification of the existing soil nail walls to match lowered profile.
4. Construct NB parallel off ramp (under the existing flyover) to provide additional deceleration length. This will require the median widening of NB I-15.
5. Maintain existing flyover for future livestock and pedestrian overpass.
6. Maximize remaining area of surplus property.
7. Landscape interchange.
 - a. There is 0.75% (maximum) of the construction amount available for landscaping/aesthetics of the interchange. Any portion of the city’s funds not used to achieve the other project construction priorities (1 – 6, listed above) will be used (in addition to the 0.75%) for landscaping/aesthetics.

The base bid of the UDOT project will include the 0.75 % identified in 7.a. above for landscaping/aesthetic items. UDOT will work with the Local Agency’s Landscaping Consultant to incorporate the concepts approved by Cedar City Corporation. There will be additive bids in the project for additional landscaping/aesthetic items. Cedar City Corporation will approve these additive bids prior to construction.

Project Completion Date: November, 2014

The Local Agency shall submit payment of said amounts with UDOT's Comptroller's Office located at UDOT/COMPROLLER, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500 prior to advertising the project.

Total Reimbursement to UDOT is

\$1,100,000.00

Provisions

(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

UDOT will include the Local Agency's requested Work provided that the Local Agency pays the actual costs UDOT incurs or a lump sum. The Local Agency agrees that UDOT's Project will not be delayed as a result of adding the Work and the Work will not be added to the bid package until this Agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer to correct or clarify issues during construction and perform the necessary inspection for the Local Agency work installed by UDOT's Contractor. The Local Agency engineer and/or inspector shall work with and through UDOT's Resident Engineer and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. UDOT's Contractor will perform the described Work in accordance with the plans and specifications approved by the parties. The Local Agency, through its inspection of said Work, will provide UDOT's Resident Engineer with information covering any problems or concerns the Local Agency may have with acceptance of said Work upon completion of construction.

Access for maintenance and servicing of the Local Agency property located within State right-of-way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain a permit and abide by the conditions of the permit in accordance with Utah Administrative Code R930-7.

I. Liability:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the

acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

To the extent it may be lawfully do so, the Local Agency further agrees to release UDOT from any responsibility or liability that may result from the Local Agency's operation or maintenance activities.

UDOT's periodic plan and specification review or construction inspection arising out of the performance of the Project does not relieve the Local Agency of its duty concerning the performance of this Project or to ensure compliance with acceptable standards.

II. Termination:

This agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing;
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination. If Local Agency terminates the Agreement, the Local Agency shall be responsible for all the costs UDOT incurs for the Work prior to the termination; or
- c. By UDOT for the convenience of the State upon written notice to the Local Agency.

III. Maintenance:

Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah State Code Section 72-3-109 and applicable rules.

IV. Payment and Reimbursement to UDOT:

The Local Agency agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the work scope being modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this Agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:

If the Local Agency's project scope or schedule changes from the original intent of this Agreement, the Local Agency shall notify the UDOT Project Manager before any changes are made. Any costs incurred by UDOT, as a result of the scope or schedule changes, will be the responsibility of the Local Agency.

Any modification to this Agreement must be approved in writing by the parties hereto is required prior to the start of work on any changes or additions.

VI. Miscellaneous:

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement.

The parties may execute this Agreement in counterparts.

VII. Content Review:

Language content was reviewed and approved by the Utah AG's office on August 1, 2013.

[Agency name here]				Utah Department of Transportation			
By		Date		By		Date	
Title/Signature of Official				[UDOT Officer Name & Title]			
By		Date		By		Date	
Title/Signature of additional official if required				Region Director [or second signature verification]			
By		Date		By		Date	
Title/Signature of additional official if required				Comptrollers Office			

CEDAR CITY COUNCIL
AGENDA ITEMS IV - 7
DECISION PAPER

TO: Mayor and City Council

FROM: Paul Bittmenn

DATE: September 30, 2013

SUBJECT: Consider extension to the financial services agreement with Zions Public Finance.

