

Mayor
Robert D. Houston
City Manager
Joseph M. Decker
Treasurer
Katherine Ohlwiler



City Council
Arlon Chamberlain
Celeste Meyeres
Jeff Yates
Michael East
Byard Kershaw

KANAB CITY COUNCIL

February 11, 2020

26 NORTH 100 EAST, KANAB, UTAH

NOTICE is hereby given that the Kanab City Council will hold its regular council meeting on the 11th day of February 2020, in the City Council chambers at the Kanab City Office, 26 N 100 E, Kanab, Utah. The Council Meeting will convene at 6:30 p.m. and the agenda will be as follows:

6:30 P.M. Work Meeting

Business Meeting

1. Call to Order and Roll Call
2. Approval of Agenda
3. Approval of minutes of previous meeting
4. Approval of Accounts payable vouchers

5. Public Comment Period – Members of the public are invited to address the Council. Participants are asked to keep their comments to 3 minutes and follow rules of civility outlined in Kanab Ordinance 3-601

6. Presentation form Natalie Barney on the Kane Community Youth Coalition

7. Award RFP for the Cedar Heights Stormwater Improvements to Brown Brothers Construction Company in the amount of \$522,959.50

8. Discuss – Vote on Resolution 2-1-20 R “A Resolution Amending Kanab City Personnel Policy”

9. Discuss – Vote on Memorandum of Understanding between Kane County and Kanab City for the use of the Kanab Center Gym.

10. Closed Session:
 - Discuss the purchase, exchange, or lease of real property
 - Discuss the character, professional competence, or physical or mental health of an individual.
 - Discuss pending or reasonably imminent litigation.

Times listed for each item on the agenda may be accelerated as time permits. If you are planning to attend this public meeting and due to a disability need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting, and we will try to provide whatever assistance may be required. Please contact Katherine Ohlwiler at the Kanab City offices.

– A Western Classic –

Kanab City Council Meeting
January 28, 2020
City Council Chambers
26 North 100 East Kanab, Utah

In Attendance: Mayor Robert D Houston, Council Members Arlon Chamberlain, Celeste Meyeres, Michael East and Byard Kershaw, Recorder Joe Decker, Attorney Jeff Stott and Treasurer Katherine Ohlwiler. Council Member Jeff Yates excused.

Mayor Houston called the meeting to order and roll call was taken. Jeff Stott prayed and the pledge was led by Michael East.

Approval of Agenda: A motion was made by Byard Kershaw and 2nd by Celeste Meyeres to approve the January 28, 2020 meeting agenda. Motion passed.

Approval of Minutes: A motion was made by Celeste Meyeres and 2nd by Michael East to approve the minutes of January 14, 2020. Motion passed.

Approval of Accounts Payable Vouchers and Check Registers: A motion was made by Byard Kershaw and 2nd by Michael East to approve the accounts payable vouchers and check registers dated January 21, 2020 in the amount of \$77,226.00 and January 28, 2020 in the amount of \$51,455.25. Motion passed.

Public Comment: Delaney Matheson a health educator with the Health Department explained to the Council an opportunity for two members to attend the Utah Bike Summit in Layton, Utah on April 14, 2020. The Health Department would pay for them to attend the conference which is a one-day event to include other planners and infrastructure engineers to network, take part in training sessions and discussions on how other communities have enhanced their active transportation and public transportation. There will be breakout sessions and an awesome keynote speaker as well. Mrs. Matheson explained to let her know if they are interested in going.

Emilie Martin asked the Council about the status of the contract between Kanab City and Southern Red Sands. The Mayor explained Southern Red Sands is supposed to be notifying the City of the cancelation of the contract but they have not done that as of yet.

Discuss – Vote on Appointment of Camille Taylor to the Beautification Board with a term ending 12/31/2024: A motion was made by Byard Kershaw and 2nd by Michael East to appoint Camille Taylor to the Beautification Board with a term ending 12/31/2024.

Mayor Houston commented on one of the things that has happened is that Joe Decker has been put on the Travel Council Board and with the interaction between the Travel Council and the City there is an advantage to having people on each board. There are times when the Travel Council wants to put money into beautification and in return Joe felt like, with Byard's approval, Camille would be good to add to the Beautification Board. The interconnection between the Travel Council and the City would get things developed better. Celeste Meyeres expressed her belief that the intent of these boards is that they are to be filled by citizens and

Camille represents the Kane County Office of Tourism. So, she spoke with Joe and Byard and talked with Camille as well and she feels comfortable with it as long as there is not an issue with agencies represented. Motion passed.

