



CEDAR CITY

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

CITY COUNCIL WORK MEETING JUNE 19, 2013

Mayor
Joe Burgess

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

City Manager
Rick B. Holman

The City Council will hold a work meeting on Wednesday, June 19, 2013, at 5:30 p.m. in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

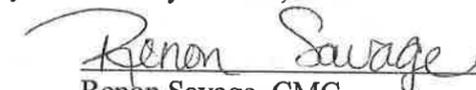
- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
 1. Swear in Addison Adams as Patrol Officer
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 1. Public Hearing related to a proposal to vacate the public right-of-way on 200 West between College Avenue and Center Street – SUU
 2. Consider a resolution to make College Ave a two-way street from 100 West to 300 West – Paul Bittmenn
 3. Public Hearing for the revision of the 2012-2013 fiscal year budget – Jason Norris
 4. Consider a request from the Cedar City Arts Council to be designated an official arts agency for Cedar City – Deborah K. Snider
 5. Consider an agreement with the Paiute Tribe of Utah for the construction of a monument on City property in the vicinity of the Library in the Park – Paiute Tribe
 - Staff
 6. Consider an agreement with Randall Allen to provide public defender services – Paul Bittmenn
 7. Consider a resolution amending the City wide consolidated fee schedule – Paul Bittmenn
 8. Consider the Certified Tax rate – Jason Norris
 9. Consider the following board appointments:
 - a. Ken Beazer to the Airport Advisory Board
 - b. Adrienne Tawa and Holly Porter to the Arts RAP Tax Board
 - c. Leah Brown to the Library Board

Dated this 17th day of June, 2013.


Renon Savage, CMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 17th day of June, 2013.


Renon Savage, CMC
City Recorder

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

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

CEDAR CITY COUNCIL
ACTION AGENDA ITEMS V - I
DECISION PAPER

TO: Mayor and City Council

FROM: Paul Bittmenn

DATE: June 17, 2013

SUBJECT: Consider an ordinance vacating a portion of 200 West between Center Street and College Avenue.

DISCUSSION:

According to the September 26, 2001, City Council minutes the Council at that time voted on an ordinance to vacate 200 West between Center Street and College Ave. According to the 2001 Council minutes there were three (3) conditions that had to be met prior to the ordinance becoming effective: (1) SUU had to purchase all of the property on both sides of the street; (2) College Ave needed to be changed to 2 way traffic; and (3) the utilities within 200 West had to be relocated. Also, the ordinance was never reduced to writing, never published, and never recorded. According to Title 10, Chapter 3, Part 8 of the Utah Code ordinances need to be in writing and published prior to becoming effective. A copy of the 2001 minutes are attached.

SUU has reported that they have purchased the property on both sides of the street. They have meet with City Staff and showed a plan to relocate the utilities to 300 West. There is an item on the agenda to change College Ave. to a 2 way street. So the concerns of the Council in 2001 have been addressed or are being addressed.

The planning commission has given a positive recommendation for this item. A copy of the planning commission minutes are attached. Also a copy of a proposed ordinance is attached. Please note the ordinance will not be effective until it is published and recorded with the Iron County Recorder, and staff is directed not to publish or record the ordinance until the City has passed off on the relocation of the public utilities from 200 West to 300 West. The legal description for the ordinance is being written by the engineering department and will be done prior to the action meeting.

**COUNCIL MINUTES
FROM 2000 AND 2001**

subdivision and needed to be dedicated to the city. When that whole area was reviewed it was determined that there needed to be some easements for irrigation, storm drains and other public utilities. This will be on the agenda for final approval next week.

APPOINTMENT OF TWO MEMBERS TO THE PARK AND RECREATION ADVISORY BOARD: Bob Tate reported that Rodney Brown and Paul Bryant needed to be replaced. The Mayor has several names and will make an appointment next week.

REP FOR A TRAFFIC STUDY ON THE 200 WEST AND 600 WEST STREET CLOSURE: Kit reported that SUU and the Shakespearean Festival would like a portion of 200 West and 600 West Streets closed. A portion of 600 West is closed now, since the PE Building is being built, and they want to request that it become a permanent closure. They would also like 200 West closed from Center Street to College Way, and it would enable them to build the Shakespearean Festival Village. Kip said a traffic study will need to be done prior to any action being taken on these requests. SUU and the Shakespearean Festival have indicated they would pay for the study if approved. It is estimated it will cost about \$12,000. This will be on the agenda for final approval next week.

Jim McConnell feels they need to pay for if they want a study done, since it will benefit SUU and the Festival. Jim works for UDOT and is also a member of the Planning Commission and said they voted it down once and feels it is not a good closure. David also voiced concerns about the PE building being built with no parking to accommodate it. The study will only address traffic patterns in that area and will not discuss parking issues. It was also felt that the traffic study should be done when school is not out. This will be on the agenda for next week.

BUDGET: (A) GOLF CLUB HOUSE: John Evans said they were in good shape. How well his department does is closely related to the type of weather we are having. (See Exhibit "B") He has no immediate wants or needs, but feels we need to look at getting another golf course on line for future years. He was concerned about the free give-away that are requested, but this will be handled with the new policy that will go into effect soon.

(B) GOLF MAINTENANCE: Steve Judd said their goal is make the golf course one of the finest in the State of Utah, but there are lots of things to be done. There are certain upgrades that need done every year. He needs a full-time mechanic that can work on their equipment. The Street Department is getting to busy to do what they need done. The major equipment that he needs is a rotary rough mower, a riding greens mower and a utility vehicle.

© LIBRARY: Steve Decker of the Public Library asked that their budget be increased. (See Exhibit "C"). They are really wanting to pursue options to get a new library, and they are wanting to get something that they can use to show the public what they are planning to do, and allow input from them. He also feels they need another employee that will work 32 hours a

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help they provide to them for this event.

APPROVAL OF CONCRETE BID FOR SKATE BOARD PARK: The engineers's estimate for this concrete was \$30,105.00. Three bids were received and the low bidder was from DC Adams Construction for \$29,502.90. John moved to approve the low bid from DC Adams Construction for the concrete for the Skate Board Park, seconded by Georgia Beth. The motion passed unanimously.

CONTRACT FOR MAINTENANCE AND INSTALLATION OF SKATE BOARD PARK: Spohn Ranch, Inc. (SR) from Industry, CA will be the one that will be installing and doing the maintenance and specialty items for the skate board park. They have experience in doing this and it will cost \$59,107.55. All the funds that Exit 59 has raised will pay for the construction and the city will do some landscaping and fencing. David moved to authorize the Mayor to sign the contract with Spohn Ranch, Inc. to install and do the maintenance for the Exit 59 Skate Board Park, seconded by John. The motion passed unanimously.

ADDENDUM TO AEROWEST FBO CONTRACT: This was removed from the agenda, since it was already approved in December of 1999.

PUBLIC UTILITY EASEMENTS FOR WAL-MART STORES, INC. (See Exhibit "D"). Kip moved to approve the sewer easements as outlined in the agreement with Wal-Mart Stores, Inc., and authorize the Mayor to sign it, seconded by Georgia Beth. The motion passed unanimously.

APPROVAL OF WEIST PROPERTY UTILITY EASEMENTS: Kit had an overhead of the property said it was for 4 separate easements in the Fiddlers area. Georgia Beth moved to approve the utility easements with Weist Property as the engineer indicated, seconded by Kip. The motion passed unanimously.

APPOINTMENT OF TWO MEMBERS TO THE PARK AND RECREATION

ADVISORY BOARD: Kip moved to approve the appointment of Paula Jenson and Chris Romney to the Park and Recreation Advisory Board for a term, seconded by Steve. The motion passed unanimously.

RFP FOR A TRAFFIC STUDY ON THE 200 WEST AND 600 WEST STREET

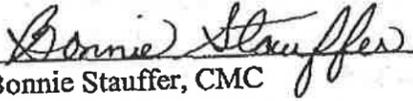
CLOSURE: Kit reported that the street closure requests came from the Shakespearean Festival and SUU officials. Kit said RFP were sent out and the proposal from MK Centennial was the lowest bid for \$11,973. UDOT wants all other issues to be resolved before any action or closure of the streets is done. It will need to have citizen input and there will be a couple public hearings for public involvement. The study will mainly deal with traffic patterns, and will have a 20 year projection. David would like to see College Avenue become a 2-way street.

Kip moved to accept the proposal for the traffic study from MK Centennial, seconded by John. Discussion followed. It was reported that SUU and the Festival have indicated they would pay for the study, but everything needs to be resolved first. They are coming to the Planning Commission next month. The study is to begin on August 15th, and MK's prices are good for 30 days. The Mayor commented that there are chances the intersection at 300 West and 200 South may need to be straightened out and have a stop light installed. David did not feel the city should pay for this study, but yet we want it to our specifications. Kip called for question on the motion, so discussion stopped. The vote was taken on the motion and it passed but David voted against it.

