

Cedar City

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

CITY COUNCIL WORK MEETING
MAY 4, 2016
5:30 P.M.

Mayor
Maile L. Wilson

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

City Manager
Rick Holman

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

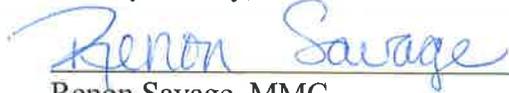
- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 1. Public hearing to consider an ordinance partially vacating a drainage easement across Coal Creek Industrial Subdivision, Phase 3, lots 1 and 2. Platt & Platt Engineering/Paul Bittmenn
 2. Consider amendments to the Animal Control Ordinance. Wynn Isom
 3. Consider Red Hollow Trail Head improvements. BLM Dave Jacobson
 4. Consider an agreement between Cedar City, Iron County, and IFA for the use of City water and pre-annexation inspections. Go Civil Engineering
 - Staff
 5. Consider awarding health, vision, dental & life insurance bids, and authorize the Mayor to enter into applicable contracts. Natasha Hirschi
 6. Consider a resolution amending the fee schedule (Aquatic Center fees). Chris Hudson
 7. Consider a resolution encouraging the Iron County Commission to put a local options sales tax on the November ballot. Rick Holman
 8. Consider a resolution expressing an intent to work with the Central Iron County Water Conservancy District to obtain water resources from outside the Cedar Basin. Paul Bittmenn
 9. Proposed tentative Budget. Jason Norris

Dated this 2nd day of May, 2016.

Renon Savage, MMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 2nd day of May, 2016.



Renon Savage, MMC
City Recorder

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

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

CEDAR CITY COUNCIL
AGENDA ITEMS - {
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: May 2, 2016

SUBJECT: Partial vacating of a drainage easement on lots #1 and #2 in Phase 3 of the Coal Creek Industrial Subdivision.

DISCUSSION:

When these 2 lots were originally subdivided a 20 foot wide rear lot easement was required for drainage. Both lots were eventually developed so that the lots drained to the front and into the public street and into a storm drain. The owner of lot 2 wants to vacate all but 5 feet of the rear lot drainage easement.

The planning commission considered the matter and provided a positive recommendation. Attached is a copy of their minutes and an ordinance that would vacate the westerly 15' of the drainage easement.

Please consider granting the requested partial vacating of the drainage easement.

**3- Subd.- Minor Lot 183 E DL Sargent Dr. Iron County/ Watson Eng.
(Approval)**

Tim Watson presented; he pointed out the jail parcel, the streets, and the ambulance parcel and said the County is finishing the plans to construct a new Public Safety building on the parcel that this will create. They need to do this in order to be in compliance with the funding they will receive for the project. It fronts on DL Sargent Drive. It has been reviewed and checked by City staff.

Mary asked if there were any problems with this and Kit indicated all was in place.

Jennie moved to approve the Minor Lot for the County on DL Sargent Drive, seconded by Jill and the vote was unanimous.

**4- Easement Vacating (portion) 898 N 2225 W Dailey Builders/Platt & Platt
(Recommendation) Coal Creek Indust.**

Dan Dailey presented; he said they would like to vacate a portion of the 20' drainage easement along the rear of these two lots. They own Lot 2 and all this drains to the street then into the flood channel. All the other properties that would drain here are in place and all drain to the streets. They are getting ready to build and they plan for all their drainage to also run to the street. They have been through the Project Review process and this is a follow up to that.

Kit said he has taken a look at this easement for drainage and does not see any real issues with it. He is not sure where the easement came from but as all properties are draining to the various streets, this easement is not needed. The notices were sent to all property owners and there was no word from anyone. The easement is not being used and they will keep 5' of that.

Hunter moved to give a positive recommendation for this easement vacating, seconded by Craig and the vote was unanimous.

The meeting adjourned at 5:55 p.m.

Michal Adams, Administrative Assistant

CEDAR CITY ORDINANCE NO. _____
AN ORDINANCE OF THE CEDAR CITY COUNCIL VACATING A PORTION OF A DRAINAGE
EASEMENT WITHIN LOTS 1 AND 2 OF PHASE 3 OF THE COAL CREEK INDUSTRIAL
SUBDIVISION.

WHEREAS, the phase 3 of the Coal Creek Industrial Subdivision is a duly approved subdivision within Cedar City, Utah; and

WHEREAS, the provisions of this ordinance impact lot#1 and lot #2 of Phase 3 of the Coal Creek Subdivision; and

WHEREAS, lot #1 is referenced by Iron County as parcel B-1713-0001-0000 and account number 0418902; and

WHEREAS, lot #2 is referenced by Iron County as parcel B-1713-0002-0000 and account number 0418910; and

WHEREAS, lot number 1 and lot number 2 in Phase 3 of the Coal Creek Industrial Subdivision have a twenty foot (20') wide drainage easement along the rear of each lot; and

WHEREAS, the lots have been developed so they drain toward the front of the lots out into the public street and then into a storm drain; and

WHEREAS, lot #1 has a current structure on its property, and the owner of lot #2 would like to build a structure on lot #2; and

WHEREAS, where the storm water drains toward the public street and not the rear lot lines the owner of lot #2 proposed to vacate all but approximately five feet (5') of the rear drainage easement, the remaining easement would accommodate rear roof drainage; and

WHEREAS, the owner of lot #2 has discussed the proposal with the owner of lot #1 and the owner of lot #1 has no objection to the proposed vacating of the rear lot drainage easement; and

WHEREAS, the Cedar City Planning Commission has reviewed the proposal and provided a positive recommendation; and

WHEREAS, prior to holding a public hearing before the Cedar City Council public notice has been published in accordance with the applicable provisions of the Utah Municipal Land Use Development and Management Act; and

WHEREAS, after receiving public input during the public hearing, if any, the Cedar City Council determines, in accordance with UCA §10-9a-609.5, that good cause exists to vacate fifteen feet (15') of the existing drainage easement for lots #1 and #1 in Phase 3 of the Coal Creek Industrial Subdivision, and that no material injury to any person or the public interest will occur by the proposed vacation of the drainage easement.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah that the westerly fifteen feet (15') of the rear drainage easements along lot #1 and lot #2 in Phase #3 of the Coal Creek Subdivision are hereby partially vacated as more particularly described as follows: Beginning S89°20'40", along the Lot line 5.00 feet and N 0°08'48"W 10.00 feet from the Southeast

Corner of Lot 1, Coal Creek Industrial Subdivision Phase III, thence S 89°20'40"W, 15.00 feet; thence N 0°08'48" W, 347.64 feet; N 83°31'34" E, 15.09 feet, thence S 0°08'48" E, 349.17 feet to the point of beginning.

NOW THEREFORE BE IT FURTHER ORDAINED by the City Council of Cedar City, State of Utah that this ordinance shall be recorded on the title to lots 1 and 2 in phase 3 of the Coal Creek Industrial Park Subdivision.

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

Dated this ____ day of _____, 2016.

Maile L. Wilson
Mayor

[Seal]
Attest

Renon Savage
Recorder

CEDAR CITY COUNCIL
AGENDA ITEMS - 2
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: May 2, 2016

SUBJECT: Animal Control Ordinance

DISCUSSION:

A couple of weeks ago Winn Isom requested an amendment to the City's Animal Control Ordinance. There has been some discussion related to the proposed amendment. Mr. Isom's proposed is referenced herein as the Sportsman's permit. Mr. Rowley put forth a proposal that is referred to herein as the hardship permit.

Attached are an ordinance and the 2 proposals. The way the ordinance is designed the Council could adopt the ordinance to change the Animal Control Ordinance. If the Council chooses to adopt the ordinance it will need to choose one of the two permit options (Sportsman's or hardship). If further options are identified during the work meeting staff can draft proposals to go with the ordinance. If there is some agreement as to changes to the existing proposals staff can make the changes prior to the action meeting.

Please consider the attached proposals.

CEDAR CITY ORDINANCE NO. _____
AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING THE PROVISIONS OF CHAPTER 11 OF
THE ORDINANCE OF CEDAR CITY, ANIMAL CONTROL.

WHEREAS, Cedar City has adopted an animal control ordinance that among other things generally prohibits keeping, owning, or maintaining more than two (2) dogs at any one residence, place of business, or undeveloped lot; and

WHEREAS, recent citizen requests have allowed the City Council the opportunity to revisit the animal control ordinance; and

WHEREAS, after receiving input from staff, citizens, and concerned groups it is the opinion of the Cedar City Council that it is necessary and proper to amend the Cedar City Animal Control Ordinance to create a limited exception whereby a City resident, under certain circumstances, may have more than two (2) dogs.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the Chapter 11 of the Ordinance of Cedar City, Utah, is hereby amended pursuant to exhibit A which is attached hereto and incorporated herein. The language struck through in exhibit A shall be deleted from the ordinance. The language underlined in exhibit A shall be added to the ordinance.

