

Cedar City

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

Mayor
Maile L. Wilson

Council Members
Ronald R. Adams
John Black
Paul Cozzens
Don Marchant
Fred C Rowley

City Manager
Rick Holman

CITY COUNCIL WORK MEETING
SEPTEMBER 9, 2015

IMMEDIATELY FOLLOWING THE ACTION MEETING

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

I.

Business Agenda

Staff

1. Consider an agreement with the State of Utah for consolidated dispatch services – Chief Allinson
2. Tennis Court discussion – Fred Rowley

Dated this 8th day of September, 2015.

Renon Savage, MMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 8th day of September, 2015.

Renon Savage, MMC
City Recorder

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

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

**CEDAR CITY COUNCIL
AGENDA ITEM 1**

DECISION SHEET

TO: Mayor and City Council
FROM: Robert D. Allinson
DATE: 2 September 2014

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 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 \$156,631. This year it has remained the same. This fee is 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, 2015**, 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, ENTERPRISE and NEW HARMONY, hereinafter referred to as "Cities," and the STATE OF 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. Gold Cross Services 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, 2015 and ending June 30, 2016.

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 FY15-16 shall be as follows:

Expenses

Personnel - Salaries and Benefits (15 FTEs)	\$1,058,740
1 - Manager	
2 - Shift Supervisors	
12 - Dispatchers	
Travel and Training	11,000
Current Expense	51,024
Building Lease	23,050
Data Processing	<u>18,000</u>
Total Annual Expenses:	\$1,161,814

Revenues

State of Utah/Department of Public Safety	\$575,990
AP&P/Utah Department of Corrections	37,000
Southern Utah University	10,000
Iron County 9-1-1 Funds	185,000
Iron County	105,926
Cedar City	156,631
Brian Head	20,151
Enoch City	20,939
Parowan City	17,143
Kanarraville	1,030
Paragonah	1,030
Enterprise City	3,404
New Harmony	3,404
Gold Cross Services	<u>24,166</u>
Total Annual Revenues:	\$1,161,814

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, 2015 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, 2015 at 12:01 a.m. and continuing through June 30, 2016 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
UHP Communications Bureau

DATE: _____

APPROVED AS TO FORM

BY: _____
Iron County Attorney

DATE: _____

APPROVED AS TO FORM

BY: _____
Cedar City Attorney

DATE: _____

APPROVED AS TO FORM

BY: _____
Parowan City Attorney

DATE: _____

APPROVED AS TO FORM

BY: _____
Brian Head Town Attorney

DATE: _____

APPROVED AS TO FORM

BY: _____
Enoch City Attorney

DATE: _____

IRON COUNTY COMMISSION

BY: _____
Chairman

DATE: _____

CEDAR CITY

BY: _____
Mayor

DATE: _____

PAROWAN CITY

BY: _____
Mayor

DATE: _____

BRIAN HEAD TOWN

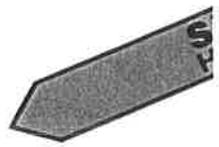
BY: _____
Mayor

DATE: _____

ENOCH CITY

BY: _____
Mayor

DATE: _____



APPROVED AS TO FORM

BY: _____
Kanarraville Attorney

DATE: _____

APPROVED AS TO FORM

BY: _____
Paragonah Attorney

DATE: _____

APPROVED AS TO FORM

BY: _____
Enterprise City Attorney

TOWN OF KANARRAVILLE

BY: _____
Mayor

DATE: _____

TOWN OF PARAGONAH

BY: _____
Mayor

DATE: _____

ENTERPRISE CITY

BY: _____
Mayor

DATE: _____

TOWN OF NEW HARMONY

BY: _____
District Fire Chief

DATE: _____

SOUTHERN UTAH UNIVERSITY

BY: _____
Director of Purchasing

DATE: _____

**CEDAR CITY COUNCIL
AGENDA ITEM 2**

INFORMATION SHEET

TO: Mayor and City Council

FROM: Rick Holman

DATE: September 8, 2015

SUBJECT: Tennis Court discussion

DISCUSSION: For your information, find the attached:

- Pages (36 – 37) from the 1999 Parks & Recreation Master Plan discussing Tennis Courts
- Tennis Court layout and dimensions
- Plat map depicting City-owned property on 100 East.