REQUEST TO ALLOW DONATION OF SICK LEAVE: It was reported that at times some of our full-time employees become sick and use all their sick leave, and need additional time off work. It was proposed that other employees be given the option to donate one hour of their sick leave on a case by case basis. (See Exhibit "E"). David moved to allow a full-time employee to voluntarily donate one day of sick leave to an employee who has used all of their leave time for health reasons and keep the donation confidential, with any excess being distributed back to those that donated, seconded by Steve. The motion passed unanimously.

ADOPTION OF FY 2000-2001 TENTATIVE BUDGET: The budget does not need to balance yet, and does not since the capitol expenditures and personnel items are not included in the figures. Steve moved to approve the tentative budget for the 2000-2001 fiscal year, seconded by David. The motion passed unanimously. The general budget amounts to over \$8,106,000.

ADJOURN: The meeting adjourned at 7:13 p.m.


Bonnie Stauffer, CMC
City Recorder

WORK MINUTES
OCTOBER 4, 2000

The City Council held a work meeting on Wednesday October 4, 2000, immediately following the Special Council Meeting at approximate 5:58 p.m., in the Council Chambers at the City Office at 110 North Main Street, Cedar City, UT.

PRESENT: Mayor Harold Shirley; Council members: David Bentley; Kip Hansen; Georgia Beth Thompson; John Westwood; Steve Wood; City Manager Joe Melling; Adm. Services Director Rick Holman; Deputy City Attorney Scott Garrett; City Engineer Kit Wareham; City Recorder Bonnie Stauffer.

OTHERS: Richard Jordan; June Sewing; Michael Reid; Steve Bennion; Jack Whipple; Jyl Schuler; Scott Phillips; Fred Adams; Mark Bunnell; Ed Kociela; Marvin Morris; Cheryl Whitehead; Ben Esplin; Steve Farmer; Bob Allinson.

ABSENT: City Attorney Alice Burns

~~200 WEST 500 WEST STREET CLOSURE TRAFFIC STUDY~~ This item was moved up on the agenda. MK Centennial did the traffic study on these street closures, and Mark Bunnell explained the study in detail. (See Exhibit "A"). He had overhead maps showing the closures and the areas that would be impacted most by them. The traffic counts were taken on August 30, 2000, and the study shows that time period and 2020 showing data without the street closures and data with the closures. He said they used a 2.5% background growth rate, and school was in session and the festival was still running. They also used UDOT data and showed SUU with a 4% growth rate and the city with a 5% growth rate. Mark said they feel these are very conservative rates, and also accounted for the expanded performances for the Shakespearean Festival. Mark said it is their recommendation that 200 West be closed from Center Street to College Avenue and that portion be vacated to allow the festival to completely close it. He said they also recommend that 600 West be changed to one-way northbound traffic from Center Street to Harding Avenue and allow angle parking. Signs would need to be installed to indicate it was a one-way street. Mark also recommended that a traffic signal be installed at 200 South and 300 West, and said the intersection should be realigned prior to the installation of traffic signal. Safety issues play an important fact in this recommendation. He said people need to realize there is a difference between impact versus inconvenience.

Mark also indicated they have put together a summary of the public comments they received. (See "Exhibit "B"). The Mayor received a letter today in the mail, which is attached as "Exhibit "C".

SUU President Steve Bennion said that they have been studying issues concerning future growth at the university, and said they plan to build a large parking lot just west of 300 West by Harding Avenue. All details have not been worked out yet, but he felt it would probably provide 200 or more parking stalls. The new center for the Performing Arts will be built where the auditorium is now located. They think this will answer the needs for SUU, as well as the Shakespearean

Festival. Their master plan also shows the old president's home on the corner of 200 South and 300 West will be torn down, allowing the intersection to be realigned.

Georgia Beth felt that the residents on 200 West will be impacted if that portion of the street is vacated, and maybe they need to look at a permit similar to what Dewey Avenue has. David wants to read the Planning Commission minutes prior to any decision being made.

Scott Phillips said the festival is not requesting that 200 West be vacated yet, since they do not own all the property on that street, and will not make that request until they do. Fred Adams said they are aware of parking problems, but the patrons to the festival already have a parking space at the motel, and they are planning to provide a bus that will pick up and deliver patrons to the festival and return them to the motels. Fred said it not uncommon for patrons to walk either. There will be the city parking terrace within a block and half from them and the SUU parking lot within about a block and half in the other direction. He also said it is not patrons to the festival that are parking on 200 West, but the students at SUU. The traffic study was not done by SUU but by the city, and it is not included in any SUU presentation.

Georgia Beth indicated that she is concerned about the long term impacts, and feels SUU needs to pay more attention to city ordinances and parking issues. The council was not aware of the parking lot that SUU was planning to build, and felt somewhat better about these issues after learning about it. Police Chief Bob Allinson indicated that he has some safety concerns about angle parking on 600 West, and feel this needs to be studied further. David would like to see the city retain ownership of 600 West and do the snow removal. President Bennion said SUU's biggest concern was safety and parking and ownership was less of a concern. If that portion of 200 West is vacated, SUU will not purchase the land.

Cheryl Whitehead had concerns about the traffic study being done on a Wednesday, and felt that Tuesday or Thursday may have been a better day to take the study, because of class schedules. She also wanted to know how many people responded to the sign listing a 800 number to call, as well as other concerns by the residents. Mark Bunnell reported they received about 90 written comments and 15 phone messages. Ben Esplin indicated he was more concerned with the closure of 200 West than making 600 West a one-way street. He felt it would be good public relations for the city to implement something similar to the one on Dewey Avenue, so the residents could protect the parking for their homes.

There are no formal requests for either of these street closures, and they will need to go through the process before any action will be taken on them. Since this was a draft report, a formal report will need to be approved by the Planning Commission and the City Council.

**NORTH CEDAR INTERCHANGE LANDSCAPE IMPROVEMENTS & MAINTEN-
ANCE AGREEMENT:** Kit reported that the north interchange is being reconstructed and will

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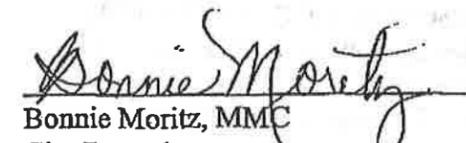
It was recommended that the permit process be abandoned and enforce the ordinance as written, which would not allow posting of signs in the city's right-of-ways. People could still post signs on private property. This will be moved to the regular meeting. Enforcement of this has been a real issue and the Youth City Council will be asked to help out in this area.

ITEMS FOR SEPTEMBER 26TH MEETING: (A) PUBLIC HEARING VACATING A PORTION OF 200 WEST FROM CENTER STREET TO COLLEGE AVENUE:

(A) Scott Phillips of the Utah Shakespearean Festival asked that 200 West from Center Street to College Avenue be vacated which will eventually allow for the expansion of the Utah Shakespearean Festival. SUU owns most of the property on that street, but are still negotiating for the Palmer property. Scott indicated that they anticipate it may take 12-18 months yet before they would be ready to close the street. They have hired an architect and are working on the design phase. The city has water and sewer easements going down that street, and they will need to work with the festival and college on these issues.

David said he would not even consider this unless SUU owned all the property. Others concerns were traffic issues and parking. The public hearing for this will be held next week.

ADJOURN: The meeting adjourned at 6:47 p.m.


Bonnie Moritz, MMC
City Recorder

November 8th.

YOUTH MAYOR & COUNCIL BUSINESS: The voting brochure is finished and they are going to try and get it out before the Primary Election, which is held on October 2nd. They are also planning a Halloween Party for the children at the crisis shelter.

PUBLIC COMMENTS: (1) York Jones reported that he went to the Parks and Recreation Advisory Committee meeting and presented the proposal about rebuilding the 1855 blast furnace. They liked the concept and also building a bridge that would connect the park to the Coal Creek Trail. York would like there to be a line item in the budget until this project was completed, but it will need to be presented in the budget process the same as anything else. (2) Steve Matheson lives at 996 West 500 South and said there is a traffic problem in his neighborhood. He said 940 West and 1100 West are too narrow for all the traffic and there have been a lot of accidents and parked cars hit. Steve suggested that 1100 West Street to be taken through the pasture between 500 and 600 South. The Bladen Family owns part of the property and have not been willing to sell it. A developer would like to purchase the property for the Melling Dover Subdivision, but it is too high to purchase. One family member is willing to sell the property but the others are not. The Planning Commission has been looking at the subdivision plan for this development and it was recommended that it not be approved unless the property could be purchased and the street put through. There was some discussion of condemnation of the property if a fair market value can't be established. There are water and sewer lines already going through that property, but they are not recorded easements. (3) Erick Cox said that he lives at 55 N. College Way and is building a home in the cove area. Traffic is heavy on College Avenue and he has gathered some information concerning it. (See Exhibit "A"). Erick works for UDOT and he recommends that there be some traffic striping placed on the street and feel it will slow traffic, plus there is site distance problems also and his recommendation to help fix the problem is only \$393.00. The striping could tie into the center line striping by UDOT. The engineers will see about doing what he recommended. (4) Jeff Morrison also had a traffic striping request for South Elementary, and feels it should be a priority. Police Chief Robert Allinson reported that he is aware there is a problem in that area, but part of the problem is that the cross walks were placed in a wrong area and that is the reason they have not been repainted. The Police Department is working with the School District on this problem.