Discuss – Vote on zone change to Parcel K-17-19-Annex and K-17-18-Annex from RA [Residential Agriculture] to R-1-20 [Single Family Residential, 20,000 sq. ft.]. Parcel K-17-19-Annex and K-17-18-Annex is located in the approximate area of 304 East 1000 South in Kanab, Utah: Arlon Chamberlain explained Kent and Julie Brinkerhoff have a larger parcel of land they want to divide into two parcels. Planning Commission and the engineers have approved this. They will have to run a water line with a fire hydrant on it. The road won't need to be paved but eventually the road will continue through and tie into Hillside drive, until then it will stay a cul de sac. Joe Decker explained the main reason for the zone change is that it is zoned RA now and you can't have more than one home on a RA lot so that is why they are changing it to R-1-20 and then the next item is the Minor Subdivision of that. They'll have the minimum of 20,000 square feet.

A motion was made by Arlon Chamberlain and 2nd by Celeste Meyeres to approve the zone change to Parcel K-17-19-Annex and K-17-18-Annex from RA to R-1-20. Parcel K-17-19-Annex and K-17-18-Annex are located in the approximate area of 304 East 1000 South. Motion passed.

Discuss – Vote on Minor Subdivision [two lots] on Parcel K-17-18-Annex; parcel located in the approximate area of 304 East 1000 South Kanab, Utah: Arlon Chamberlain explained this is the division of the remaining parcel into two lots. One is a little over an acre and the other is just under an acre. The applicants did sign an agreement that when and if the road is paved, they will pay for their portion of it. Jeff Stott explained the two biggest issues with this is one, they need to be on a dedicated public road so they have dedicated the road to the City for when the City wants to take it. The second one is they are creating a private lane which has ten or eleven requirements to do so and the Planning Commission found that they have met or are meeting all of those requirements. The Planning Commission recommended the minor subdivision for approval.

A motion was made by Arlon Chamberlain and 2nd by Michael East to approve a minor subdivision on parcel K-17-18-Annex, parcel located in the approximate are of 304 East 1000 South in Kanab, Utah. Motion passed.

Dicuss – Vote on Resolution 1-1-20 R “A resolution approving the form of the Lease/Purchase Agreement with ZB, N.A. Salt Lake City, Utah and authorizing the execution and delivery thereof”: Mayor Houston explained that this is for the new wildland fire truck. Joe Decker explained that this is the truck they ordered last May. The debt service on it will stretch for about ten years at about \$45,000 per year where that debt service will be paid solely out of the Wildland Fire Suppression Fund which is based off the money the Fire Department makes every year. Mayor Houston explained the City has a contract with the state for these vehicles and that is how the City will intend on paying for this truck none of that money will come from taxes. There seems to be plenty of fires so they won't have to worry about the truck being used and paid for that way. Celeste Meyeres asked if at the end we will own the

truck. Joe Decker explained all of the City vehicles are leased to own. Once the last payment is made, they turn the title over to the City.

A motion was made by Byard Kershaw and 2nd by Celeste Meyeres to approve Resolution 1-1-20 R a resolution approving the form of the Lease/Purchase Agreement with Zions Bank, N.A. Salt Lake City, Utah and authorizing the execution and delivery thereof for the fire truck. Motion passed.

Consideration for and adoption of a Parameters Resolution 1-2-20 R authorizing the issuance Water and Sewer Revenue Bond and Bond Application Notes of Kanab City and calling of a public hearing to receive input with respect to the issuance of such Bonds and any potential impact to the private sector from the construction of Project: Joe Decker showed the bond paper from the City's bond attorney Richard Chamberlain out of Richfield. All based on the USDA project, Zions Public Finance is the conduit for the bond. The way that it works is USDA is a reimbursement program so the City has to expend the money out of pocket before they reimburse the City. So, the City does interim financing with Zions Bank just because the City can not float that much cash. Zions Bank is doing the bond for what the total amount will be at the end which is \$5 million dollars. Zions Bank is issuing this in two separate bonds which, one is a \$600,000 bond to pay for all of the engineering services and to get the City through the RFP programs. After it goes to bid, they will open the bond for the construction portion and once construction is done, the City will submit everything to USDA and they will pay those bonds off and then the City will have one loan through USDA. Much like a line of credit, this is done through bonding instead. The two bonds will not cost anything out of pocket they will just be in with the payment to USDA. Once all of the bond paperwork is signed, there will be a Public Hearing on February 25, 2020 to receive input on the project side and if there is any potential harming towards the private side of the City issuing the bonds.