DISCUSSION:

In July of 2010, the City entered an agreement with Zions Public Finance for financial advisory services. The agreement was set to expire in July of 2013. The agreement was not extended. The City is using the services of Zions Public Finance in regards to the financing for the fire trucks.

Attached is a simple extension of the July, 2010, agreement through the end of this calendar year. This will facilitate the fire truck bonds and give the City time to publish a RFP for future services.

FIRST AMENDMENT TO FINANCIAL ADVISORY SERVICES AGREEMENT

This first amendment to the financial services advisory agreement is entered into on this ____ day of September, 2013, between Cedar City Corporation, a Utah municipal corporation and political subdivision of the State of Utah, hereinafter referred to as "CITY"; and Zions Bank Public Finance, a division of Zions First National Bank, hereinafter referred to as ZIONS.

WHEREAS, on or about July 1, 2010, CITY and ZIONS entered an agreement whereby ZIONS would provide Financial Advisory services to CITY, a copy of said agreement is attached hereto and incorporated herein by this reference; and

WHEREAS, the July 1, 2010, agreement allows for alterations to the agreement with the written consent of CITY and ZIONS; and

WHEREAS, the July 1, 2010, agreement was scheduled to expire on or about July 1, 2013; and

WHEREAS, CITY is in the midst of the process of obtaining financing for the purchase of two (2) fire trucks and is in need of a qualified financial services advisor; and

WHEREAS, the timelines related to the financing for the abovementioned fire trucks does not allow CITY to re-bid its financial services contract and ZIONS is willing to extend the current agreement until the end of this calendar year.

NOW THEREFORE, it is agreed by CITY and ZIONS that the July 1, 2010, financial services agreement shall be extended through December 31, 2013, upon all original terms and conditions. This extension shall be retroactive to July 1, 2013.

Dated this ____ day of _____, 2013.

JONATHAN WARD, VICE PRESIDENT
ZIONS PUBLIC FINANCE

JOE BURGESS, MAYOR

[SEAL]
ATTEST:

RENON SAVAGE, RECORDER

RECEIVED
7/4/11

**Agreement
for
Financial Advisory Services**

THIS AGREEMENT, entered into as of 1st day of July, 2010 by and between CEDAR CITY, UTAH herein called the "City," and ZIONS BANK PUBLIC FINANCE, a division of Zions First National Bank, hereinafter called the "Company,"

WITNESSETH

WHEREAS, the City desires to avail itself of the experienced financial advisory service of the Company in the financing of capital projects which most likely will involve the structuring and marketing of municipal securities of the City, and the Company desires to furnish such services to the City;

NOW, THEREFORE, the City and the Company agree as follows:

1. The Company agrees to render the following services on behalf of the City:

(a) To provide the City expert financial advice and assistance on fiscal matters pertaining and preliminary to the issuance and sale of securities of the City, including but not limited to tax anticipation, general obligation, revenue, tax allocation, or other forms of securities or financings to be designated.

(b) To make studies of methods of structuring financing and securities issues, including recommendations as to timing, tax, fee and utility rate structures, forecasted revenue, cost/benefit analyses, payment and security details and bond specifications believed advantageous to the City and submit studies to the City for the City's final determination regarding implementation and/or methods of financing.

(c) To confer with recognized bond attorneys to be selected and employed by the City to issue their approving legal opinion in connection with proceedings authorizing the issuance of securities. These attorneys will be paid directly by the City through bond proceeds or other means as deemed appropriate by the City.

(d) In order to prepare an Official Statement (if needed for the public marketing of the securities), containing financial, economic and other information about the City that would be sent to prospective purchasers of the securities, the City agrees to retain separate disclosure counsel or as an alternative, the Company agrees to prepare the Official Statement on behalf of the City for a fee of \$5,000.

(e) To deliver the Official Statement or other offering documents, together with the Notice of Sale, to investment dealers and institutions the Company believes would be interested in the City's securities. Before the offering documents are delivered, they shall be approved by the City.