CONSENT AGENDA: (A) APPROVAL OF MINUTES; (B) APPROVAL OF BILLS:

Steve moved to approve the consent agenda and approve the minutes of August 29th and September 12th, and authorize the Mayor to approve the payment of the bills, seconded by David. The motion passed unanimously. There are a couple spelling corrections that will be made.

PUBLIC HEARING VACATING A PORTION OF 200 WEST FROM CENTER STREET TO COLLEGE AVENUE: Mayor Shirley opened the public hearing to discuss vacating a

portion of 200 West Street. Scott Phillips represented the Shakespearean Festival and asked for the street vacating. Scott said they have been talking about this Shakespearean Square since 1984, but with what they want to accomplish with the square concept one city block would not be enough space so since 1994 they have been working with the 2 block concept. In August of 2000 a traffic study was done and it showed that by vacating that street it would not greatly impact the traffic flow for the next 20 years or so. Scott indicated at that point they went to the Planning Commission to request the street be vacated. They felt that SUU needed to have ownership of all the property along that section of the street, and all the necessary easements. It was also discussed that College Avenue become a 2-way street, but that was not in the official request from the festival. Scott indicated that they expect it will be 18-24 months yet before everything is in place. He also said they have tried to be sensitive to the neighbors living in that area, and have meet with some of the residents living closest to the affected area.

Scott said that they are also looking into purchasing buses to shuttle people from the area motels to the festival in the hopes it will cut down somewhat on the traffic problems. There is to be a big parking lot constructed at the corner of Center Street and 300 West, in the area of the old school buildings. They need to have a building that can be used from both sides to help with transporting the costumes. The square will include the Adams Theater, a clock tower plus another new theater that will seat 350 people. They are hoping to extend the performances and have activities going on almost year around. Normally a motion is made before discuss is allowed, but Kip moved to allow for discussion before a motion was made, seconded by David. The motion passed unanimously. Discussion followed.

Jacque Marchant lives at 350 South 200 West, and was a spokesperson for a lot of the citizens that live in that area. She thinks the festival has been a good thing for the city but is concerned about the access on the street and the impact it will have on the intersection. She appreciates all the volunteers that help with the festival and there are several that live on this street that volunteer for the festival and have given over 9000 volunteer hours to them. Jacque feels that this needs to be a win win situation and they need to be willing to look at other options and have more discussions before anything is finalized. She suggested that they move the location for the Adams Theater and design with a cobblestone access where vendor carts and flower boxes could be moved to that area, and still allow access to the street when the festival was not going it. Questions were raised why these things were not brought up earlier and Jacque indicated that they were not aware the street vacating was going to be discussed.

Judy Higbee said that she attended a very informative meeting with Festival personnel and feels what they are trying to accomplish will be a very positive thing for our community. Gale Waite said that the Chamber of Commerce supports the street closure, and asked that the council look at things carefully. There will be a number of inconveniences if the street is vacated, but feels these inconveniences will be overrode by the good that the community will receive from it over a long period of time. Gale said the Chamber recommends that it proceed with the street vacating.

Neal Carter said that he has lived on 200 West Street for 40 years and he gets mad when he thinks of the city vacating the street. He doesn't feel that big is better, and he is willing to fight to stop the street closure, and wants the council to hear those that are against this. Katherine Delaney is against the vacating of the street, and said there was only a day's notice of the meeting the festival held with the property owners to inform them of some of their plans. She indicated it was no surprise that only a few people were able to attend the meeting. It was stated that only the people from 200 South were invited to the meeting. Cliff Williams lives on College Avenue and has concerns about the traffic impact if the street is closed. Jackie Jackson grew up on College Avenue as a child and knows the impact traffic has on that narrow street.

Bruce Hughes said that he has lived here since 1993 and he is an accountant and said most of his clients do very well during the Shakespearean Festival and they hope for an extended season. He feels the city is better off economically because of the tourists that come to our community for the Shakespearean Festival. The property value is more than it was 5 years ago when he purchased the old Lunt Home on 100 East, and he knows there will be some trade-offs and inconveniences that may need to take place, but in the long run the citizens will not suffer economically and he supports the street vacating. Scott Phillips said that the festival has raised over 78 million dollars privately for this square so far, and he is sure there is no local money available to do what they have done so far.

Carol Argo indicated she is not against the Shakespearean Festival but against closing the street, because once it is given up it can not be gotten back. She feels they need to also consider the impact a new library will have if it is built in the same location as the old one, the noise and inconvenience of the citizens living in that area, and the parking that will be eliminated. She feels there are a lot of senior citizens in our community that like to attend the plays, but they need places to park so they can walk so it won't be so far away. Diana Graff asked what the city was going to get from them for closing the street and giving them the property. When Salt Lake City closed the street for the LDS Church they received 8.2 million dollars for that property. She wants to know what Cedar City is going to get, and how much is the festival willing to pay for that property.

Doug Knell said that he lived on 100 West for a number of years and he respects their concerns, but said that he has invested about 7 million into our community and progress can't be stopped. If that square will generate more revenue for the businesses in our community and help them survive and keep their business open then it is needed, and everyone needs to realize there may be some inconvenience that may need to be handled, but the betterment of our community is what is most important in the long run. If Shakespear can help the merchants survive in their business, and it brings the people here to provide the income to pay for the new buildings or improvements of older ones, then it is needed. Doug feels this is an important cross road for Cedar City, and encourages approval of the street closure.

Cindy Wright said she is a new comer to 200 West, and she has concerns about the comments of increasing their property value, since who would want that traffic on their street, plus the parking problems they need to deal with daily. Jacque Marchant said that she served on the Shakespearean Board in 1992, and has been against the plan since then, and felt that the citizens needed to be informed all along of what the festival had planned. She feels the traffic study that was done does not deal with the impact of access into the street since the intersection is not the problem. Irrigation water issues are things that need to be addressed also. She presented the recorder with a petition that was signed by the residents against the closing of 200 West Street. (See Exhibit "B").

Gaylene Drummond said that she has noticed that the Shakespearean Festival brings more economic jobs to our community and that is what life is about and we need to roll with the changes. Jackie Jackson said that she lives in one of the historical home on that street and feels it is wrong for her to be giving way to progress for those just passing through our community. They need to deal with traffic and parking issues on a daily basis and she is not willing to sell her home for the sake of progress. She feels there needs to be a compromise, and she wondered why the citizens were not informed of what the festival was planning if it has been on the master plan for that long. Pam Redington said that she personally delivered notices to very home about the meeting, but some resident said they never received the notice. Scott Phillips said they were not trying to do anything secretly, but trying to do a 8 acres project which is viable.

Randy Phillips felt it was ludicrous to even think the festival should purchase the street that is proposed to be vacated, since it needs to be a full project or it won't work for them. Dell Drummond said this really bothers him since he pays taxes also and the outcry of a very few people that will be inconvenienced. He has been attending the council meetings for some time and said hardly anyone attends the meetings unless a decision will impact them personally. The festival is what made this town and with the prestige the Tony Award has brought to our community, it brings people here which helps the businesses survive. He feels the council can't make a decision on what a few people are saying about being inconvenienced. He feels the growth of the city should not be stopped because of the inconvenience of a few.

Steve feels that regardless of the vote, it is not just the inconvenience of a few, but those that are being impacted definitely have to a right make their concerns known since their home is their castle. Kip moved to sent it back to officials of the Shakespearean Festival and the neighbors to work out a solution before it is addressed by the council, and continue the public hearing until November 14th, seconded by David. The motion did not passed, it was 2 for and 3 against the motion.

John moved to approve the ordinance vacating that section of 200 West Street from Center Street to College Avenue since SUU owns all of the property on the street already except the Palmer property and they are negotiating for it right now, and moving to make the festival activities on a

year around basis, with the stipulation that the street can not be closed permanently until SUU owns all the property, all utility easements are maintained and College Avenue is made a 2-way street with some restricted parking, seconded by Georgia. The roll call vote was as follows:

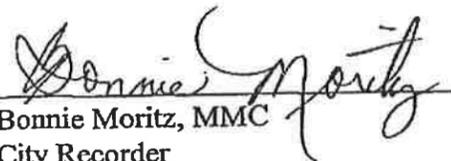
David Bentley	-	Aye
Kip Hansen	-	Nay
Georgia Thompson	-	Aye
John Westwood	-	Aye
Steve Wood	-	Aye

ENGINEERING CONTRACT WITH INSITE ENGINEERING FOR THE 2400 NORTH TO SR 130 CONNECTION: Jonathan had overhead pictures showing the map of the area and how the road are to tie into 2400 North. The cost of the project will be \$68,000, which UDOT will pay. The engineering work for Insite Engineering will cost \$3,500 for the interconnecting roads. John moved to approve the engineering contract with Insite Engineering for the 2400 North to SR 130 connections for \$3,500, seconded by Steve. The motion passed unanimously.