A motion was made by Michael East and 2nd by Byard Kershaw to approve the adoption of a parameters resolution 1-2-20 R authorizing the issuance of the Water and Sewer Revenue Bond and Bond Anticipation Notes of Kanab City and calling of a public hearing to receive input with respect to the issuance of such bonds and any potential impact to the private sector from the construction of project. Motion passed by Arlon Chamberlain, Celeste Meyeres, Michael East and Byard Kershaw voting aye. Council Member Jeff Yates not present.

Celeste Meyeres adjourned the meeting.

Mayor

Recorder

February 7, 2020

Joe Decker
Kanab City
26 N 100 E
Kanab, UT 84741

RE: Engineer's Recommendation for Award of Bid
Kanab City – Cedar Heights Stormwater Improvements

Dear Joe,

After reviewing the Bids received on February 6, 2020, for the **Kanab City – Cedar Heights Stormwater Improvements** (Project) it was determined that **Brown Brothers Construction Company, Inc. (BBC)** was the low responsible, responsive Bidder for the Project per the Instructions to Bidders. We therefore recommend award of the contract to BBC in the amount of **\$ 522,959.50**

I have attached the bid tabulation, an evaluation of the Bidder's Documents, and a Notice of Intent to Award as outlined in the Bidding Documents for the Project.

If the City chooses to accept our recommendation, please execute a copy of the Notice of Intent to Award and return an electronic copy to me. We'll then forward them to BBC for acknowledgment and begin the process of securing and verifying Performance and Payment Bonds, Certificates of Insurance, and Certificates of Power of Attorney.

Please let me know if you have any questions or concerns.

Respectfully,



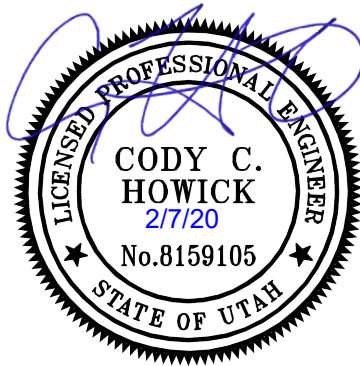
Cody C. Howick, P.E.
Sr. Project Manager
Civil Science

KANAB CITY
 CEDAR HEIGHTS STORMWATER IMPROVEMENTS PROJECT
 Bid Opening Date:
 February 6,2020 @ 10:00 am