NOW THEREFORE BE IT FURTHER ORDAINED by the City Council of Cedar City, State of Utah, that City staff is authorized to make such non-substantive modifications to the ordinance as are reasonably necessary to accommodate the amendments contained herein.

This ordinance, Cedar City ordinance no. _____, shall become effective immediately upon passage and publication as required by State Law.

Dated this ____ day of May, 2016.

Maile L. Wilson
Mayor

[Seal]
Attest:

Renon Savage
Recorder

Exhibit “A”

Cedar City Ordinance No. _____

Proposed Sportsman's Permit

**ARTICLE IV
REGULATORY PERMITS & LICENSES**

Section 11-IV-1	Required Permits and Licenses
Section 11-IV-2	Kennel Permits
<u>Section 11-IV-3</u>	<u>Sportsman's Permit</u>
<u>Section 11-IV-34</u>	<u>Breeder's Permit</u>
<u>Section 11-IV-5</u>	<u>Foster Cat Permit</u>
<u>Section 11-IV-46</u>	<u>Posting of Licenses; Transferability; Changes</u>
<u>Section 11-IV-57</u>	<u>Suspension or Revocation of License</u>

SECTION 11-IV-1 Required Permits and Licenses.

It shall be unlawful for any person to operate or maintain a cattery, pet shop, groomery, riding school or stable, veterinary clinic or hospital, or any similar establishment, unless such establishment is located in a zoning district allowing such use as either a permitted or conditional use and such person first obtains all necessary permits and licenses therefore as required by City ordinance.

SECTION 11-IV-2 Kennel Permits.

- (A) It shall be unlawful for any person to own, keep or maintain more animals than allowed under Chapter 26, Cedar City Ordinances and never more than two (2) dogs, two (2) cats, and two (2) rabbits at any one residence, place of business, or undeveloped lot, unless that person is in possession of a ~~Kennel~~ Permit issued in accordance with the provisions of Chapter 11, Article IV of the Cedar City Ordinance, or the animals are offspring less than four (4) months of age not to exceed two litters under the age of four (4) months old at any one time.
- (B) In addition to any requirements of this Chapter, holders of a ~~Kennel~~ Permits must comply with any limitations set by Chapter 26, Cedar City Ordinances.
- (C) Any person conducting, operating, or maintaining a kennel shall pay to the Division of Animal Control an annual fee as established by Council Resolution for each calendar year that the kennel is in operation. All kennels are subject to inspection without notice.

Amended by Cedar City Ordinance No. 0112-14-1

SECTION 11-IV-3 Sportsman's Permit.

- (A) Where permitted by other applicable ordinances of the city, the owner of purebred**

dogs may obtain a permit to keep up to three (3) dogs in a residential area provided:

(1) All three (3) dogs are registered with either the American Kennel Club or the United Kennel Club;

(2) All three (3) dogs are individually licensed with Cedar City;

(3) After conducting a site visit it is the conclusion of the Cedar City Animal Control Officer that the applicant has adequate dog runs to accommodate all three (3) dogs;

(4) Approval of the permit is granted by Cedar City Animal Control, and;

(5) All other provisions of this chapter are complied with and no dog or premise is deemed to constitute a nuisance.

(B) The Sportsman's Permit may be suspended or revoked in accordance with the provisions in Chapter 11, Section IV-7.

SECTION 11-IV-34 Breeder's Permit.

(A) Any person who owns an unsterilized dog and/or cat for the purpose of breeding with or without the intent to cause the whelping, sale, or transfer of ownership must pay an annual breeder's fee as established by Council Resolution to the Division prior to any attempted breeding. Each person subject to this provision shall:

(1) Not allow the whelping of more than one (1) litter each per dog or cat in any twelve (12) month period, unless the owner is forced to destroy a litter due to poor health or illness;

(2) Not sell, transfer ownership of or release any animal until such a time that it is able to eat solid food, unless transferred with the dam or to a licensed vet; and

(3) Provide the Division with a breed and color description of the dam/sire at the time the permit is purchased.

(B) Except as directed by Subsection.(C), no person shall have in their possession a litter of dogs or cats unless that person had previously obtained a still-valid Breeder's Permit. Violations of this Chapter shall be determined according to ownership status at the time of whelping, notwithstanding any transfer of ownership, including the surrendering of ownership to the Division after whelping.

- (C) Within thirty (30) days of receiving a citation or Criminal Information for a violation of Subsection (B), the charged person may provide proof that the dam involved in the violation has been spayed. If such proof is provided within the thirty (30) days, the City will request that the Court dismiss the criminal charge.

SECTION 11-IV-45 Cat Foster Care Permit.

A resident may apply to Cedar City Police Department's Division of Animal Control for a permit to operate a Cat Foster Care Program to promote the adoption of cats from the Cedar City Animal Shelter. The requesting resident must make application to the Cedar City Police Department's Division of Animal Control and comply with the following regulations.

- (A) The Cat Foster Care program must be a non-profit cat adoption program and charge no fees to the party adopting the cat except for such fees as are required by Cedar City.
- (B) All cats involved in the Cat Foster Care program must come from the Cedar City Animal Shelter.
- (C) Cedar City Animal Control adoption fees shall be paid upon adoption of cats from the Cat Foster Care Program.
- (D) Cedar City Animal Control paperwork shall be required upon the adoption of cats from the Cat Foster Care Program.
- (E) The Cedar City Animal Control shall conduct monthly checks of the person(s) residence involved in the Cat Foster Care Program to insure all policies are followed and that all cats are cared for.
- (F) All parties residing in the home where a Cat Foster Care program is operating pursuant to this permit must execute in writing a waiver allowing Cedar City Animal Control access to their property to conduct monthly inspections upon reasonable notice and without the necessity of having to obtain a warrant.
- (G) No more than five (5) foster cats will be allowed at one time in each residence. All foster cats must be more than six (6) months old to be allowed in the Cat Foster Care program.
- (H) No more than two (2) litters with a nursing mother or not more than one (1) litter without a nursing mother will be allowed at one time in a residence.
- (I) Persons residing in the home where the Cat Foster Care program is located shall be allowed two (2) cats of their own as personal pets.
- (J) Persons wishing to host a Cat Foster Care program within their home and those that will be involved in the Cat Foster Care program must pass a background check.

- (K) The Cedar City Animal Shelter will be notified of any health related issues associated with cats involved in the Cat Foster Care Program.

Amended by Cedar City Ordinance No. 0226-14

SECTION 11-IV-56 Posting of Licenses and Permits; Transferability; Changes.

All valid licenses and permits shall be posted in a conspicuous place in each establishment, and licenses and permits shall not be transferable to other locations. The licensee/permittee shall notify the Division of any change in location or ownership prior to such change or within 5 business days of such change if such change is unexpected.

SECTION 11-IV-67 Suspension or Revocation of Kennel Permit.

- (A) A ~~kennel~~ permit may be suspended or revoked, or a permit application rejected for falsification of facts in the permit application or for violation of any of the provisions of this Chapter or any other law or regulation governing the establishment such as but not limited to:
- (1) Kennels are not properly maintained upon inspection;
 - (2) Neglect of animals is reported or discovered upon inspection;
 - (3) Two (2) or more violations of this Chapter;
 - (4) Animals are found running at large; or
 - (5) Refusal of kennel owner to allow Division personnel to inspect kennel upon demand.
- (B) If the inspection of a permittee discloses a violation, the Director or designee shall notify the permittee of the following:
- (1) The specific violations found;
 - (2) A specific and reasonable period of time for the correction of the violations found, said time period not being less than five (5) days nor more than two (2) months, unless exigent circumstances require a different time period;
 - (3) Notice that failure to correct may result in immediate suspension of the license; and
 - (4) An opportunity for appeal pursuant to the requirements of this Chapter.

(C) Notice shall be deemed to have been properly served when the original of the inspection report form or other notice has been delivered personally to the permittee or person in charge, or such notice has been sent by certified mail to the last known address of the permittee. A copy of such notice shall be filed with the records of the Division.

(D) Any person found in violation of this Article shall be subject to:

(1) Loss of kennel license and privileges for a period of two (2) years; and/or

(2) Forcible seizure of all animals with all applicable fees to be paid by the owner of the animal and the kennel.