WATER RATE STUDY: Jonathan Stathis passed out some information about the proposed changes for the water rates, but said they are still working on the exact wording for the text. (See Exhibit "C"). John moved to continue this item until the next work meeting in two weeks, seconded by Georgia. The motion passed unanimously.

POSTING SIGN IN CITY RIGHT-OF-WAY: John moved to eliminate the posting of signs in city right-of-ways, and do away with the bonding and enforce what the ordinance says, seconded by Kip. The motion passed unanimously. The youth council will consider helping to police this immediately. For posting of banners, a formal application would need to be made.

ADJOURN: The meeting adjourned at 7:56 p.m.


Bonnie Moritz, MMC
City Recorder

PLANNING COMMISSION
MINUTES FROM 2013

CEDAR CITY PLANNING COMMISSION
MINUTES

May 7, 2013

The Cedar City Planning Commission will hold a Meeting on Tuesday, May 7, 2013, at 5:15 p.m., in the Cedar City Council Chambers, 10 North Main, Cedar City, Utah.

Members in Attendance: Kristie McMullin-Chair, Ron Adams, Rich Gillette, Kent Peterson, Vance Smith, Jill Peterson

Members Absent: Mike Mitchell-excused

Staff in Attendance: Paul Bittmenn, Kit Wareham, Michal Adams

Others in attendance: Tim Watson, Dave Tanner, Kevin Blaylock, Tyson Kyhl, Murlan Carter, Layne Slack, Scott Phillips, Fred Adams and Evan Ludwig

The meeting was called to order at 5:20 P.M.

<u>ITEM/ REQUESTED MOTION</u>	<u>LOCATION/PROJECT</u>	<u>APPLICANT/ PRESENTER</u>
-----------------------------------	-------------------------	---------------------------------

I. Regular Items

- 1- **Approval of Minutes (April 16, 2013)**
(Approval)

Rich G. moved to approve the minutes of April 16, 2013; seconded by Kent P. and the vote was unanimous.

- | | | |
|--|--|------------------------|
| 2- Road Vacating
(Recommendation) | 200 West between Center St
and College Ave. | Dave Tanner/SUU |
|--|--|------------------------|

Dave Tanner vice president of SUU Facilities presented. He said this was done some 10 years ago, and now they need to go thru the formalities of completing this road vacating. He pointed out the area on maps, said that this would be a Center for the Arts in conjunction with the Shakespeare center. Blaylock and Partners will do the building design. He had examples of what these buildings would look like. Kevin Blaylock was also present. They are experts in both museum and theater projects. The City will be very pleased with the design. They are moving thru the design process now. He pointed out the block area that the center for the arts will be on. He also pointed out the portion of 200 West they are asking to vacate. Dave had a concept map showing what this area could be like once the theater and outdoor theater were all built. As they move forward, the portion of 200 West they are talking about is where they project the theater would be. This was presented about 10 years ago, and they will need to vacate that one block area of 200 West as part of this project. He also stated that some of the utilities in this roadway would be re-routed. They are working with the overhead power lines also. Some of these utilities would be re-routed over to 300 West where the new storm drain is

being installed now. The time is now of the essence to move this project forward.

Vance asked Kit if what they were doing with regard to the utilities was OK. Kit said they had presented this as a Project Review meeting where all utilities were represented and they agree that re-routing them over to 300 West would be best. They will then provide an additional water loop line so they have the needed pressure for water in this area.

Dave pointed out that once the utilities have been re-routed, College Way from 100 West over to 300 West would be striped and become two-way traffic rather than the one-way it is now. Ron A. asked how the traffic study showed this area being affected with additional traffic flow. Kit said part of the process 10 years ago was a traffic study of the area and this closure would not have any adverse effects on traffic there.

Kristie pointed out what a wonderful project this will be and has been a long time in the works.

Rich moved to give a positive recommendation to the Council to vacate this portion of 200 West Street from Center Street to College Ave. Seconded by Vance and the vote was unanimous.

**3- General Land Use amendment 820 S 25 E Area White Horse/Watson
(Recommendation) Medium to High Density Residential Engineering**

Tim Watson presented; he said he has two items that both will be requesting an amendment to the General Plan then a zone change. The first one for White Horse Holdings is at 820 South between 25 and 75 East. This property was purchased a couple of months ago, it is currently zoned R-2 and master planned to be medium density housing. They are requesting to change this zone to R-3-multi-family and this would also necessitate the General Land Use be changed here to high density housing. It would be consistent with the property to the south and west that is all zoned R-3 now. Tim pointed out the area in question on the map. He also pointed out the high-density housing areas around this property. The master plan is for Medium-Density R-2 housing. They went thru the Sketch meeting last week. There are two existing twin homes in this area now. He was asked to contact these four existing homes and see what their thoughts were on this proposed change. He knocked on all 4 doors and only found 1 home. He can continue to try and contact these residents if he needs to. Notices were sent out for the zone change, but he did not attach a map to that. He had about 12 phone calls asking about this zone change. He did e-mail the map to any that requested it.

Evan Ludwig pointed out that he got almost 30 calls from neighbors around him as he lives in this area.

Tim said it was an oversight on his part – not putting the map in the notice. He also pointed out that they are following all requirements based on the zone change request per the State of Utah as well as the City. This request is to consider the zone change and a General Land use amendment.

Murlan Carter who lives across the street from this project knows the developers are from Salt Lake City and the original Master Plan and those that developed these lots originally have left

HARDING AVENUE

200 West Area to be Vacated

COLLEGE AVE.



PROPOSED ORDINANCE

CEDAR CITY ORDINANCE NO. _____

AN ORDINANCE OF THE CEDAR CITY COUNCIL VACATING THE PUBLIC RIGHT OF WAY ALONG 200 WEST BETWEEN COLLEGE AVENUE AND CENTER STREET; VESTING THE VACATED PROPERTY RIGHTS IN THE NEIGHBORING PROPERTY OWNERS; GRANTING SOUTHERN UTAH UNIVERSITY A REVOCABLE LICENSE TO PHYSICALLY CLOSE THE STREET AND BEGIN CONSTRUCTION; AND ESTABLISH EFFECTIVE DATES.

WHEREAS, Approximately twelve (12) years ago the Cedar City Council expressed its approval for the concept of vacating 200 West between College Avenue and Center Street in order to facilitate the future development of facilities benefiting Southern Utah University and the Utah Shakespeare Festival. This approval was conditioned upon completion of the following three (3) items: (1) the property on either side of the road proposed to be vacated be acquired by Southern Utah University; (2) College Avenue between 100 West and 300 West is converted from a one way street to a two way street; and (3) the utility easements within the area proposed to be vacated will be preserved. Exhibit #1 which is attached hereto and incorporated herein by this reference is a legal description of the property to be vacated; and

WHEREAS, during the twelve (12) year period Southern Utah University has considered various concepts and designs for the proposed development of facilities in the area of 200 West; and

WHEREAS, Southern Utah University has completed the acquisition of the property on either side of 200 West between College Avenue and Center Street; and

WHEREAS, Southern Utah University has agreed that part of the development project will be relocating all of the utilities that are currently in 200 West public rights of way to be vacated by this ordinance. Also, the relocation of the utilities will be done in consultation with the various utility providers; and

WHEREAS, the Cedar City Council agendas for June 19, 2013, and June 26, 2013, include a resolution for the City Council to designate College Avenue a two (2) way street between 100 West and 300 West; and

WHEREAS, on or about May 7, 2013, the Cedar City Planning Commission considered the request to vacate 200 West between College Way and Center Street, and after due consideration gave the request a positive recommendation; and

WHEREAS, a public hearing related to vacating 200 West between College Way and Center Street was duly advertised for June 19, 2013; and

WHEREAS, the City Council held the public hearing on June 19, 2013, and received all public comments; and

WHEREAS, the Cedar City Council determines that vacating the public rights of way along 200 West between College Avenue and Center Street in such a manner so as to protect the relocation of utilities currently located within existing easements is in the best interest of the health, safety, and welfare of the Citizens of Cedar City.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that all public rights of way along 200 West between College Avenue and Center Street are vacated. The City's interest in the west side of 200 West shall revert to the property owners bordering the west side of 200 West. The City's interest in the east side of 200 West shall revert to the property owners bordering the east side of 200 West.