BID TABULATION

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	ENGINEER ESTIMATE		Brown Brothers Construction		Progressive Contracting		Meadow Valley Contractors		Harward and Rees	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	MOBILIZATION & DEMOBILIZATION	1	LS	\$ 42,300.00	\$ 42,300.00	\$ 50,000.00	\$ 50,000.00	\$ 31,000.00	\$ 31,000.00	\$ 82,000.00	\$ 82,000.00	\$ 115,000.00	\$ 115,000.00
2	TRAFFIC & TEMPORARY CONTROLS	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,408.00	\$ 4,408.00	\$ 15,800.00	\$ 15,800.00	\$ 4,500.00	\$ 4,500.00
3	QUALITY CONTROL & TESTING	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00	\$ 3,248.30	\$ 3,248.30	\$ 3,450.00	\$ 3,450.00	\$ 4,500.00	\$ 4,500.00
4	SITE CLEARING	3	AC	\$ 1,500.00	\$ 4,500.00	\$ 1,000.00	\$ 3,000.00	\$ 1,508.00	\$ 4,524.00	\$ 3,400.00	\$ 10,200.00	\$ 3,200.00	\$ 9,600.00
5	PAVEMENT REMOVAL	1,325	SF	\$ 2.00	\$ 2,650.00	\$ 1.00	\$ 1,325.00	\$ 1.45	\$ 1,921.25	\$ 0.90	\$ 1,192.50	\$ 2.00	\$ 2,650.00
6	PAVEMENT RESTORATION	1,325	SF	\$ 10.00	\$ 13,250.00	\$ 10.90	\$ 14,442.50	\$ 4.76	\$ 6,307.00	\$ 7.30	\$ 9,672.50	\$ 9.00	\$ 11,925.00
7	EXCAVATION (PLAN QUANTITY)	26,854	CY	\$ 11.00	\$ 295,394.00	\$ 6.25	\$ 167,837.50	\$ 7.84	\$ 210,535.36	\$ 15.50	\$ 416,237.00	\$ 22.00	\$ 590,788.00
8	8' x 3' RCP BOX CULVERT	80	LF	\$ 975.00	\$ 78,000.00	\$ 1,200.00	\$ 96,000.00	\$ 1,544.54	\$ 123,563.20	\$ 1,440.00	\$ 115,200.00	\$ 1,250.00	\$ 100,000.00
9	12" LOOSE PLACED RIPRAP	1,802	CY	\$ 25.00	\$ 45,050.00	\$ 36.25	\$ 65,322.50	\$ 42.07	\$ 75,810.14	\$ 71.50	\$ 128,843.00	\$ 59.00	\$ 106,318.00
10	30" LOOSE PLACED RIPRAP	2,816	CY	\$ 48.00	\$ 135,168.00	\$ 33.25	\$ 93,632.00	\$ 42.07	\$ 118,469.12	\$ 50.50	\$ 142,208.00	\$ 64.00	\$ 180,224.00
11	6" WATERLINE LOOP	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 5,700.00	\$ 11,400.00	\$ 7,108.23	\$ 14,216.46	\$ 4,090.00	\$ 8,180.00	\$ 7,900.00	\$ 15,800.00
12	FIRE HYDRANT RELOCATION	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,391.85	\$ 2,391.85	\$ 2,270.00	\$ 2,270.00	\$ 3,500.00	\$ 3,500.00
13	SEEDING - RESTORATION	3	AC	\$ 1,750.00	\$ 5,250.00	\$ 1,000.00	\$ 3,000.00	\$ 742.40	\$ 2,227.20	\$ 2,410.00	\$ 7,230.00	\$ 1,600.00	\$ 4,800.00
				TOTAL	\$ 651,562.00	TOTAL	\$ 522,959.50	TOTAL	\$ 598,621.88	TOTAL	\$ 942,483.00	TOTAL	\$ 1,149,605.00



KANAB CITY
 CEDAR HEIGHTS STORMWATER IMPROVEMENTS PROJECT
 Bid Opening Date:
 February 6th, 2020 @ 10:00 AM

BIDDER DOCUMENT REVIEW

ITEM DESCRIPTION	Brown Brothers Construction Company, Inc.		Progressive Contracting, Inc.		Meadow Valley Contractors, Inc., DBA ACC Southwest	
	Submitted	Comment	Submitted	Comment	Submitted	Comment
Bid Form & Addenda	x	Addendum #1 Acknowledged	x	Addendum #1 Acknowledged	x	Addendum #1 Acknowledged
Bid Bond	x	5% - Travelers Casualty & Surety Company of America	x	5% - Employers Mutual Casualty Company	x	5% - Argonaut Insurance Company
Bidder's General Information	x	Ellis Brown	x	John Wilson	x	Cameron Young
Contractor License	x	Attached:E100, 226913-5501	x	Not Attached, but located in Bidders Information: E100: 249391-5501	x	Attached:E100, 226913-5501
WIP Limit	x	WIP= \$25,000,000 Current= \$1,833,380		WIP= \$8,675,329 Current= \$1,324,671		WIP=\$ Unlimited Current=\$57,000,000
List of Projects that meet requirements: 1) Completed, 2) Last 5 Years, 3) Similar Type, 4) Similar Complexity	x		x		x	
List of Prospective Subcontractors	x	Landmark Testing, Diamond Asphalt	x	Eden Valley	n/a	None provided
List of Suppliers	x	Mountainland Supply, Geneva Precast	x	Geneva Pipe, Scholzens	n/a	None provided

NOTICE OF INTENT TO AWARD

TO: Brown Brothers Construction Company, Inc.

90 N 200 E, Loa, UT 84747

Project: Cedar Heights Storm Water Improvements

The OWNER has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids called: Cedar Heights Storm Water Improvements


You are hereby notified that your Bid has been accepted for items in the amount of:

\$ 522,959⁵⁰

You are required to return an acknowledged copy of this Notice of Intent to Award to the OWNER.

Dated this 12th day of February, 2020.