(f) To submit upon review and approval of the City, data concerning the financing to Moody's Investors Service and/or Standard and Poor's Ratings Groups in an endeavor to obtain a favorable rating, the actual fees and related expenses are to be paid by the City.

(g) To have a representative present at meetings, when requested or notified, on matters concerning securities issues, at the opening of bids and at delivery of the bonds.

(h) To have a representative at a "Due Diligence" meeting of officials and staff prior to printing and distributing the Official Statement or offering documents for the purpose of verifying the accuracy of information contained in such Official Statement or offering documents and making full disclosure of all information which could be considered "material" to any purchaser and to authorize and direct appropriate City officers to execute a certificate for insertion in the Official Statement and closing documents confirming the truth, accuracy and completeness of all information contained in the Official Statement.

(i) To advise and assist the City in selecting the most advantageous financing structure. In the event that bonds are to be issued and a public sale is deemed most advantageous to the city the services enumerated above will be provided. If it is deemed a negotiated sale is the most advantageous to the City, the Company will assist, as directed by the City, in soliciting and analyzing underwriter proposals. In addition, the Company will analyze purported savings to be made in refunding proposals and will assist in structuring refundings within the context of the City's financial plan, philosophy and directions.

2. The City agrees that in consideration of the foregoing services to be performed by the Company, the City will do the following:

(a) The City will cooperate with the Company and will give the Company all information, which is reasonably calculated to enable the Company to market the securities.

(b) The City will entertain such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities.

(c) The City will furnish to the Company certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by the City.

(d) The City will pay the Company for services herein outlined and other services incidental hereto in accordance with the attached fee schedule or at some other mutually agreed upon fee out of bond proceeds or other means deemed appropriate by the City. Out-of-pocket costs including travel shall be at the City's request and will be reimbursable at the Company's actual cost.

3. This agreement will expire on July 1, 2013 unless renewed prior to that date. Either party may cancel and terminate this agreement for any reason with written notice delivered within ninety (90) of the annual anniversary of this agreement. In addition, the City shall provide written notice to the Company of any violation of terms of this agreement and the Company will have thirty (30) days to cure such default. If the Company is not able to cure the default to the City's satisfaction, the City shall have the right to immediately terminate this agreement. At the termination of this agreement, in any such manner, the payment to the Company of compensation earned to the date of the termination shall be in full satisfaction of all claims against the City under this agreement.

4. The Company may for its own account or in association with others, submit a bid for the purchase of securities when they are advertised for competitive bid sale.

5. The information used in developing forecast assumptions, fee analyses, capital facilities plans, cost/benefit analysis or feasibility studies will be derived from published information and other sources that the Company considers appropriate. However, it does not assume responsibility for the accuracy of such material. Moreover forecasts are subject to many uncertainties as to the future; therefore, the Company does not represent that any projections of growth will be representative of the results that actually will occur.

6. The Company's services consist solely in providing expert and experienced assistance to municipalities as financial advisor and consultant. The Company does not render any legal, accounting or actuarial advice. The Company is not registered as nor will it perform the services of an "investment advisor" and will not advise "as to the value of securities or as to the advisability of investing in, purchasing, or selling securities" nor will issue "analyses or reports concerning securities."

7. This agreement constitutes the entire agreement between the parties and cannot be altered or assigned by one party without the prior written consent of the other.

8. This agreement shall be interpreted under the laws of and enforced in the courts of the State of Utah.

9. The Company agrees to indemnify, save harmless and defend the City from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of the Company's negligent performance hereunder as such negligence may be determined by law.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first above written.