NOW THEREFORE BE IT FURTHER ORDAINED by the City Council of Cedar City, State of Utah, this ordinance shall not be published or recorded until the City has verified that all public utility services previously within the 200 West rights of way have been successfully relocated.

This ordinance, Cedar City Ordinance No. _____, shall become effective upon passage by the City Council, signature of the Mayor, Publication according to State Law, and recording of this ordinance with the Iron County Recorder.

Remainder of page intentionally left blank.

Dated this _____ day of _____, 2013.

JOE BURGESS
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

STATE OF UTAH)

:SS.

COUNTY OF IRON)

This is to certify that on the ___ day of _____, 2013, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Joe Burgess, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Joe Burgess and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC

Exhibit #1

Cedar City Ordinance No. _____
Legal description of rights of way to be vacated.

CEDAR CITY COUNCIL
ACTION AGENDA ITEMS IV - 2
DECISION PAPER

TO: Mayor and City Council

FROM: Paul Bittmenn

DATE: June 17, 2013

SUBJECT: Consider a Resolution allowing 2 way traffic on College Avenue
between 100 West and 300 West.

DISCUSSION:

This resolution would open College Avenue between 100 West and 300 West to 2 way traffic.
This is part of closing 200 West for SUU.

A RESOLUTION OF THE CEDAR CITY COUNCIL CHANGING COLLEGE AVENUE BETWEEN 100 WEST AND 300 WEST FROM ONE WAY TRAFFIC TO TWO WAY TRAFFIC.

WHEREAS, College Avenue between 100 West and 300 West is currently a one way street; and

WHEREAS, on the West side of Main Street, College Avenue only runs between 100 West and 300 West; and

WHEREAS, with the proposed expansion of the Shakespeare Festival and associated facilities the City Council has determined that it is in the best interest of the City to close a section of 200 West; and

WHEREAS, with the closure of 200 West it is necessary to open College Avenue on the West side of Main Street to two (2) way traffic in order to provide for better traffic flow; and

WHEREAS, College Avenue between 100 West and 300 West currently meets all of the City Engineering requirements for a two (2) way street; and

WHEREAS, the City Council finds that it is in the best interest of the health, safety, and general welfare of the City to allow two (2) way traffic on College Avenue between 100 West and 300 West.

NOW THEREFORE BE IT RESOLVED, by the City Council of Cedar City, State of Utah that College Avenue is hereby opened to two (2) way traffic between 100 West and 300 West.

NOW THEREFORE BE IT FUTRHER RESOLVED, by the City Council of Cedar City, State of Utah that City staff is directed to remove any and all signs that would restrict entrance and/or restrict traffic movement to a one way street along College Avenue between 100 West and 300 West.

This resolution shall become effective immediately upon passage.

This resolution was passed by the following vote:

Ayes: _____ Nays: _____ Abstained: _____

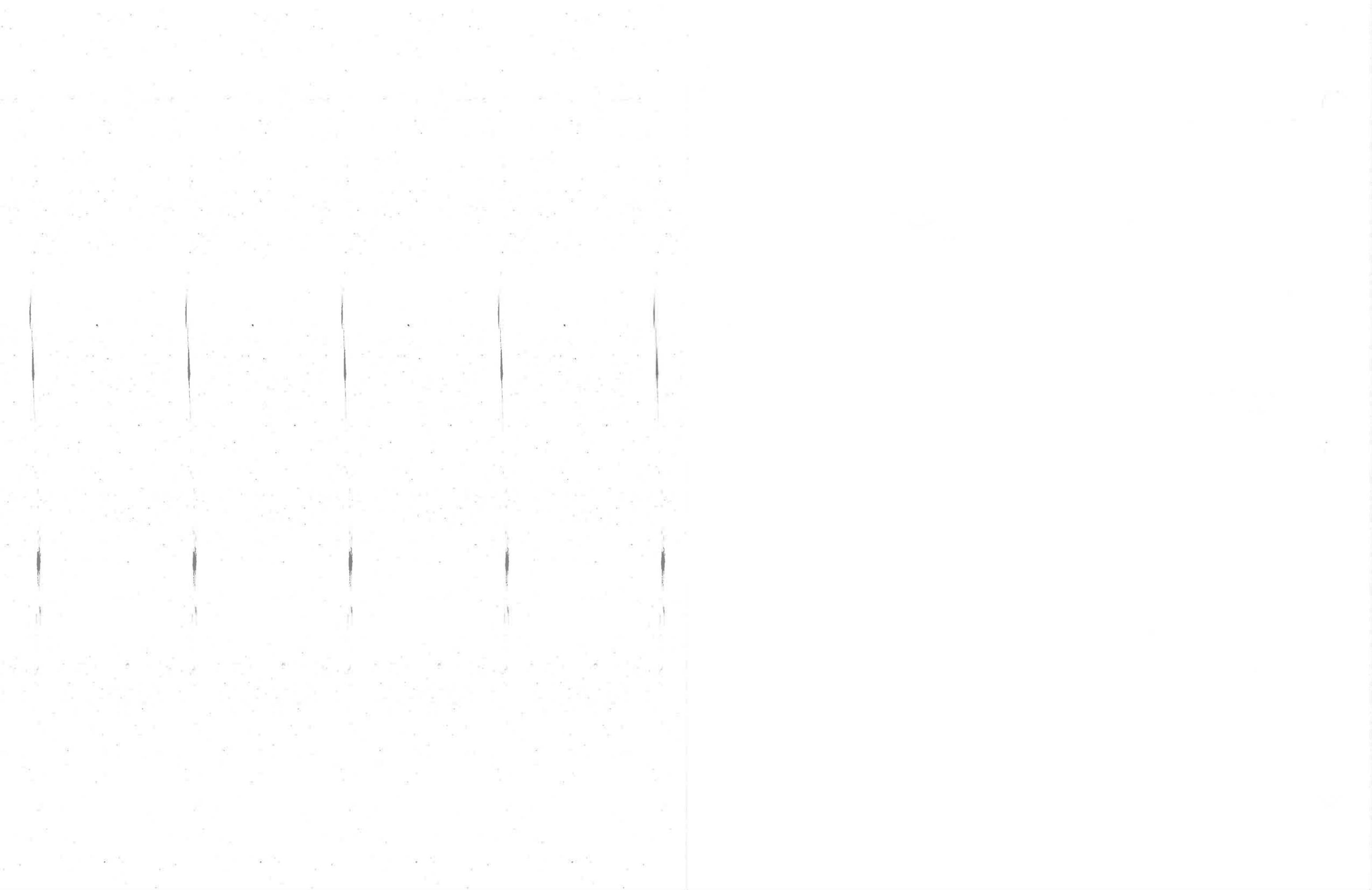
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Dated this ____ day of _____, 2013.