Proposed Hardship Permit

**ARTICLE IV
REGULATORY PERMITS & LICENSES**

Section 11-IV-1	Required Permits and Licenses
Section 11-IV-2	Kennel Permits
<u>Section 11-IV-3</u>	<u>Temporary Hardship Permit</u>
<u>Section 11-IV-34</u>	<u>Breeder's Permit</u>
<u>Section 11-IV-5</u>	<u>Foster Cat Permit</u>
<u>Section 11-IV-46</u>	<u>Posting of Licenses; Transferability; Changes</u>
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SECTION 11-IV-1 Required Permits and Licenses.

It shall be unlawful for any person to operate or maintain a cattery, pet shop, groomery, riding school or stable, veterinary clinic or hospital, or any similar establishment, unless such establishment is located in a zoning district allowing such use as either a permitted or conditional use and such person first obtains all necessary permits and licenses therefore as required by City ordinance.

SECTION 11-IV-2 Kennel Permits.

- (D) It shall be unlawful for any person to own, keep or maintain more animals than allowed under Chapter 26, Cedar City Ordinances and never more than two (2) dogs, two (2) cats, and two (2) rabbits at any one residence, place of business, or undeveloped lot, unless that person is in possession of a ~~Kennel~~ Permit issued in accordance with the provisions of Chapter 11, Article IV of the Cedar City Ordinance, or the animals are offspring less than four (4) months of age not to exceed two litters under the age of four (4) months old at any one time.
- (E) In addition to any requirements of this Chapter, holders of a ~~Kennel~~ Permits must comply with any limitations set by Chapter 26, Cedar City Ordinances.
- (F) Any person conducting, operating, or maintaining a kennel shall pay to the Division of Animal Control an annual fee as established by Council Resolution for each calendar year that the kennel is in operation. All kennels are subject to inspection without notice.

Amended by Cedar City Ordinance No. 0112-14-1

SECTION 11-IV-3 Temporary Hardship Permit.

- (A) The purpose of the Temporary Hardship Permit is to balance the allowance of an**

increased number of dogs for a limited time period in cases where the owner can show a compelling justification, with the peaceful enjoyment of neighboring property owners.

(1) Animal Control may issue a One (1) year temporary hardship permit if the petitioner can meet all of the following criteria:

- A. the petitioner must show animal control a map depicting all of the property within 300 feet of the outer boundaries of the property where petitioner intends on keeping additional dogs. This map shall contain the Iron County parcel and/or account number for each property;
- B. the petitioner must show animal control a list containing the name and address of each of the owners of property within 300 feet of the property where petitioner intends on keeping additional dogs. The name and address information shall be deemed sufficient if it is taken from current Iron County Property Records;
- C. the petitioner must provide animal control the signature of all property owners for each property within 300 feet of the property where petitioner intends on keeping additional dogs. The signature must be on form where the following is clearly written: (1) the address of the property where petitioner intends on keeping additional dogs; (2) the number of dogs over 2 that the petitioner intends on keeping on this property; (3) that the purpose of the signatures on this form are to notify Cedar City Animal Control that the neighbors within 300 feet of the petitioners property are aware of the petitioner's request to keep more than 2 dogs on petitioner's property and give their approval, and; (4) that Cedar City Animal control may issue a permit for one (1) year to keep the additional dogs on petitioner's property;
- D. the petitioner provides photographs to animal control depicting the facilities the petitioner proposes to use to accommodate the dogs on petitioner's property;
- E. payment of \$100 per dog over 2 dogs the petitioner is requesting to have, and;

F. the petitioner must put in writing the petitioner's compelling justification to keep each additional dog for one (1) year.

(2) Animal control may grant the one (1) year permit for additional dogs if all of the neighbors within 300 feet of petitioner's property have signed the above referenced statement demonstrating their consent to the additional dogs; the fees have been paid; the petitioner has submitted a written compelling reason for the increased number of dogs; and in the opinion of animal control the petitioner has demonstrated the facilities where the dogs are to be kept are adequate.

(3) The Temporary Hardship Permit is good for one (1) year from the date it is issued, is not transferable to any other property, is not transferable to any other owner, and is subject to suspension and revocation in accordance with the provisions of 11-IV-7.

(4) Temporary Hardship Permits may be renewed for ????? additional one (1) year terms. Upon a request for a renewal of a Temporary Hardship Permit the petitioner must satisfy the requirements of subsection A-1 of this ordinance. This specifically requires new signatures from the neighbors and additional payment of the required fees.

SECTION 11-IV-34 Breeder's Permit.

(D) Any person who owns an unsterilized dog and/or cat for the purpose of breeding with or without the intent to cause the whelping, sale, or transfer of ownership must pay an annual breeder's fee as established by Council Resolution to the Division prior to any attempted breeding. Each person subject to this provision shall:

- (1) Not allow the whelping of more than one (1) litter each per dog or cat in any twelve (12) month period, unless the owner is forced to destroy a litter due to poor health or illness;
- (2) Not sell, transfer ownership of or release any animal until such a time that it is able to eat solid food, unless transferred with the dam or to a licensed vet; and
- (3) Provide the Division with a breed and color description of the dam/sire at the time the permit is purchased.

- (E) Except as directed by Subsection (C), no person shall have in their possession a litter of dogs or cats unless that person had previously obtained a still-valid Breeder's Permit. Violations of this Chapter shall be determined according to ownership status at the time of whelping, notwithstanding any transfer of ownership, including the surrendering of ownership to the Division after whelping.
- (F) Within thirty (30) days of receiving a citation or Criminal Information for a violation of Subsection (B), the charged person may provide proof that the dam involved in the violation has been spayed. If such proof is provided within the thirty (30) days, the City will request that the Court dismiss the criminal charge.

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- (C) Cedar City Animal Control adoption fees shall be paid upon adoption of cats from the Cat Foster Care Program.
- (D) Cedar City Animal Control paperwork shall be required upon the adoption of cats from the Cat Foster Care Program.
- (E) The Cedar City Animal Control shall conduct monthly checks of the person(s) residence involved in the Cat Foster Care Program to insure all policies are followed and that all cats are cared for.
- (F) All parties residing in the home where a Cat Foster Care program is operating pursuant to this permit must execute in writing a waiver allowing Cedar City Animal Control access to their property to conduct monthly inspections upon reasonable notice and without the necessity of having to obtain a warrant.
- (G) No more than five (5) foster cats will be allowed at one time in each residence. All foster cats must be more than six (6) months old to be allowed in the Cat Foster Care program.
- (H) No more than two (2) litters with a nursing mother or not more than one (1) litter without a nursing mother will be allowed at one time in a residence.

- (I) Persons residing in the home where the Cat Foster Care program is located shall be allowed two (2) cats of their own as personal pets.
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Amended by Cedar City Ordinance No. 0226-14

SECTION 11-IV-~~56~~ Posting of Licenses and Permits; Transferability; Changes.

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SECTION 11-IV-~~67~~ Suspension or Revocation of ~~Kennel a~~ Permit.

- (E) A ~~kennel~~ permit may be suspended or revoked, or a permit application rejected for falsification of facts in the permit application or for violation of any of the provisions of this Chapter or any other law or regulation governing the establishment such as but not limited to:
 - (1) Kennels are not properly maintained upon inspection;
 - (2) Neglect of animals is reported or discovered upon inspection;
 - (3) Two (2) or more violations of this Chapter;
 - (4) Animals are found running at large; or
 - (5) Refusal of kennel owner to allow Division personnel to inspect kennel upon demand.
- (F) If the inspection of a permittee discloses a violation, the Director or designee shall notify the permittee of the following:
 - (1) The specific violations found;

- (2) A specific and reasonable period of time for the correction of the violations found, said time period not being less than five (5) days nor more than two (2) months, unless exigent circumstances require a different time period;
 - (3) Notice that failure to correct may result in immediate suspension of the license; and
 - (4) An opportunity for appeal pursuant to the requirements of this Chapter.
- (G) Notice shall be deemed to have been properly served when the original of the inspection report form or other notice has been delivered personally to the permittee or person in charge, or such notice has been sent by certified mail to the last known address of the permittee. A copy of such notice shall be filed with the records of the Division.
- (H) Any person found in violation of this Article shall be subject to:
- (1) Loss of kennel license and privileges for a period of two (2) years; and/or
 - (2) Forcible seizure of all animals with all applicable fees to be paid by the owner of the animal and the kennel.

2

Renon Savage

From: zonafeller . <zonafeller@gmail.com>
Sent: Monday, April 25, 2016 9:34 AM
To: Renon Savage; Paul Bittmenn; Maile Wilson; Rick Holman
Subject: Renon, could you please add this to the council packet for today?

Follow Up Flag: Follow up
Flag Status: Completed

An alternative proposal.