OWNER: Kanab City

By: 

Title: City Manager

ACCEPTANCE OF AWARD

Receipt of the above Notice of Intent to Award is hereby acknowledged on

this 12 day of Feb, 2020

By: 

Title: President

KANAB CITY RESOLUTION 2-1-20 R

A RESOLUTION AMENDING KANAB CITY PERSONNEL POLICY

WHEREAS, the City of Kanab is desirous of amending the Personnel Policy to address personnel use of city equipment and employee exemption status.

WHEREAS, said policy amending the Personnel Policy has been submitted to and reviewed by the City Council of Kanab Utah, and found to be reasonable and acceptable.

NOW THEREFORE,

BE IT HEREBY RESOLVED that the attached Personnel Policy and Procedures shall be in effect until further resolution. All resolutions, ordinances, and policies in conflict herewith, either in whole or in part, are hereby repealed.

This Resolution shall be effective immediately upon passage.

Passed by the City Council of the City of Kanab this 11th day of February 2020

Robert D. Houston, Kanab City Mayor

Attest: Joseph Decker, Recorder

I. COMPENSATION

A. Time Sheets

All employees, full time as well as part time, shall maintain a time sheet. At the end of each pay period department heads will review for accuracy the time sheets of their department employees, making sure each employee has submitted his or her time sheet. Time sheets for all full time, salaried employees shall be submitted to the payroll clerk after the end of the pay period.

B. Overtime and Compensatory Time

- Overtime does not accrue until 40 hours have been worked in a week.
- Employees exempt from the Fair Labor Standards Act's overtime requirements are not eligible to receive overtime pay (see section 2 Officials and Department Heads)
- Non-Exempt full-time employees and part-time employees are eligible for Compensation time for work performed beyond 40 hours per week. Department heads may require employees to work overtime as necessary. As much notice as possible will be provided when the need for overtime work arises. However, advance notice may not always be feasible.
 - a) The Department Head's prior authorization is required for all overtime work. Overtime worked without authorization will result in disciplinary action.
 - b) Compensation time for authorized overtime work will be accrued at one and one-half time the regular hourly rate of pay for all hours worked beyond 40 hours in any given work week.
 - c) Overtime is calculated on a single workweek which includes 7 consecutive days beginning at 12:00 am on Sunday and ending at 11:59 pm on Saturday
 - d) As required by law overtime is based on actual "hours worked". Time off for lunch breaks, vacation leave, funeral leave, jury leave, sick leave, compensation time, or any leave of absence is not considered "hours worked" for purposes of calculating overtime.
- Supervisors are responsible for ensuring that appropriate controls are established to prevent unauthorized overtime. Time records with overtime hours must be approved by the supervisor in order to be processed.
- Supervisors should adjust an employee's schedule as needed to avoid unnecessary overtime.
- Compensatory time must be used by the end of the fiscal year in which it was earned. In limited circumstances, due to scheduling or business necessity, the

City Manager may approve the carryover of a maximum of 80 hours of accrued compensatory time.

- No employee may accumulate more than 80 hours of unused compensatory time. Hours of compensatory time earned in excess of 80 hours accumulated shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Upon termination of employment, an employee with accrued unused compensatory time shall be paid at a rate of compensation equal to (a) the average regular rate received by such employee during the last three (3) years of the employee's employment, or (b) the final regular rate received by such employee, whichever is higher.

1. Officials and Department Heads

The following employees of the City are exempt and paid a fixed salary and are not entitled to additional compensation for hours worked in excess of forty (40) hours per week.

- a) City Manager
- b) City Treasurer
- c) Chief of Police
- d) Police Sergeant
- e) City Attorney
- f) Justice Court Judge
- g) Fire Chief
- h) Deputy Fire Chief
- i) Library Director
- j) Airport Manager
- k) Public Works Director

C. On Call Compensation

- On-call time is not considered "hours worked". It is generally characterized by a readiness to respond to a call, text, or other notice to report to an emergency situation. Employees on-call are expected to report as directed within 20 minutes of notification. Employees are not paid regular time for time spent carrying a cell phone. But are paid for actual time spent responding to calls, or for when they have returned to the work site. Time spent responding to calls (traveling to and from the work site) also counts as hours worked.
- Employees designated by their supervisor as on-call will be paid an additional on-call compensation at the current budget approved rate. On-call designation must be recorded on the employee's time record and approved by their supervisor.