Facility Needs Inventory and Needs Assessment

Existing Tennis Court Inventory

Canyon Park	2 courts
Total	2 courts
With Schools	14 courts

Recommended Tennis Court Standard

Existing Inventory: 2 courts
 Existing Ratio: 1 court/10,120 pop.
 NRPA Standard: 1 court/2,000 pop.
 Recommended Standard:
 1 court/6,750 pop.
 Current Unmet Need: 2 courts

Existing Softball Diamond Inventory

Bicentennial Softball Park	3 diamonds
Total	3 diamonds

Recommended Softball Diamond Standard

Existing Inventory: 3 diamonds
 Existing Ratio: 1 diamond/6,747 pop.
 NRPA Standard:
 1 diamond/5,000 pop.
 Recommended Standard:
 1 diamond/5,000 pop.
 Current Unmet Need: 1 diamond

Establishing needs for specialized facilities such as sport fields, tennis courts, swimming pools, and gymnasium space was determined by using several analytical approaches. These included:

- Present recreation participation levels and needs as expressed in the survey
- NRPA standards
- Input from public meetings
- Recreation trends
- Play requirements

Information derived from the survey and input from public meetings was taken into account when standards were developed for specific types of recreation facilities. Also taken into account were existing school district and private facilities located within Cedar City. While school district and private facilities satisfy a certain need, they do not satisfy 100% of the public need.

The following pages provide a short description and analysis of each major type of recreational facility in Cedar City. These include:

- Tennis Courts
- Softball Diamonds
- Baseball Diamonds
- Youth Baseball Diamonds
- Multi-Use Fields (Soccer & Football)
- Basketball Courts
- Volleyball Courts
- Other Facilities

Tennis Courts

There are two public tennis courts in Cedar City located in Canyon Park. The courts are in poor condition and need to be renovated. There are also 12 tennis courts available at school sites, particularly high schools and junior highs.

Cedar City's ratio of existing courts is below average in comparison to other local cities. However, if school facilities are used in the calculation the ratio is much higher, falling into place among local municipalities.

A standard of one court per 10,120 population is judged to be sufficient. As a result, two new tennis courts are needed to meet the current demand and an additional two courts will be required by the year 2009 with one more court needed by 2019. These new courts should be built in the west quadrants of the city.



It is also recommended that the two existing public tennis courts be renovated to make them an effective part of the equation.

Softball Diamonds

The demand for softball diamonds in Cedar City is high, with 57 teams currently using City fields. Softball participation has increased by nearly 75% since 1990. The heavy demand for organized play and practice allows little opportunity for informal play at these fields.

The ratio of 1 diamond per 6,747 is consistent with local communities and just slightly above the NRPA recommended standard, therefore only one additional diamond is required at this time. In 2009 four more diamonds will be needed and by 2019 two additional diamonds will be needed.

Baseball Diamonds

The baseball diamond is utilized mainly by the local high schools for practice and games. However, with the construction of the new high school an additional diamond will be built allowing more general use of the existing city owned field.

Cedar City operates only the one regulation baseball diamond. Another diamond is located at Cedar High School. School fields are not considered in the existing ratio of one diamond per 20,240 residents. One additional baseball diamond is required to fill the current unmet need and in 2009 two more diamonds will be needed with an additional diamond in 2019.

Youth Baseball Diamonds

Youth baseball diamonds are in high demand in Cedar City. Currently 300 children participate in youth baseball leagues managed by the City. Youth baseball participation levels have increased by nearly 20% since 1990. The City is only able to provide enough fields by restricting practice time and playing some games after daylight hours. The heavy demand for organized play and practice allows little opportunity for informal play.

Cedar City manages five youth baseball diamonds, the ratio of existing fields is one per 4,048. This is similar when compared to other local cities. These numbers do not include the 8 youth baseball diamonds available on school grounds. Currently the city needs one additional youth baseball diamond, however by 2009 four more diamonds will be required and an additional four will be needed by 2019.

Multi-Use Fields (Soccer & Football)

Soccer has shown a steady increase in popularity statewide, and a dramatic increase locally in the last ten years. In Cedar City, the soccer program is run entirely by the American Youth Soccer Organization (AYSO). This organization utilizes the fields available at local schools.

The city sponsored youth flag football program has 146 participants that play on school fields. No multi-use fields are currently available at City owned parks, therefore 2 fields are needed to meet the recommended

Existing Baseball Diamond Inventory

Baseball Complex	1 diamond
Total	1 diamond

Recommended Baseball Diamond Standard

Existing Inventory: 1 diamond

Existing Ratio:

1 diamond/20,240 pop.

NRPA Standard:

1 diamond/5,000 pop.

Recommended Standard:

1 diamond/10,000 pop.

Current Unmet Need: 1 diamond

Existing Youth Baseball Diamond Inventory

Baseball Complex	5 diamonds
Total	5 diamonds

Recommended Youth Baseball Diamond Standard

Existing Inventory: 5 diamonds

Existing Ratio: 1 diamond/4,048 pop.