After hearing all the perspectives Wednesday night I fear we've added so many loopholes to the dog proposal that we're essentially raising the dog limit to three for everyone.

For your consideration, I plan to present this alternative proposal Wednesday night. I would appreciate you thinking about it during the interim.

How about we do something like this: Mr. Jones has two dogs. His mother-in-law dies, leaving behind a dog for Mr. Jones to care for. Mr. Jones is now in a pinch—what does he do? --send one of his own dogs to the pound, or send his mother-in-law's little Fluffy to the pound and get tossed out of the will?

He's in a temporary pinch. He needs to have three dogs for a temporary period of time.

Would it be possible to have a board, comprised of five citizens hear Mr. Jones' plight and grant him a temporary variance?

We might even be able to have the same people who sit on the planning commission sit on this board. After their planning commission meeting is adjourned, they open up another meeting of the Canine Variance Board to hear Mr. Jones' and other people's requests for a waiver.

Citizens would have to come in with signatures from their neighbors saying they are okay with the idea, photos of their accommodations for the dogs, and pay a \$100 fee to receive the variance for a

year. They would have to make application every year until his situation is resolved, with maybe a 3 year maximum.

It would be very inconvenient and expensive for them, but it would allow them a way to get through their problem without violating our ordinance, and without getting rid of a "family member."

CEDAR CITY COUNCIL
AGENDA ITEMS - 4
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: May 2, 2016

SUBJECT: agreement with IFA and Iron County

DISCUSSION:

IFA has purchased approximately 19 acres located to the East of the City's rail spur. IFA intends to build its receiving/mixing and distribution facility on this property. The address for the property is 850 North and 2525 West. IFA would like to complete construction this summer. Construction would include IFA's facility as well as City improvements across some undeveloped property. The property where IFA wants to build its facilities and the undeveloped land where the proposed infrastructure is to be developed is NOT annexed into the boundaries of Cedar City.

IFA has started the annexation process with the City. It will take a number of months to complete the annexation process. If IFA waits until the annexation is complete it will miss the summer season and not be able to open its facility on its desired schedule.

All of the property where IFA plans to build its facilities and where the City infrastructure is to be installed is within the City's annexation policy plan. And annexing this property would help the City to decrease the size of an island of unincorporated county area within the City's existing boundaries.

Attached is a proposed agreement between Cedar City, Iron County, and IFA. The main purpose of the agreement is to facilitate the commencement of construction of the IFA project prior to actual annexation. IFA would agree to construct all improvements to City standards, and pay City its adopted fees and impact fees (at or prior to issuance of a certificate of occupancy). Below is a list of some of the specifics the City would agree to if this agreement is adopted:

1. The City agrees to consider IFA's annexation petition.
2. the City agrees to take on the inspection of the public works improvements prior to the property being annexed.
3. the City agrees to take over the building inspection function. The building department would inspect this project as it would with any other project in the City limits.
4. City would allow IFA to connect to and use City's culinary water system. This provision would last even if the annexation fails.

If the annexation fails to gain approval, inspection of the infrastructure would revert to the County. City would not refund any fees paid, IFA would have to work with the County as far as inspections and fees. If the annexation fails to gain approval IFA would continue to have access to the City's culinary water system.

Please take a moment to look at the agreement. The provisions IFA, the City, and the County will be required to agree to are spelled out.

In the coming months IFA's annexation petition will come through the process. Also there will be a proposed agreement between the City and IFA for connection to and use of the City's rail spur.

Please let me know if you have any questions.

AGREEMENT FOR THE DEVELOPMENT OF LAND

This agreement is entered into on this ____ day of _____, 2016, between Cedar City, a Utah political subdivision and municipal corporation, hereinafter referred to as "City"; Iron County, a political subdivision of the State of Utah, hereinafter referred to as "County"; and Intermountain Farmers Association, a Utah Corporation, hereinafter referred to as "IFA".

WHEREAS, IFA is in the business of receiving, mixing, and distributing products and delivering services to its agricultural, governmental, residential, and corporate customers; and

WHEREAS, IFA has purchased approximately 19.14 acres of property located in the vicinity of 850 North and 2525 West, Cedar City, Utah (hereinafter referred to as the IFA property). The IFA property is identified by County with Account number 0142866 and parcel number D-0973-0000-0000, and is more particularly described as follows:

COM AT PT 4.88 RDS N OF PT 25 RDS W SE COR NE1/4NW1/4 SEC 9,T36S,R11W, SLM; W 55 RDS, N 27.12 RDS, NE'LY TO PT 15 RDS W & 8 RDS S NE COR NE1/4NW1/4 SEC 9, E 10 RD; S 42 RDS; W 20 RDS; S 25.12 RDS TO POB. TOG W/ RT TO USE 20 SH OF WTR OF OLD FORT & OLD FIELD IRRIG CO; TOG W/ & SUBJ TO EASE DESC REC BK 1042/1128. EXCLU FOLLOW PROP DESC REC BK 1042/1128.

WHEREAS, the IFA property is currently in a natural state and IFA intends to construct a rail served facility IFA will use to store, mix, sell, distribute, and otherwise serve its customer base with its various product lines; and

WHEREAS, the following properties border the IFA property and are intended to be part of a proposed annexation:

Property #1: ES 156420 LC property (+/-1.05 acres): Iron County Parcel Number D-0966-0002-0000, Iron County Account Number 0492367, and legal description:

BEG AT N1/4 COR SEC 9,T36S,R11W, SLM; N89*36'44"E ALG N SEC LN, SD SEC 492.76 FT TO PC OF CURV TO RT, CURV DATA: RADIUS 221.00 FT, DELTA 51*04'06", COURSE S64*51'13"E, CHORD 190.52 FT, RADIUS PT BEAR S00*23'15"E; DEPART SD N LN ALG SD CURV 196.98 FT; S39*19'10"E 149.44 FT TO PC OF A CURV TO LEFT, CURV DATA: RADIUS 179.00 FT, DELTA 51*06'44", COURSE S62*55'35"E, CHORD 154.44 FT; RADIUS PT BEAR N52*48'47"E; ALG SD CURV 159.68 FT; S00*08'25"E 42.02 FT TO PC OF CURV TO RT, CURV DATA: RADIUS 221.00 FT, DELTA 51*14'24", COURSE N63*01'45"W, CHORD 191.12 FT; RADIUS PT BEAR N01*21'03"E; ALG SD CURV 197.64 FT; N39*19'10"W 148.74 FT TO PC OF CURV TO LEFT, CURVE DATA: RADIUS 179.00 FT; DELTA 51*04'06", COURSE N64*51'13"W, CHORD 154.32; RADIUS PT BEAR S50*40'50"W; ALG SD CURV 159.54 FT; S89*36'44"W 492.94 FT TO PT ON N-S 1/4 SEC LN SD SEC 9, SD PT ALSO PC OF CURV TO LEFT, CURV DATA: RADIUS 208.00 FT, DELTA 23*31'14", COURSE S78*12'42", CHORD 84.79 FT; RADIUS PT BEAR S00*01'41"E; ALG SD CURV 85.39 FT; N0*08'22"W 58.74 FT TO PT ON N SEC LN SD SEC; N89*35'47"E ALG SD N SEC LN 83.04 FT TO POB.

Property #2: Connel/Bernice Gower Living Trust property (+/- 1.182 acres): Iron County Parcel Number D-0966-0003-0000, Iron County Account Number 0492418, and legal description:

BEG AT PT N89*36'44"E 492.76 FT FR N1/4 COR SEC 9,T36S,R11W, SLM;
N89*36'44"E 403.79 FT; S00*08'25"E ALG W LN COAL CREEK INDUSTRIAL PHASE 4,
270.03 FT TO PC OF NON-TANG CURV TO RT CURV DATA: RADIUS 179.00, DELTA
51*06'44", COURSE N62*44'35"W, CHORD 154.44, RADIUS PT BEAR N01*42'03"E; ALG
SD CURV 159.68 FT; N39*19'10"W 149.44 FT TO PC OF CURV TO LEFT, CURV DATA:
RADIUS 221.00 FT, DELTA 51*04'06", COURSE N64*51'13"W, CHORD 190.52 FT,
RADIUS PT BEAR S50*40'50"W; ALG SD CURV 196.98 FT TO POB; SUBJ TO 15 UTIL
EASE FOR EXIST 8 FT SEWER LN.