JOE BURGESS
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER



**CEDAR CITY CORPORATION
PROPOSED MID-YEAR BUDGET REVISIONS
FY 2012-13**

	General	Aquatic Center	CATS	Airport	Public Safety Impact Fees	Transport Impact Fees	Park Impact Fees	RAP Tax	Coal Creek Project	Airport Projects	Capital Project	Ball Complex	Water	Sewer Collection	Sewer Plant	Storm Drain	SID Guarantee	SID 98-1	SID 97-1	RDA
Originally adopted budget	16,322,017	905,771	244,308	301,667	91,162	175,000	67,600	414,732	-	-	958,766	-	3,131,882	1,247,860	3,288,102	314,900	600	-	-	588,600
Fund balance-unappropriated	(62,622)						(67,600)								(275,925)	(18,231)				(274,265)
Originally adopted expenditure budget	16,259,395	905,771	244,308	301,667	91,162	175,000	-	414,732	-	-	958,766	-	3,131,882	1,247,860	3,012,177	296,669	600	-	-	314,335
1 Carry over Airport Const: SRE & wildlife										482,300										
2 Carry over Airport: BLM project				167,005																
3 Carry over Ball Complex: fields at the hills																				
4 Carry over Ball Complex: landscaping																				
5 Carry over Capital: aquatic center											20,809									
6 Carry over Capital: CATS			49,483								12,370									
7 Carry over Capital: heritage center											29,104									
8 Carry over Capital: parks & cemetery	16,053										136,973									
9 Carry over Capital: police											90,000									
10 Carry over Coal Creek: flood control									360,658		9,390		2,220	1,845	1,200	270				
11 Carry over emergency power source			75																	
12 Carry over General: south interchange	300,000																			
13 Carry over Park Impact Fees: trails							115,708													
14 Carry over Public Safety Impact Fees: land					60,000															
15 Carry over RAP tax: aquatic center								26,236												
16 Carry over RAP tax: golf cart storage								26,993												
17 Carry over RAP tax: parks & cemetery								115,326												121,989
18 Carry over RDA: incentive grant programs																				2,000,000
19 Carry over RDA: shakespeare festival donation																				361,950
20 Carry over RDA: street & christmas light projects														264,142						
21 Carry over Sewer Collections: projects															4,136,367					
22 Carry over Sewer Plant: nitrate removal system																304,626				
23 Carry over Storm Drain: projects																				
24 Carry over Transportation Impact Fees: projects						310,789							947,013							
25 Carry over Water: projects													175,000							
26 Carry over Water: re-allocation for used water tank																				
27 Normal control- grant	138																			
28 Fire- wildland grant	14,990																			
29 Parks & Leisure Services- FY13 RAP tax grants	217,188																			
30 Police- county reimbursement	6,442																			
31 Police- drug seizure	8,455																			
32 Police- JAG grant	29,785																			
33 Task Force- equipment grant	12,210														2,815,000					
34 Sewer Plant nitrate removal- mechanical dewatering																14,144				
35 Storm Drain legal claims from summer flooding																457,364				
36 Storm Drain partial retirement of inter-fund loan													55,755							
37 Water 800 west water line- travelers reimbursement																				
38 Police- ADTEC grant	9,990																			
39 Police- reimbursement	2,657																			
40 Fire- reimbursement	13,000																			
41 Economic Incentives											15,499									
42 Economic Development private grant	2,586																			
43 Half marathon fees	23,743																			
44 Transfer- reduced BAB sequester subsidy	8,200																			
45 Transfer- golf course enterprise fund deficit	255,000																			
46 Transfer- golf course pro salary	9,000																			
47 Transfer- aquatic center operating deficit	100,000																			
48 Transfer- contribution to capital improvement	950,000																			
49 Concessions revenue		25,000									122,000						137,380	8,200	7,180	
50 Transfer- SID debt service																4,000,000				
51 Storm Drain bond issuance and projects													40,000							
52 Water meters											35,000									
53 Transfer- share of airport project																				
Proposed revised budget	18,238,832	930,771	293,866	468,672	151,162	485,789	115,708	583,287	360,658	482,300	1,429,911	23,167	4,351,870	1,513,847	9,964,744	5,073,073	137,980	8,200	7,180	2,798,274
Increase (Decrease) in Fund Budget	1,979,437	25,000	49,558	167,005	60,000	310,789	115,708	168,555	360,658	482,300	471,145	23,167	1,219,988	265,987	6,952,567	4,776,404	137,380	8,200	7,180	2,483,939

CEDAR CITY COUNCIL
ACTION AGENDA ITEMS IV - 4
DECISION PAPER

TO: Mayor and City Council

FROM: Paul Bittmenn

DATE: June 17, 2013

SUBJECT: Consider designating the Cedar City Arts Council as an official arts agency for Cedar City.

DISCUSSION:

The Cedar City Arts Council is applying to the Utah Division of Arts and Museums for grant funding. In order to qualify they need to show they are an arts agency. Attached is a letter from the Arts Council explaining their request and a copy of the documentation they want us to sign.



June 11, 2013

To Our Cedar City Council Members:

The Cedar City Arts Council (CCAC) has provided services over the past eleven years to the citizens of Cedar City with partial funding from the Utah Division of Arts & Museums (UDAM). This year, UDAM is asking for local arts agencies to be officially recognized in their community in order to continue receiving grant funding. The "Local Arts Agency Designation Agreement" has a signature line for the Mayor or his/her designee to indicate approval.

The Cedar City Arts Council is requesting that the members of City Council officially recognize the CCAC for filling a unique capacity in our community. The grant that is given by UDAM to CCAC is for providing programs and services to all of our constituents as their local arts agency. Individual grants to organizations like the Orchestra of Southern Utah, the Utah Shakespeare Festival and others are based on the quality of their artistic programming, are evaluated separately by UDAM, and will not be affected by this designation for the Cedar City Arts Council.

Attached is the current Designation Agreement Form. The agreement requires the agency (in this case, the Cedar City Arts Council) to offer the community at least three out of ten services listed on the form. The CCAC board believes we meet five of these requirements:

General promotion and access for the public to participate in diverse art forms

The CCAC provides promotion of events through our monthly Newsletter, a weekly column that will begin in July in *Iron County Today*, and through email broadcasts and website listings.

Programs that address or respond to the cultural diversity and traditional arts of the community

The CCAC supports programs in all of the arts: folk, literary, performing, and visual to meet the diverse needs, traditions, and interests in our community.

Grants to cultural organizations in the community and efforts to fundraise for the arts groups in the defined area the organization serves

The CCAC's Artist Grant Program has provided \$12,370 in grants to 46 individual artists and organizations in the last five years, by application and jury twice a year.

Producing or presenting programs not otherwise offered within the region such as festivals, public art projects, community theatre, concerts, workshops, etc.

The CCAC's annual Art Festivals provide venues for visual artists in conjunction with GrooveFest and through an independent fine arts festival; we present Art Socials throughout the year to introduce artists to the community; and our Literary Group attracts a consistent audience.

Programs that promote arts advocacy efforts in the community

The CCAC has often run or funded children's art programs such as the children's arts areas at our Art Festivals and summer art workshops. We feel that our primary functions as an Arts Council are advocacy, education, empowerment, and collaborations to support our constituents.

As the only local arts agency in the city dedicated to serving the citizens and artists with a variety of programs and services, we respectfully request this official designation as a vote of confidence in the tireless work by, and commitment from, the dedicated members and volunteer board of the Cedar City Arts Council.

On Behalf of the Cedar City Arts Council Board,

A handwritten signature in cursive script that reads "Deborah K. Snider".

Deborah K. Snider, President

deborahsnider@suu.edu; 435.586.5425



Local Arts Agency Designation Agreement

Overview

The Utah Division of Arts & Museums recognizes official local arts agencies for general support funding to ensure the cultural, civic, educational and economic benefits of the arts are accessible to every community in the state. The title "agency" may refer to a council, board, committee, or other organization.

Qualifications

To be recognized as an official local arts agency, the organization must be designated by the city/county government for the defined community they serve. Also, the organization, whether 501(c)(3) or under the umbrella of the governing body for the community, must offer their community **at least three** of the following services: (please check all that apply)

- General promotion and access for the public to participate in diverse art forms
- Programs that address or respond to the cultural diversity and traditional arts of the community
- Grants to cultural organizations in the community and efforts to fund raise for the arts groups in the defined area the organization serves
- Cultural and community assessment and planning that involves the community
- Oversees a community's art collections, serves as a curator for community arts museum
- Producing or presenting programs not otherwise offered within the region such as festivals, public art projects, community theatre, concerts, workshops, etc.
- Economic development efforts that support the creative economy through arts industries
- Providing or managing facilities or venues for the creation and presentation of the arts
- Programs that promote arts advocacy efforts in the community
- Offers services to encourage and support innovation in technology and services to local artists and arts organizations

Agreement

Local Arts Agency Name: The Cedar City Arts Council
 Street Address: 10 North Main Street
 City: Cedar City State: Utah Zip: 84720
 Email: president@cedarcityartscouncil.org Website: cedarcityartscouncil.org

I verify our organization meets the Utah Division of Arts & Museums qualifications to be considered as the official local arts agency for our community

Deborah K. Snider, President (Deborah Snider)
 Representative Name Signature

I verify the organization listed above is an official designated arts agency for the city/county of

City/County Representative Name Title

City/County Representative Signature Date



CEDAR CITY COUNCIL
ACTION AGENDA ITEMS IV - 5
DECISION PAPER

TO: Mayor and City Council

FROM: Paul Bittmenn

DATE: June 17, 2013

SUBJECT: Consider entering an agreement with the Paiute Indian Tribe of Utah (PITU) for construction of a tribal monument.

DISCUSSION:

The PITU would like to build a cultural monument on City property. The site that has been selected is at the entrance to the Library in the Park. Attached is an agreement between the City and the PITU giving some structure to the rights and duties each party will have.

The City will be responsible to: provide the land; take over ownership of the monument once it is complete; cooperate with the PITU in relation to the selection of plant life adjacent to the monument; cooperate with the PITU if there is a need to re-locate the monument; and indemnify the PITU for injury or damage once the monument is complete and ownership has transferred to the City.

The PITU agrees to: design the monument (see the attached exhibits); build the monument; pay the costs associated with relocating existing City infrastructure such as concrete, landscape, irrigation lines, etc...; be responsible for liabilities associated with construction of the monument; indemnify the City for liabilities caused by negligence during the construction of the monument; cooperate with the City when it comes to re-configuring landscape and irrigation; and commence construction before April, 2015, with completion 90 days thereafter.

Please consider approving the attached agreement.

AGREEMENT

This agreement is entered into this ____ day of _____, 2013, between Cedar City Corporation, a Utah municipal corporation and political subdivision, hereinafter referred to as CITY; and the Paiute Indian Tribe of Utah, a federally recognized Indian Tribe, hereinafter referred to as PITU.