D. Separation Pay

When employees terminate, they shall be required to return all tools, equipment and other City property and to clear all City financial obligations prior to receiving their final paycheck. Any obligations not cleared will be deducted from their final paycheck. Final pay checks shall include compensation for all unused annual leave and qualified compensable overtime. Sick leave is not compensated.

E. Pay Days

Pay periods are bi-weekly. Pay-periods begin at 12:00 am on Sunday and end at 11:59 pm on the second following Saturday. Employees shall be paid by the following Thursday after the pay period ends. When pay day falls on a holiday, pay day will be the work day preceding the weekend or holiday.

Old Policy

I. COMPENSATION

A. Time Sheets

All employees, full time as well as part time, shall maintain a monthly time sheet. At the end of each month department heads will review for accuracy the time sheets of their department employees, making sure each employee has signed his or her particular time sheet. Time sheets for all full time, salaried employees shall be delivered to the payroll clerk no later than 3 working days after the end of the pay period.

B. Overtime and Compensatory Time

All employees shall comply with the provisions of the Fair Labor Standards Act (FLSA) as amended and the Department of Labor regulations issued there under pertaining to compensation for overtime work.

Exemptions: In accordance with the provisions of the Fair Labor Standards Act, certain positions are "exempt" from the payment of additional money for overtime worked (see subparagraph 2 of this part).

Work periods: For the purpose of complying with the requirements of the FLSA, the work week shall consist of seven days beginning 12:00 a.m. Sunday and ending at 11:59 p.m. Saturday.

All overtime hours shall be accounted for by the employee on the time sheet during which the hours were worked.

Joint employment: A City employee shall not serve as a volunteer for the same job in which he/she is employed by the City.

1. Law Enforcement

At the beginning of each 28 day work period, the police chief, or his designee, shall set the time to be worked for each officer, not less than 160 or more than 171 hours per 28 day work period. Any time worked over the 171 hours in the 28 day work period will be considered overtime. Overtime work shall occur only in emergency situations.

Monetary compensation will not be paid for overtime worked unless an officer accrues more than the maximum 80 hours of compensatory time or under certain special circumstances such as a grant received for payment of overtime. Officers will be

granted compensatory time off at a rate of one and one-half hours off for every hour of overtime worked.

The practice of overtime work shall be kept at an absolute minimum. All accumulated overtime shall be authorized and certified by the Police Chief.

2. Officials and Department Heads

The following employees of the City are exempt and paid a fixed salary and are not entitled to additional compensation for hours worked in excess of forty (40) hours per week.

- a) City Manager
- b) Chief of Police
- c) Police Sergeant
- d) City Attorney
- e) Justice Court Judge
- f) Fire Chief
- g) Library Director
- h) Airport Manager
- i) Public Works Director

3. Others

- a) All employees of the City other than those enumerated in subparagraphs 1 or 2 are subject to the provision of this subparagraph 3.
- b) Employees of the City are authorized to work forty (40) hours per week. Except as noted below, employees are not authorized to work more than forty (40) hours in any one week without the advance written consent of their department head and the City Manager. If an emergency threatening life or property arises and an employee is unable to obtain prior written consent, the employee may work more than forty (40) hours in a week. However, the employee's department head and the City Manager must be notified in writing within 72 hours and consent for such excess hours must be obtained. If it is determined that an employee worked excess hours without advance consent and not under emergency conditions, the employee may be disciplined up to and including termination.
- c) An employee shall be granted compensatory time off at the rate of one and one-half (1-1/2) hours for each hour worked in excess of forty (40) hours in a normal work week. If an employee is scheduled to work less than his/her normal work week (40 hours), [such as those weeks when an employee takes compensatory time off, takes vacation time, sick leave or a holiday falls during that period] any time worked between the shortened work

schedule and the normal work week (40 hours) will be considered straight time. Any employee desiring to take compensatory time off shall submit a written request to his or her department head or the City Manager stating the number of hours to be taken and the dates when the hours will be taken. The request shall be submitted no later than forty-eight (48) hours prior to the first day in which the hours will be taken off. The hours may be taken off when requested, unless the department head or the City Manager notifies the employee within twenty-four (24) hours of receipt of the request that the request will unduly disrupt the operations of the City.