Property #3: Rachel Beach property (+/- 0.71 acres): Iron County Parcel Number
D-0966-00R2-0000, Iron County Account Number 0492420, and legal description:

BEG N89*36'44"E 249.71 FT & S00*09'24"E 42.00 FT FR N1/4 COR SEC
9,T36S,R11W, SLM; N89*36'44"E 243.22 FT TO PC CURV TO RT, CURV DATA: RADIUS
179.00, DELTA 51*04'06", COURSE S64*51'13"E, CHORD 154.32 FT, RADIUS PT BEARS
S00*23'16"E; ALG SD CURV 159.54 FT; S64*47'13"W 55.89 FT; S89*37'05"W 332.10 FT;
N00*09'24"W 89.95 FT TO POB.

Property #4: Rachel Beach property (+/- 5.71 acres): Iron County Parcel Number
D-0957-0001-0000, Iron County Account Number 0371713, and legal description:

BEG S89*35'47"W 83.03 FT & S00*07'55"E 58.74 FT FR N1/4 COR SEC
9,T36S,R11W,SLM; SD PT ON NON-TANG CURV TO RT, CURV DATA: RADIUS 208.00,
DELTA 23*31'14" COURSE N78*12'42"E, CHORD 84.79, RADIUS PT BEAR S23*32'55"E;
ALG SD CURVE 85.39 FT; SD PT ON N/S 1/4 SEC LN; N89*36'44"E 249.71 FT;
S00*09'24"E 749.50 TO A BULLOCH BROS REBAR CAP; S89*44'26"W 333.07 FT;
N00*07'55"W 732.00 FT TO POB.

Property #5: John Clifford Urie property (+/- 5.00 acres): Iron County Parcel Number
D-0967-0001-000, Iron County Account Number 0142742, and legal description:

COM 8 RDS S & 15 RDS E OF NW COR NW1/4NE1/4 SEC 9,T36S,R11W, SLM; E
20 RDS; S 40 RDS; W 20 RDS & N 40 RDS TO POB.

Property #6: Rachel Beach property (+/- 0.25 acres): Iron County Parcel Number
D-0965-0001-0000, Iron County Account Number 0142643, and legal description:

BEG 45 RDS W & 8.5 RDS S OF NE COR OF NW1/4NE1/4 OF SEC 9,T36S,R11W,
SLM; S 40 RDS; W 1 ROD; N 40 RDS; E 1 ROD TO POB.

Property #7: Rachel Beach property (+/-4.17 acres): Iron County Parcel Number

D-0965-R2-0000, Iron County Account Number 0492419, and legal description:

BEG N89°36'44"E 581.87 FT & S00°07'48"E 131.98 FT FR N1/4 COR SEC 9,T36S,R11W, SLM; SD PT BE BULLOCH BROS. RC; N64°47'13"E 55.89 FT; S39°19'10"E 148.70 FT TO PC OF CURV TO LEFT, CURV DATA: RADIUS 221.00, DELTA 51°14'24", COURSE S63°01'45"E, CHORD 191.12 FT, RADIUS PT BEARS N52°35'27"E; ALG SD CURV 197.64 FT TO PT ON W LN COAL CREEK INDUSTRIAL SUBD PHASE 4; S00°08'25"E ALG SD W LN 480.64 FT; DEPART SD W LN S00°08'25"E 7.55 FT TO FOUND GRIMSHAW RC; S89°40'00"W 332.01 FT TO A FOUND GRIMSHAW RC; N00°01'40"E 8.10 FT TO FOUND GRIMSHAW RC; N89°39'58"E 17.19 FT TO A FOUND BULLOCH BROS RC; N00°07'48"W 659.83 FT TO POB.

WHEREAS, the IFA property and the properties described above as properties #1 through #7 (hereinafter referred to as the property) are currently located in an unincorporated area of County. IFA is in the process of seeking annexation into City for all of these properties in order to access the various infrastructure items City has to offer. The annexation process is projected to take multiple months, and the final decision to annex or not is a legislative decision of the Cedar City Council. IFA, County, and City enter this agreement with the express understanding that annexation into Cedar City is not guaranteed; and

WHEREAS, IFA understands that it is responsible for seeking and obtaining the consent from all owners of the property to annex and to allow such dedications and easements as are necessary to facilitate development of the IFA facilities; and

WHEREAS, the construction of IFA's facilities on the IFA property, and the necessary infrastructure on the property will take a number of months and in order to complete the construction of IFA's facilities and all of the associated infrastructure improvements such as roads, curb, gutter, sidewalk, storm drain, water, sewer, rail spurs, and various other utility improvements prior to the next winter season IFA needs to commence development as soon as possible; and

WHEREAS, IFA enters this agreement with the express understanding that City has different development and construction standards than County and that constructing the infrastructure and IFA facilities following City standards may have a cost difference from following the County standards; and

WHEREAS, it is the express intent of this agreement to: (1) facilitate the development of the IFA facilities and the associated infrastructure to City standards; (2) allow IFA to commence construction prior to annexation; (3) recognize that annexation is not guaranteed; (4) establish requirements so that the construction of the IFA facility will comply with County ordinances while the construction and development proceeds prior to annexation; (5) establish a method to allow the construction and infrastructure to remain in the unincorporated county should the annexation request be denied, and; (6) provide a method whereby County and City are able to make the most efficient use of their respective powers by enabling them to cooperate with each other on a basis of mutual advantage thereby providing services and facilities in a manner that

will accord the best benefit of the economy of scale, economic development, and utilization of natural resources for the overall promotion of the general welfare of the State of Utah.

NOW THEREFORE IFA, City, and County hereby agree that adequate consideration exists to support the formation of this agreement. IFA, City and County hereby agree as follows:

1. IFA's responsibilities.

A. IFA will file a conditional use permit application with County and follow all duly adopted and applicable County procedures necessary to secure the issuance of the conditional use permit. The conditional use permit will allow IFA to commence construction prior to completing the annexation of the property. The conditional use permit will also allow IFA to continue the use and development of the property in the County in the event that the annexation is not granted.

B. IFA agrees that all construction on the property and all infrastructure needed to facilitate the construction on the property shall be built in accordance with duly adopted City engineering standards, building codes, fire codes, zoning and subdivision ordinances, Airport/FAA building height restrictions, and all other applicable City standards. IFA agrees that any drainage from settling ponds constructed by IFA shall have to be approved by the State of Utah Department of Environmental Quality. IFA agrees that City standards shall be applied to its construction and all infrastructure regardless of the progress of the annexation petition or the success or failure of the annexation petition. IFA agrees that the choice to build in accordance with City standards is IFA's choice and is not something that County or City have compelled IFA to do.

C. Unless and until the annexation petition is rejected, IFA agrees to abide by the decisions and interpretations made by the City staff and to use the City's processes and structure if IFA has an issue with the manner in which the City administers its ordinances and regulations. IFA waives any right to seek decisions, interpretations, and/or appeals from County.

D. IFA will file a petition to annex the property into the corporate boundaries of City. IFA will cooperate with City's procedures and policies related to its annexation process and provide City such information as may be reasonably required related to the annexation. IFA will comply with City's duly adopted water acquisition ordinance at the time of annexation by either providing the required water rights to City or paying the duly adopted and generally applicable water acquisition fee.

E. IFA agrees to pay all duly adopted and generally applicable City fees associated with building permits, annexation, zoning, subdivision, or any other applicable land use regulation the City has. IFA agrees to pay all duly adopted and generally applicable fees for connection to City services and any duly adopted and general applicable fees for continued use of City services including, but not limited to, water, sewer, and storm drain.

F. IFA agrees that prior to final annexation for the property IFA will be required to pay City applicable and duly adopted and generally applicable impact fees, said impact fees shall

be due prior to the issuance of a temporary or final certificate of occupancy.

G. IFA will apply to City for permission to use the City's rail spur. Any agreement for the use of City's rail spur will be negotiated with City separately from this agreement for the development of land.

H. IFA shall require all of its contractors and/or subcontractors to cooperate with the City Building and Public Works inspections.

I. IFA shall secure the written permission to annex all of the property into City; written dedication of all rights of way to City through the property; and dedication of all necessary easements for access, utilities, and for any other purpose as may reasonably be necessary to facilitate the development from all of the owners of the property.

J. By entering this agreement IFA requests use of City's culinary system for its property which is outside of the City limits. IFA agrees to pay all required connection fees and use fees that are generally applicable in accordance with City's adopted fee schedule.

2. City's responsibilities.

A. City agrees to accept, consider, process, and not unreasonably condition or delay IFA's annexation petition. City does not guarantee approval of IFA's annexation petition.

B. City will be responsible for building and infrastructure inspections, necessary occupancy certificates either temporary or final, and approval or rejection of public infrastructure. City will inspect the project using duly adopted and generally applicable specifications, engineering standards, building and fire codes, subdivision and zoning ordinances, and all other applicable land use ordinances, rules, or regulations as adopted by City.