WHEREAS, in 1980 several tribal bands were federally recognized as PITU; and

WHEREAS, the tribal headquarters for PITU is located in Cedar City, Utah, and the tribe has a long history in the Southwestern United States; and

WHEREAS, PITU leaders are interested in preserving their history in a manner that will promote and educate others; and

WHEREAS, CITY owns and operates the Cedar City Library in the Park which attracts in excess of two hundred and fifty thousand (250,000) visitors per year; and

WHEREAS, the main entrance to the Cedar City Library in the Park fronts 100 East and CITY and PITU propose to locate a monument in front of the main entrance. Architectural renderings of the proposed monument is are attached hereto and incorporated herein by this reference as exhibit #1; and

WHEREAS, CITY and PITU enter this agreement for the purpose of defining their respective obligations and duties for the construction, ownership, and maintenance of the monument; and

NOW THEREFORE it is hereby agreed between CITY and PITU that there is adequate consideration to support the formation of this agreement. CITY and PITU hereby agree as follows:

CITY's obligations.

1. Land.

City owns the land upon which the monument is to be constructed. City will provide all necessary permission for PITU to construct the monument on CITY property in a manner that substantially complies with the rendering contained in exhibit #1. Should the concept for the monument significantly change, CITY reserves the right to designate an alternative location.

2. Ownership.

Once the construction of the monument is complete the monument will become CITY

property. This ownership of the monument shall transfer to the CITY when it sends written notice to PITU acknowledging the completion of construction. Once ownership has transferred to CITY all attendant maintenance obligations and liabilities associated with the monument will transfer to CITY. CITY reserves the right to reject ownership of the monument if the design of the final monument is substantially different than the monument as proposed in exhibit #1.

3. Cooperation.

CITY recognizes the monument is important to PITU and agrees to reasonably cooperate with PITU during construction of the monument. Also, the selection of the plant life that will be installed adjacent to the monument is culturally significant to PITU. As such, CITY agrees to reasonably cooperate with PITU in the initial selection of the plant life and if said plant life is later removed or replaced CITY agrees to consult PITU for culturally suitable replacement plants.

Should circumstances associated with the Library or related property require the monument's relocation, CITY will discuss in advance with PITU the circumstances which require the monument's relocation, and will seek to negotiate an arrangement suitable to both PITU and CITY which provides for the monument's relocation, or some alternative measure which serves the same purposes for which the monument was created. CITY, by this agreement, is not committed to fund a relocation. Both PITU and CITY will negotiate in good faith should circumstances associated with the Library property require relocation of the monument.

4. Indemnification.

CITY agrees that once the monument is complete and ownership has transferred to CITY then CITY will indemnify and hold harmless PITU, its elected and appointed officials, agents, and assigns from any and all liability associated with the monument that is not the result of the negligence of PITU, its representatives or assigns.

PITU's obligations.

1. Design.

Exhibit #1 to this agreement is an architectural rendering of the monument. PITU shall also be responsible to pay for the final design and engineering associated with the monument. PITU agrees that it shall consult CITY related to the final design so that CITY can mitigate the impact of the monument on CITY's existing landscape and infrastructure.

2. Construction.

PITU shall be responsible for all of the costs associated with the construction of the monument as determined in by the final design. PITU shall also be responsible for all costs associated with modification to existing landscape, irrigation, curb, gutter, sidewalk and

infrastructure necessary to construct the monument. The monument construction shall comply with all applicable CITY engineering standards and building codes. PITU shall give CITY notice of the proposed start date for construction and work with CITY in an effort to minimize construction impact on library operations.

3. Liability.

During construction and until CITY accepts the monument, PITU shall be responsible for all liabilities associated with the monument.

4. Indemnification.

Until such time as the monument is accepted by CITY, PITU agrees to indemnify and hold harmless CITY, its elected and appointed officials, its employees, agents, and assigns from any and all liability associate with the construction of the monument.

5. Cooperation.

PITU recognizes the monument is to be located on CITY property and that CITY will be responsible for maintenance and liability associated with the monument. As such CITY has an interest in providing input related to the relocation of existing City irrigation, landscape, and infrastructure.

6. Timing.

~~PITU agrees to begin construction of the monument within _____ days of entering this agreement. PITU agrees to begin construction of the monument before April 1, 2015, and to complete the construction within ninety (90) days of beginning work on the monument.~~

Miscellaneous.

1. Choice of Law, Jurisdiction, and Venue.

This agreement shall be interpreted in accordance with the laws of the State of Utah. Jurisdiction over disputes related to this agreement is vested in the Utah District Courts. Venue is vested in the 5th Judicial District Court in and for Cedar City, State of Utah.

2. Amendments.

This agreement constitutes the entire agreement between PITU and CITY. It may only be amended by a signed writing that is duly adopted by both parties.

3. Authority.

The parties signing this agreement represent that they have gone through all necessary and proper procedures so that the agreement will be binding on their respective institutions.

4. Negotiation and intent.

This agreement was duly negotiated by both parties expresses their joint intent. Each party has been represented by legal counsel and the agreement shall not be interpreted against either party based on authorship of the agreement.

CITY's signature page.

Dated this _____ day of _____, 2013.

JOE BURGESS
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

STATE OF UTAH)
 :ss.
COUNTY OF IRON)

This is to certify that on the ____ day of _____, 2013, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Joe Burgess, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Joe Burgess and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC

PITU's signature page.

Dated this ____ day of _____, 2013.