NRPA Standard:

1 diamond/5,000 pop.

Recommended Standard:

1 diamond/4,000 pop.

Current Unmet Need: 1 diamond

Existing Multi-Use Field Inventory

No multi-use fields are currently available on City property.

Recommended Multi-Use Field Standard

Existing Inventory: 0 fields

Existing Ratio: NA

NRPA Standard: 1 field/5,000 pop.

Recommended Standard:

1 field/10,000 pop.

Current Unmet Need: 2 fields



grimsshaw

tennis

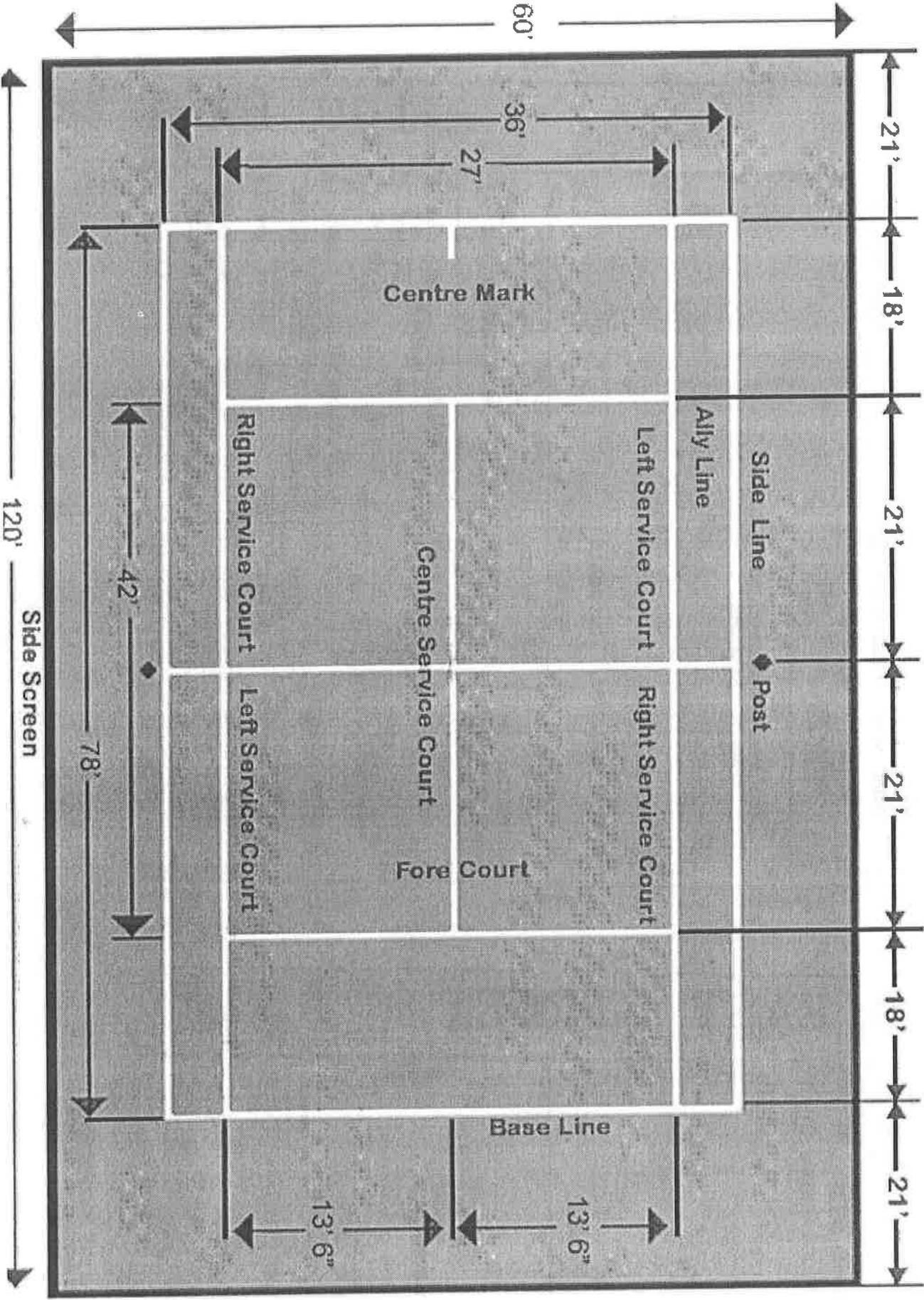
www.grimshaw-tennis-courts.co.uk

Pro Tennis Court Dimensions

True Slope Requirements
1 inch in 10 feet



Side to Side



Back Screen