C. City will follow its normal inspection processes for buildings and the public and private infrastructure.

D. City will accept from County the authority to conduct inspections and issue applicable permits. By accepting this authority from County, City in no way accepts more authorization than County has to offer. City only applies its ordinances, specifications, rules, and regulations by this agreement with IFA. City's ability to issue land use permits for infrastructure or buildings located in County is limited to this one project, and City in no way interprets this limited grant as the ability to grant permits or conduct inspections on other projects outside City boundaries.

E. City expressly acknowledges that the responsibility to issue permits, charge fees, collect fees, or otherwise have any ability to regulate the IFA project will cease to exist if the IFA annexation petition is formally rejected by a majority vote of the Cedar City Council.

F. City agrees to hold County harmless from City's actions associated with the inspections and regulations of the construction and development within the development property.

G. City agrees to allow IFA to connect to the City's culinary water system to serve the buildings constructed on the IFA property. If the annexation petition is rejected by City, the allowance for IFA to connect to and use City's culinary water system will survive the expiration of this agreement and act as formal permission from the City Council for a water connection outside the City limits in accordance with Cedar City Ordinance 37-20.

3. County's responsibilities.

A. County agrees to accept, consider, process, and not unreasonably condition or delay IFA's petition for a conditional use permit. County does not guarantee approval of IFA's conditional use permit application.

B. Unless and until a majority of the Cedar City Council formally rejects IFA's annexation petition County hereby delegates to City all authority and ability related to this project only to issue relevant building and development permits, collect fees, conduct inspections, and otherwise have authority over the building and development of the development property. City will not be responsible to pay or remit any of the collected fees to County, and County shall have no claim on said fees even if the annexation is not accepted. The fees will be considered payment for the services rendered by City.

C. County only delegates to City such authority as County actually has. County shall not be deemed to delegate to City the authority to require any other standard than the adopted County standards for building and infrastructure. The agreement by IFA to develop to City standards is not a delegation of authority from County to City, it is a knowing and voluntary act of IFA.

D. If the annexation petition filed by IFA is formally and officially rejected by a majority vote of the Cedar City Council, inspection of the construction and development within the development property reverts to County. County agrees to accept such responsibility and County agrees to hold harmless City for any inspection work completed by City. City shall have no liability for any inspection work completed by County. County agrees to accept any occupancy certificates issued by City, and any City accepted or rejected infrastructure.

E. County hereby consents to the annexation of the property and directs County officials and staff to execute such documents as may be customary and necessary to document the County's consent.

4. Miscellaneous provisions.

A. This agreement includes the sharing of corporate authority between two (2) governmental entities in order to cooperatively provide services they are each authorized by

statute to provide. As such this agreement follows the provisions of UCA §11-13-202. This agreement is in no way intended to create an interlocal entity as that term is used in UCA §11-13-203.

B. This agreement is not intended to create any rights for any third parties. Any party that does not specifically sign this agreement is not entitled to rely on any of the provisions of this agreement and may not seek to enforce any of the rights or obligations created by this agreement.

C. The rights and responsibilities created by this agreement are rights and responsibilities that the parties to this agreement may not assign or otherwise transfer to another without the express written consent of the rest of the parties to this agreement.

D. This is an integrated agreement. The terms and provisions of this agreement may not be interpreted by use of outside material not referenced herein. Also, this is the parties' final expression of their agreement and no prior or subsequent written or oral discussions or agreement may be used to interpret this agreement. All amendments to this agreement must be reduced to writing and duly adopted by all of the parties hereto in order to be effective.

E. If portions of this agreement are found by a court of competent jurisdiction to violate any provision of law, that portion of the agreement shall be deemed to be severed from the agreement. Upon severance of a provision the remainder of the agreement shall be interpreted to fulfill the purposes stated herein.

F. Each party signing this agreement has had an opportunity to review the agreement and to have the agreement reviewed by their respective legal counsel. Nothing in this agreement shall be interpreted against the author of the agreement due to the authorship of the agreement.

G. In the event of a dispute related to this agreement where one party incurs costs associated with negotiation, dispute resolution, litigation, or any other method of resolving a dispute between the parties, each party agrees to pay its own costs and attorney fees.

H. The persons signing this agreement have completed the necessary approval process within their respective corporate entities and received all permission necessary to bind each entity to the terms and conditions contained herein.

I. This agreement shall be interpreted in accordance with the laws of the State of Utah. In the event of a dispute requiring court action, jurisdiction is vested solely in the Utah District Court. Venue is vested solely in the Fifth Judicial District Court, Cedar City precinct.

J. This agreement is not intended to create joint liability among any of the parties. Each party is an independent corporate entity and while the County and City may delegate defined responsibilities to each other they remain separate corporate entities each responsible for their own work product and actions. Nothing in this agreement may be interpreted to create any agency from one governmental entity to the other. Nothing in this agreement may be interpreted

to create any agency between IFA, County, and City. Each entity is responsible for their own methods of work, their own employees, and their own policies.

K. A judgment by any third party against any of the parties to this agreement shall not create liability on any of the other parties to this agreement. This contract does not create joint liabilities for any of the parties.

L. IFA expressly acknowledges that it is assuming risk in this agreement by agreeing to develop to City standards which may be more costly than County standards. IFA is responsible for its performance and nothing in this agreement may be interpreted to create liability for the increase in development standards upon County or City.

M. This agreement shall not terminate until the purposes provided for herein are completed.

N. No party to this agreement will be held responsible for delay or default caused by events of force majeure including, but not limited to, fire, riot, acts of God, war, terrorism, or other such acts which are beyond the party's reasonable control.

Remainder of page intentionally left blank.

Cedar City's Signature Page.

Dated this ____ day of _____, 2016.

Maile L. Wilson
Mayor

[Seal]
Attest:

Renon Savage
Recorder
STATE OF UTAH)
 :SS.
COUNTY OF IRON)

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

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

NOTARY PUBLIC

Iron County's Signature Page.

Dated this ____ day of _____, 2016.

Alma Adams
Iron County Commission Chair

[Seal]
Attest:

Jon Whittaker
Iron County Clerk

STATE OF UTAH)
 :SS,
COUNTY OF IRON)

On this _____ day of _____, 2016, personally appeared before me Alma Adams and Jon Whittaker who duly acknowledged to me that they signed the above and foregoing document.

NOTARY PUBLIC

IFA's Signature Page.

Dated this ____ day of _____, 2016.

of
this

(Please print name and title
IFA's representative signing
agreement).

STATE OF UTAH)
 :ss.
COUNTY OF IRON)

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

NOTARY PUBLIC

**CEDAR CITY COUNCIL
AGENDA ITEM 5**

DECISION PAPER

TO: Mayor and City Council

FROM: Natasha Hirschi

DATE: May 2, 2016

SUBJECT: Consider Bids for 2016-2017 Health, Dental Vision and Life Insurance

DISCUSSION: Cedar City recently requested insurance proposals for the City's 2016-2017 medical, dental, vision and life insurance. We received proposals from PEHP, EMI, Select Health, Regence, Hartford and Aetna.

A committee reviewed the proposals and heard presentations from PEHP, EMI and Select Health. Employee meetings were held and employees were given a survey to rank the providers and options pertaining to their benefits.

The majority of medical, dental, vision and life bids came in higher than our current premiums. Below are the carriers that bid and the percentage change in medical and life coverage.

PEHP STAR	9% Increase
PEHP Preferred	14.5% Increase
EMI	6.5% Increase
Select Health (Med)	4.9% Increase
Select Health (Share)	-0.33% Decrease
Regence	10.7% Increase
Aetna	6.03% Increase
Hartford Life	15.7% Increase
PEHP Life	-20.4% Decrease

After reviewing the bids and receiving feedback from employee surveys staff proposes that Select Health Med provide our health and vision insurance and PEHP provide dental and life insurance effective July 1, 2016.

Below are the proposed monthly premiums from PEHP and Select Health (MED) and our current monthly premiums from PEHP.

<u>PROPOSED</u>		<u>CURRENT</u>	
Health:	\$115,815.90	Health:	\$110,405.86
Dental:	\$ 12,492.14	Dental:	\$ 12,126.42
Vision:	\$ 1,814.50	Vision:	\$ 1,739.73
Life:	\$ 1,184.48	Life:	\$ 1,488.23

Select Health (Share) is the low bid for Medical insurance. The coverage with Select Share is limited and there is no out of network coverage. Many local doctors are not covered on this plan. The majority of employees who completed their survey were not in favor of this plan.