CEDAR CITY, UTAH



By Joe Burgess
JOE Burgess, Mayor

ATTEST:

Renon Savage
Renon SAVAGE, Recorder

ZIONS BANK PUBLIC FINANCE
Zions First National Bank

By Jonathan Ward
Jonathan Ward, Vice President

ATTACHMENT A

Proposed fees for financial advisory services for the following "generic" financings are as follows:

MINIMUM FINANCIAL ADVISORY FEE SCHEDULE

a.	Special assessment bonds	\$4.50 per \$1,000 of bonds
b.	Tax increment bonds	3.50 per 1,000 of bonds
c.	MBA Lease revenue bonds	2.75 per 1,000 of bonds
d.	Revenue bonds	2.25 per 1,000 of bonds
e.	General obligation bonds ¹	2.00 per 1,000 of bonds
f.	Tax anticipation notes	2.00 per 1,000 of bonds
g.	Lease Purchase Agreement	1% of Par Amount
h.	Studies and analyses	As agreed by the parties

It is understood that in no case will the Company charge less than \$12,000 for the financial advisory services provided in conjunction with the issuance of bonds or notes in any of the above mentioned categories including structuring the issue, marketing the issue, and reviewing legal documents, etc.

We caution the City that occasionally a financing may as a result of being very complex require a significant increase in the amount of meetings, public hearings, time and travel. Should such extraordinary complexities arise we would charge a higher fee as would be mutually agreeable.

It is understood that our fee, with the exception of election campaign fees and study fees, will not be payable unless or until bonds are actually approved, issued and sold and the proceeds are available for your disposition.

It is understood that in no event is or will the City be under obligation to issue any bonds whatsoever.

¹ In addition, in the case of a general obligation bond issue, Zions Bank Public Finance would charge an election campaign fee of \$7,000 for services rendered in connection with the election campaign regardless of successful passage or not. Our services would include, but are not limited to, the preparation of an election time and responsibility chart, campaign strategy meetings, public information meetings, Taxpayer Association meetings, and the preparation of a voter information pamphlet and related materials.

**CEDAR CITY
PROPOSED MID-YEAR
FY 2019**

	General	CATS	Transport Impact Fees	Park Impact Fees	Public Safety Impact Fees	Golf Course	RAP Tax
Originally adopted budget	17,077,279	169,229	80,400	221,852	151,162	676,238	414,732
Fund balance-unappropriated	-	-	(80,400)	-	-	-	-
Originally adopted expenditure budget	17,077,279	169,229	-	221,852	151,162	676,238	414,732
1 Carry-over General: Fir Street	26,429						
2 Carry-over Capital: Police							
3 Carry-over Capital: Parks & Cemetery							
4 Carry-over Capital: Library							
5 Carry-over Capital: Cross Hollow							
6 Carry-over Capital: Heritage Center							
7 Carry-over RAP Tax: Parks & Cemetery							20,273
8 Carry-over RAP Tax: Aquatic Center							21,408
9 Carry-over RAP Tax: Arts							9,200
10 Carry-over Capital: Aquatic Center							
11 Carry-over Capital: Golf Course Club House							
12 Carry-over Park Impact Fees: Trails				106,589			
13 Carry-over Transportation Impact Fees: Projects			474,166				
14 Carry-over Public Safety Impact Fees: Land					60,000		
15 Carry-over Coal Creek: Flood Control							
16 Carry-over South Interchange: Projects							
17 Carry-over Ball Complex: Landscaping							
18 Carry-over Water: Projects							
19 Carry-over Sewer Collections: Projects							
20 Carry-over Sewer Plant: Projects							
21 Carry-over Storm Drain: Projects							
22 Carry-over RDA: Incentive Grant Programs							
23 Carry-over RDA: Shakespeare Festival Donation							
24 Carry-over RDA: Street & Lighting Projects							
25 Carry-over Public Works: EPS & Parking Improvements		225					
26 Sewer Plant: Nitrate Removal							
27 Cove Drive: UDOT Retaining Wall							
28 Task Force: Reduction in Federal Funds							
29 Fire: SAFER Grant	45,505						
Proposed revised budget	17,149,213	169,454	474,166	328,441	211,162	676,238	465,613
Increase (Decrease) in Fund Budget	71,934	225	474,166	106,589	60,000	-	50,881