- d) No employee may accumulate more than 80 hours of unused compensatory time. Hours of compensatory time earned in excess of 80 hours accumulated shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Upon termination of employment, an employee with accrued unused compensatory time shall be paid at a rate of compensation equal to (a) the average regular rate received by such employee during the last three (3) years of the employee's employment, or (b) the final regular rate received by such employee, whichever is higher.
- e) For purposes of this subparagraph 3, hours worked by an employee shall not include work performed as a volunteer fireman for the City

C. Separation Pay

When employees terminate, they shall be required to return all tools, equipment and other City property and to clear all City financial obligations prior to receiving their final paycheck. Any obligations not cleared will be deducted from their final paycheck. Final pay checks shall include compensation for all unused annual leave and qualified compensable overtime. Sick leave is not compensated.

D. Pay Days

Pay periods are the 1st through the 15th and the 16th through the last day of the month. Employees shall be paid on the 5th and the 20th of each month. When pay day falls on the weekend or a holiday, pay day will be the work day preceding the weekend or holiday.

MEMORANDUM OF UNDERSTANDING BETWEEN KANE COUNTY AND KANAB CITY

Memorandum of Understanding for the Use of the Kanab Center Gym

This Memorandum of Understanding (“MOU”) is entered into by Kane County, a political subdivision of the State of Utah (“County”), and Kanab City, a political subdivision of the State of Utah (“City”), collectively referred to as the “Parties.”

Purpose

The purpose of the MOU is to set forth the terms and conditions for the City’s recreational use of the Kanab Center Gym.

Scope

This MOU addresses the use of the Kanab Center Gym and the waiver of liability and indemnification regarding the use of the Kanab Center Gym.

Duration

This MOU shall remain in effect until terminated in writing by either party.

Use of Kanab Center

1. The Kanab Center has undergone extensive renovation with the intention of establishing a convention center, a community center, and for other community related purposes. As set forth below, the City will be authorized to use the Kanab Center Gym.
2. This Memorandum of Understanding only addresses activities that the City sponsors or organizes, and only those activities that are approved by the Kanab City Recreation Director.
3. The City is authorized to use the Kanab Center Gym and its accompanying restrooms, hallways, and parking lot at the Kanab Center (all together referred to as “Gym”)for various city-sponsored or organized recreational activities.
4. The City’s recreational use of the Gym must first be scheduled and approved by both the Kanab City Recreation Director and the Kanab Center Coordinator. Such scheduling may be for one-time-only activities, annual sports leagues, or weekly time slots such as pickle ball leagues or open basketball.
5. The City’s scheduled times may be cancelled by the County if the Gym is needed for a convention or other activity. The County agrees to give reasonable notice in the event of a change. The City may work with the County to schedule additional times for practices in the event that a practice or activity is canceled due to other commitments.
6. The City is responsible for ensuring that the Gym is unlocked and locked before and after each scheduled activity as instructed by the Kanab Center Coordinator.
7. The City is authorized to issue two sets of keys to the pickle ball league. The pickle ball league is authorized to put tape on the gym floor at their own expense.
8. The City may use the coach’s closet inside the Gym for storage.
9. The City may not make any modification or alteration of the Gym without receiving approval from the Kanab Center Coordinator.

10. The City agrees to follow any other rules or instructions as provided by the Kanab Center Coordinator.

Wavier of Liability and Indemnification

1. Waiver of Liability:
The City agrees to use the Gym as is and understands that the County does not warrant or guarantee anything related to the use and/or occupation of the Gym. Any activity sponsored by or organized by the City shall be the responsibility of the City. The City agrees to hold the County harmless for any and all damage or injury that arises due to the use and/or occupation of the Gym for City sponsored or organized activities, excluding grossly negligent acts by the County. The City agrees to include the County in their standard recreation liability waiver form signed by any participant of a city sponsored or organized activity in the Gym. The County agrees to hold the City harmless for any and all damage or injury that arises from activities unaffiliated with the City.
2. Indemnification:
The City agrees to indemnify the County and provide for the cost of defense for any and all claims or other liability that may arise due to negligent acts or omissions of the City, or that may arise as a result of any City sponsored or organized activity during the City's use and/or occupation of the Gym (except for negligent acts or omissions of the County). The County agrees to indemnify the City and provide for the cost of defense for any and all claims or other liability that may arise due to negligent acts or omissions of the County or third party vendors' use and/or occupation of the Gym.

Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of January, 2020.

KANE COUNTY:

KANAB CITY:

Brent Chamberlain
Kane County Commissioner

Robert Houston
Kanab City Mayor