EMI provided the lowest dental bid. Staff is proposing to keep the dental with PEHP. The difference between EMI and PEHP was minimal and this will eliminate having three different carriers.

PEHP provided the lowest vision bid. Because the vision is tied to the medical carrier. Staff is recommending switching vision to Select Health.

PEHP is the low bidder on life insurance.

CEDAR CITY COUNCIL
AGENDA ITEM 4

INFORMATION SHEET

TO: Mayor and City Council

FROM: Chris Hudson, Aquatics Center Manager

DATE: May 4, 2016

SUBJECT: Consideration of changing the Cedar City Aquatic Center Fee structure

DISCUSSION: The Cedar City Aquatic Center generates much of its operating budget through admittance passes, sales and rental revenue. The Cedar City Aquatic Center, which opened fully in January 2011, has not had any increases since opening five years ago. It is common practice for Leisure Services departments to review their fees every five years.

With the desire to recover a higher percentage of operation and maintenance costs of the Aquatic Center, it is our proposal to consider implementing these increases in advance of the summer season instead of with the regular fiscal calendar (effective May 28, 2016).

The new fees are based on a 5% increase (1% annually), from the base price for all memberships, and a minimal .50¢ increase on daily admissions with punch passes and group rates being adjusted to follow the current price model. Additionally, there are items that currently have no prices in the fee schedule that we would like to add in order to account for eventual costs associated with wear and tear and replacement.

Below is our proposal for fees in order to help offset the operating expenses for the Aquatic Center, making it more profitable and reducing the subsidy from the general fund.

Proposed Changes to Aquatics Center Fees

<u>Fee Changes</u>	<u>Current</u>	<u>Change</u>
Facility		
Multipurpose room 1:	\$15	\$20
Passes		
Family*	\$39.95	\$42.00
Couple	\$33.95	\$35.00
Adult Individual (18-59)	\$21.95	\$23.00
Youth Individual (4-17)	\$13.95	\$15.00
Senior Couple (60+)	\$26.95	\$28.00
Senior (60+)/Student	\$17.95	\$19.00

Military	\$17.95	10% off w/ current Valid Military ID
Day Passes		
Adult	\$4.00	\$4.50
Youth	\$3.50	\$4.00
Senior/Student	\$3.50	\$4.00
10 Punch Pass	\$33.25	\$38.00
20 Punch Pass	\$63.00	\$72.00
Military	None	10% off w/ current Valid Military ID

New Fees

Passes

Group Rate (21-99)	15% off
Group Rate (100+)	20% off

Facility Rental

Lobby:	\$10
Observation Deck: (no bleachers)	\$10
Observation Deck: (with bleachers)	\$20
Fitness Plateau:	\$10
Storage:	\$ 2
Full Facility (no pool areas)	\$100
Full Facility (with pool areas)	\$400

Equipment Rental

Chairs (20):	\$ 5/event/day
Whiteboard:	\$ 5/event/day
Tables (1):	\$ 2/event/day
Projector/Screen:	\$25/event/day
Accordian Mats (1):	\$ 2/hr
Stereo -Full Stage:	\$75/event/day + Labor
Stereo-Built in:	\$ 5/event/day
Stereo - Karaoke:	\$10/event/day

**CEDAR CITY COUNCIL
AGENDA ITEM 7**

INFORMATION SHEET

TO: Mayor and City Council
FROM: Rick Holman
DATE: May 2, 2016
SUBJECT: Transportation funding Resolution

DISCUSSION: Nationwide, governments are faced with aging infrastructure. Particularly, transportation systems are critical to the economic well-being of the nation. As such, the need to maintain transportation systems is just as critical.

UDOT, counties, cities and towns are faced with ever increasing costs to maintain, rehabilitate or replace aging roads. Last year (2015) the State Legislature recognized the need for additional transportation funding and passed HB 362. This allowed the State to receive additional motor fuel tax to assist with transportation needs. HB 362 also allowed Counties to consider a local option sales tax to assist counties, cities and towns with their maintenance efforts. HB 362 was questionable for Iron County due to a designated amount that would be allocated to the local transit system (CATS). It was more than was needed.

With the assistance of the Utah League of Cities and Towns, HB 183 was passed by the Legislature this year that provides certain counties more flexibility in distributing transportation funding if the local sales tax option is adopted by voters.

Cedar City has identified numerous road projects that deserve attention. Many roads are deteriorating and need complete reconstruction. Others need rehabilitation. The City's annual street maintenance program is becoming more expensive than the current funding level.

The attached resolution recommends to the County Commission that the Cedar City Council acknowledges the need for additional transportation funding and supports placing the Local Option Sales Tax on the November 2016 ballot.

CECAR CITY RESOLUTION No. _____

A RESOLUTION OF THE CEDAR CITY COUNCIL, SUPPORTING THE HB 362 (2015) AND HB 183 (2016) AUTHORIZING A 0.25% LOCAL OPTION GENERAL SALES TAX DEDICATED TO TRANSPORTATION, ENCOURAGING THE IRON COUNTY COMMISSION TO SUBMIT THE PROPOSAL TO VOTERS IN NOVEMBER 2016, AND ENCOURAGING VOTERS TO SUPPORT THE PROPOSAL.

WHEREAS, a safe and efficient transportation system creates the foundation for economic growth, improved air quality and public health, and enhanced quality of life; and

WHEREAS, the creation and maintenance of transportation infrastructure is a core responsibility of local government; and

WHEREAS, according to estimates provided by the Utah League of Cities and Towns, Utah's population is expected to grow by 2 million residents by 2040; and

WHEREAS, Cedar City residents demand comprehensive transportation options such as bike lanes, multi-use paths, off-road trails, and transit in addition to traditional roads; and

WHEREAS, research from the Utah Department of Transportation indicates that road rehabilitation costs six times as much as road maintenance, and road reconstruction costs ten times as much as road maintenance, and

WHEREAS, investing in transportation results in economic development for Cedar City and Iron County and accessible good-paying jobs for our residents; and

WHEREAS, investing in safe and connected trails, bike lanes, sidewalks, and multi-use paths will encourage our residents to be more active, enable them to spend more time with their families via active transportation, and result in improved personal and community health; and

WHEREAS, Utah has created a Unified Transportation Plan to address these comprehensive Transportation and quality of life issues; and

WHEREAS, during its 2015 general session the Utah State Legislature recognized the local transportation needs and enacted HB 362 which authorized voters to approve and counties to impose a 0.25% local option general sales tax dedicated to local transportation; and

WHEREAS, during its 2016 general session the Utah State Legislature enacted HB 183 which allowed various counties and municipalities, including Iron County and Cedar City, to establish a distribution system different than what was adopted in HB 362.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CEDAR CITY, UTAH:

SECTION 1. Encourage Submission of Proposal to the Voters of Iron County.

The Cedar City Council supports the proposed 0.25% Local Option General Sales Tax. The Cedar City Council publically urges the Iron County Commission to submit the 0.25% Local Option General Sales Tax dedicated to transportation to Iron County voters for the November, 2016, election.

SECTION 2. Recommended Allocation Of The 0.25% Local Option General Sales Tax.

The Cedar City Council recommends that upon voter approval that the 0.25% Local Option General Sales Tax be distributed in accordance with HB 183 as follows: 0.10 to be distributed to the Cities and Towns in accordance with the formula set forth in State Statute related to point of sale and population distribution; 0.05 to the County; 0.025 to qualifying local transit district operations; and 0.075 to be split with 50% being sent to the County and 50% to be distributed to the Cities and Towns in accordance with the formula set forth in State Statute related to point of sale and population distribution.

SECTION 3. Encourage Voters to Enact the 0.25% Local Option General Sales Tax.

The Cedar City Council encourages voters to carefully consider the potential impact from the 0.25% Local Option General Sales Tax and to support the enactment of the 0.25% Local Option General Sales Tax because of the potential impact explained below.

SECTION 4. Road and Street Needs in Cedar City.

Cedar City has significant transportation needs that the municipal portion could address. For example, the city has road maintenance projects. The municipal portion of the proposed sales and use tax could enable the city to invest in the critical projects that our residents expect.

SECTION 5. Cedar City's Active and Alternative Transportation Infrastructure Needs.

Cedar City has significant active and alternative transportation needs that the municipal portion could address. For example, our residents are demanding improved sidewalks and pedestrian safety modes, enhanced bike lanes, better connectivity with transit, more traffic calming devices, and other modern transportation infrastructure. Investment in active transportation options will encourage residents to travel via walking, biking resulting in a healthier population, reduced emissions, decreased health care costs, and improved quality of life. Adoption of sales tax would enable the city to invest in the critical projects that our residents expect.

SECTION 6. Public Transit.

Cedar City operates a public transit system which can help relieve traffic, promote walkable communities, and improve air quality.

SECTION 7. Distribution of this Resolution.

A copy of this resolution shall be sent to the Iron County Commission, the Utah League of Cities & Towns, the Utah Association of Counties, the Speaker of the Utah House of Representatives, the President of the Utah State Senate, State Representatives and Senators who represent the City, and the Governor of the State of Utah.

SECTION 8. Effective Date.

This Resolution shall become effective upon passage.

APPROVED BY THE CEDAR CITY COUNCIL, STATE OF UTAH, ON THIS
_____ DAY OF _____ 2016 BY THE FOLLOWING VOTE:

YES NO ABSTAIN ABSENT

Councilmember Terri Hartley
Councilmember Craig Isom
Councilmember Fred Rowley
Councilmember Paul Cozzens
Councilmember Ron Adams

Mayor: _____
Maile L. Wilson

[Seal]
Attest: _____
Renon Savage, Recorder

CEDAR CITY COUNCIL
AGENDA ITEMS - 8
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: May 2, 2016

SUBJECT: Resolution expressing an intent to work with the Central Iron County Water Conservancy District.

DISCUSSION:

The Central Iron County Water Conservancy District has been working for some time to secure water rights in the Wah Wah and Pine Valleys. These two valleys are located in Western Beaver County. The broad scope of the Conservancy District's proposal is to pump the water in Beaver County and pipe it to the Cedar Valley where the Conservancy District could then wholesale the water to users here. One of the reasons for pursuing this water is the mining of the Cedar Valley aquifer.

The Conservancy District is currently in a law suit with those from Beaver County that are challenging the Conservancy District's plans. The Conservancy District has asked municipalities in the Cedar Valley to consider adopting resolutions that could be used to support the Conservancy District's position in the law suit. The resolutions are a formal method for the local municipalities to convey to the Conservancy District that the local municipalities are interested in the possible partnerships with the Conservancy District to help in the cost of water development as well as being consumers for the water resources.

The agreement does not bind the City to any specific proposal or any specific cost structure. This is more of a conceptual document where the City is stating its interest in the proposals and the use of the water. Prior to any sort of binding agreement the City will have to have much more detailed information related to scope and cost.

The attached draft resolution has been reviewed and approved by the attorneys for the Conservancy District, Mr. Wayment and Mr. Draney.

Please consider approving the attached resolution.

RESOLUTION NO. _____
**A RESOLUTION OF THE CEDAR CITY COUNCIL EXPRESSING AN INTENT TO WORK
WITH THE CENTRAL IRON COUNTY WATER CONSERVANCY DISTRICT TO OBTAIN
WATER RESOURCES FROM OUTSIDE THE CEDAR BASIN.**

WHEREAS, Cedar City (hereinafter referred to as "City") is a Utah municipal corporation and political subdivision that owns and operates its own culinary water system; and

WHEREAS, City is located in drainage basin 73 as that term is defined by the State of Utah Department of Natural Resources, Water Rights Division; and

WHEREAS, the water resources within drainage basin 73 accommodate agricultural, industrial, and municipal uses; and

WHEREAS, Utah is the second driest state in the United States and water is a commodity which is necessary to promote growth and a healthy economy; and

WHEREAS, the Central Iron County Water Conservancy District (hereinafter referred to as "District") was formed in 1997 as an independent Utah Water Conservancy District serving a land area that approximates the boundaries of drainage basin 73; and

WHEREAS, some of the District's functions include, but are not limited to: developing water supplies; providing adequate supplies of water for municipal, industrial, agricultural, and all other necessary water uses, and; development of water sources and necessary water delivery infrastructure; and

WHEREAS, City has numerous wells and springs located throughout drainage basin 73 and City uses its wells and springs to provide for the municipal and industrial water needs of its population; and

WHEREAS, City owns water rights with priority dates ranging from 1856 through 1962; and

WHEREAS, yearly water withdrawals from drainage basin 73 exceed the yearly water recharge to drainage basin 73. This is causing the basin to be mined for water by its water users; and

WHEREAS, current estimates show that approximately 7,000 acre feet of water per year is being mined out of drainage basin 73, municipal and industrial water use account for approximately 25% of the water used, agriculture use accounts for approximately 75% of the water use; and

WHEREAS, current Utah Geological Service studies indicate water mining from drainage basin 73 may be causing ground subsidence in various locations throughout drainage basin 73; and

WHEREAS, City and District recognize a mutual need for cooperative action to provide for, protect, and enhance the water resources within drainage basin 73. City encourages District to include, partial conversion of agricultural water use to Municipal and Industrial use as part of District's efforts to eliminate the mining of water from drainage basin 73; and

WHEREAS, City and District recognize a mutual need for cooperative action to obtain new sources of water for drainage basin 73 before over mining causes irreparable harm to the aquifer; and

WHEREAS, District recognizes a need to work with all users within drainage basin 73 to

promote conservation and recharge efforts; and

WHEREAS, City and District recognize a need within drainage basin 73 to provide incentives for water conservation, promote new water saving technology, continued development of water resources and efficiency, and obtaining additional water resources from outside of drainage basin 73 to serve current and future needs; and

WHEREAS, in order to further their mutual needs, City has been working in conjunction with District in seeking water resources from outside of drainage basin 73, promoting water conservation measures, utilizing City resources and property to preserve and maximize current water resources, and efficiently utilizing existing water resources, including water used for agriculture; and

WHEREAS, District has identified additional water resources located outside of drainage basin 73 in Wah Wah Valley and Pine Valley which would be available to supplement the water resources within drainage basin 73 upon construction of the necessary infrastructure to convey water from various points of diversion to various points within drainage basin 73; and

WHEREAS, City residents currently comprise approximately 60% of District's tax base, and uses approximately 15% of the water within drainage basin 73. City and District are committed to working cooperatively to assure future water supplies; and

WHEREAS, City recognizes and acknowledges that District will incur a substantial cost to develop necessary wells, pipelines, storage facilities, and distribution networks needed to bring water from Wah Wah Valley and Pine Valley into drainage basin 73; and

WHEREAS, as City experiences continued growth City will need additional water resources and City is agreeable to considering such partnerships with District as are reasonably necessary to obtain the necessary financial resources to develop and transport water from the Wah Wah Valley and Pine Valley into drainage basin 73 in order to serve City's municipal and industrial needs; and

WHEREAS, City has continued to discuss and provide financial support to the District for the purpose of exploring for new water sources, and obtaining the legal rights to new water sources through funding provided by City's tax base; and

WHEREAS, City has continued to cooperate with District in conservation efforts through encouraging conservation, adopting a tiered system of water rates, and use of City property and finances to maintain recharge basins; and

WHEREAS, City has the capacity to fund its portion of water source development, and to purchase necessary wholesale water from District through City's ability to assess appropriate and reasonable water user fees. City will be able to consume and use additional water resources for present and future growth, and can fund the same as deemed necessary and appropriate by the Cedar City Council.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Cedar City, State of Utah, that it intends to employ cooperative efforts with District in ongoing conservation and recharge efforts.

NOW THEREFORE, BE IT FURTHER RESOLVED, by the City Council of Cedar City, State of Utah, that it encourages District's efforts to promote and encourage agricultural interests within

drainage basin 73 to incorporate technology and conservation methods.

NOW THEREFORE, BE IT FURTHER RESOLVED, by the City Council of Cedar City, State of Utah, that it encourages District's efforts to obtain water from the Wah Wah and Pine Valleys.

NOW THEREFORE, BE IT FURTHER RESOLVED, by the City Council of Cedar City, State of Utah, that future cooperation with District's efforts to secure water resources from the Wah Wah and Pine Valleys may include, but may not be limited to, the following as City, in its sole discretion, sees fit: utilizing purchase contracts for bulk water; provision of financial assistance to District from City as City deems necessary and appropriate and provided that the financial assistance will result in a benefit to the economy, and prosperity of City and its residents, and; to otherwise make reasonable efforts to assist in the procurement of water to be used within drainage basin 73 that will benefit the welfare and prosperity of City and its residents.

This resolution, Cedar City resolution No. _____, was adopted this ____ day of _____, 2016, by the Cedar City Council upon the following vote:

	<u>Aye</u>	<u>Nay</u>	<u>Abstained</u>
Councilmember Terri Hartley			
Councilmember Craig Isom			
Councilmember Fred Rowley			
Councilmember Paul Cozzens			
Councilmember Ron Adams			

Maile L. Wilson
Mayor

[Seal]
Attest:

Renon Savage
Recorder