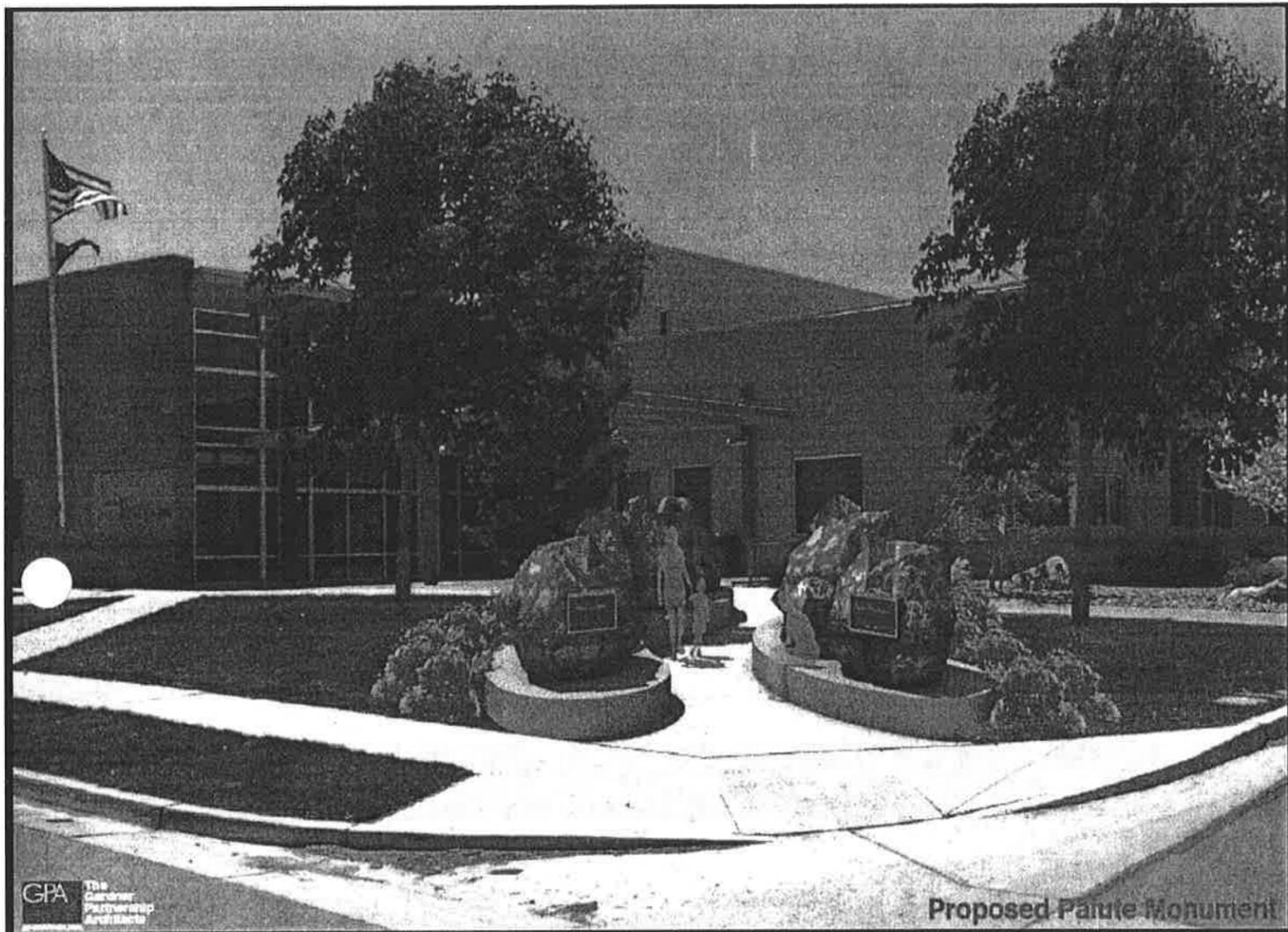
GARI LAFFERTY
TRIBAL CHAIRPERSON

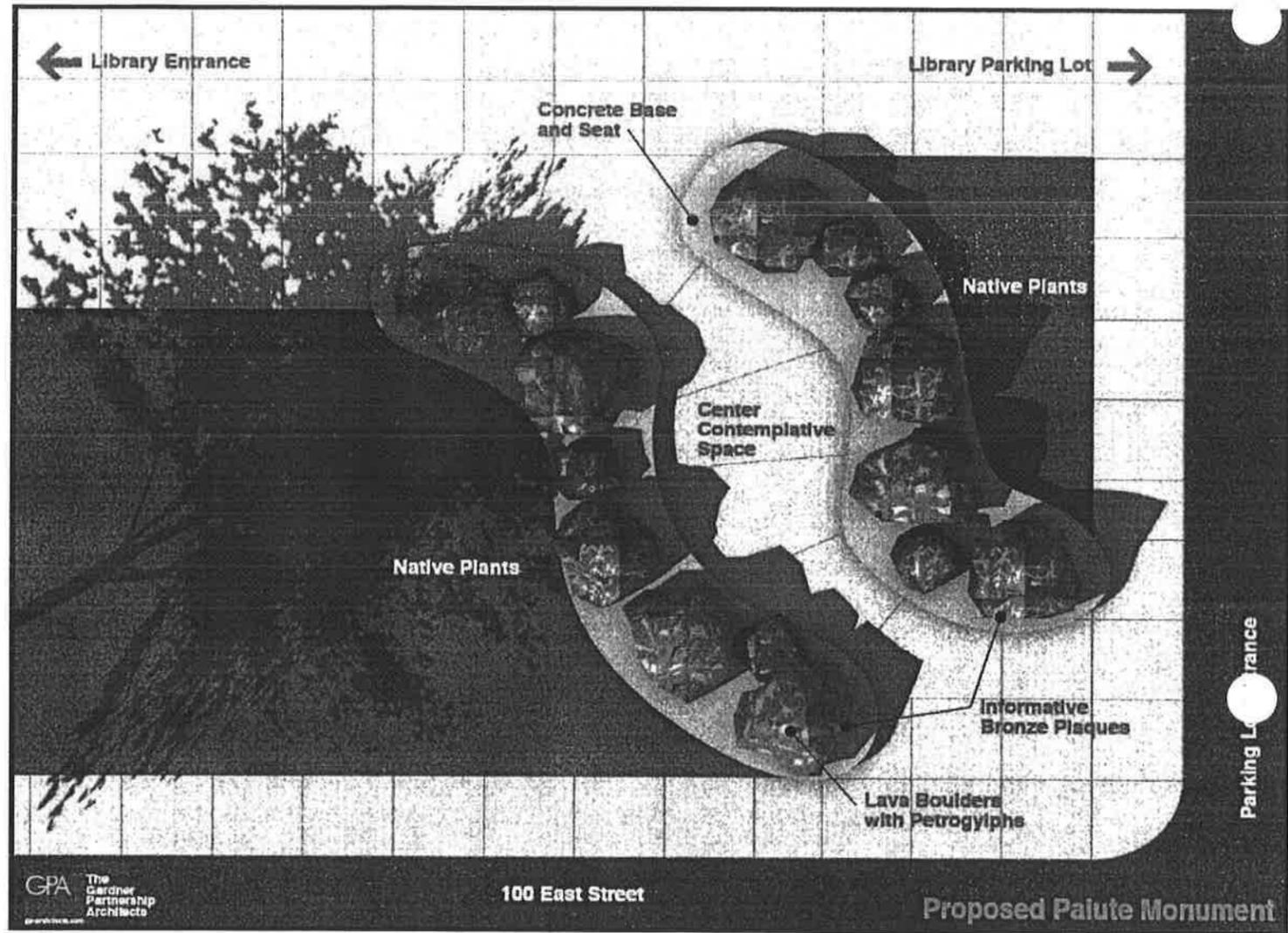
STATE OF UTAH)
 :ss.
COUNTY OF IRON)

On this _____ day of _____, 2013, personally appeared before me GARI LAFFERTY who duly acknowledged to me that she signed the above and foregoing document.

NOTARY PUBLIC

Exhibit
#1





CEDAR CITY COUNCIL
ACTION AGENDA ITEMS IV - 6
DECISION PAPER

TO: Mayor and City Council

FROM: Paul Bittmenn

DATE: June 17, 2013

SUBJECT: Consider an agreement With Randall C. Allen for the provision of public defender services.

DISCUSSION:

The City is the prosecuting entity for class B misdemeanor offences cited by City officer officers to the County Justice Court. As the prosecuting governmental entity the City is responsible to provide public defender services to indigent defendants. Mr. Allen has provided this service over the past nine (9) years. Over that time he has provided a valuable service to his clients and he has maintained his rates for the entire period.

The contract we have with him is set to expire. So, staff sent out an RFP for public defender services. We received two (2) responses. The low responsible bidder was Mr. Allen. Based on the RFP, the existing contract, and the requirements of the position the attached contract was written. I have sent Mr. Allen a copy and solicited his comments. As of writing this I have not received feedback.

The agreement lasts for ten (10) years. Mr. Allen will provide public defender services for indigent defendants. He will handle up to two (2) co-defendants. If there are times when there are more than two (2) co-defendants the City will hire additional counsel. This is consistent with the current agreement. The rate for the contract is \$17,700 per year. This rate will remain the same for five (5) years. After five (5) years the rate will increase by 5% (\$18,585 per year). That is the only increase in the agreement over the ten (10) year period. Also, either party may terminate the agreement with 90 days notice.

Please consider approving the agreement.

PUBLIC DEFENDER AGREEMENT

This agreement is made and entered into on this ____ day of _____, 2013, by and between Cedar City Corporation, a municipal corporation and political subdivision of the State of Utah, hereinafter referred to as "City"; and Randall C. Allen, attorney at law, hereinafter referred to as "Public Defender".

WHEREAS, pursuant to the laws of the State of Utah (UCA §77-32-101 et. seq.), City is obligated to provide legal counsel and services for individuals found indigent and accused of committing misdemeanors within Cedar City, State of Utah, who are apprehended, charged, and prosecuted by Cedar City; and

WHEREAS, City has sent out a request seeking proposals from qualified attorneys to represent indigent defendants; and

WHEREAS, in compliance with state and federal law, City does hereby enter into a contract with Public Defender to provide services and counsel for indigent defendants who are accused of committing misdemeanors within City and who are being prosecuted by City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Public Defender agrees that from the first day of July, 2013, until the first day of July, 2023, he will represent indigent defendants accused of misdemeanors committed in City and prosecuted by City. Indigent persons who are unable to employ counsel as determined by the Cedar City Justice Court and who are so situated that representation by Public Defender does not present a conflict of interest. Public Defender shall represent indigent defendants through trial and any appeal of right. Representation shall commence upon notice from the appointing Judge to Public Defender that such a person has requested legal counsel and has been found indigent, and shall continue until the matter has been legally completed. The question of full legal completion is to be made at the sole discretion of Public Defender, with the consent and permission of the Judge of competent jurisdiction.
2. City and Public Defender agree that it is Public Defender's responsibility to provide for representation for up to two (2) co-defendants in each case. City and Public Defender agree that in multiple defendant cases where there are three (3) or more defendants, Public Defender's responsibility shall extend to only two (2) clients. Thereafter additional representation shall be at City's expense. In the event that a conflict of interest exists which prevents Public Defender from representing two (2) clients referred to above, it shall be the duty and responsibility of Public Defender to pay for conflict council to handle the conflict case. Public Defender is responsible for providing either representation or funds to pay for representation for two (2) defendants in any case.

3. As consideration for Public Defender's services City agrees to pay Public Defender the sum of seventeen thousand seven hundred (\$17,700) dollars per year. Payment of said sum shall be on a monthly basis at the rate of one thousand four hundred and seventy five (\$1,475) dollars per month. Payment at this rate shall commence in July, 2013, and continue each month as long as this agreement is in effect. The consideration for Public Defender services shall be increased by five percent (5%) after five years of service. This increased amount shall remain the consideration for the remaining years of this agreement.
4. It is further understood and agreed that Public Defender will not be required to conclude any case commenced but not concluded during the term of this agreement.
5. Public Defender will provide email contact and telephone contact information to the Court and City so Public Defender's clients may be informed as to the means to contact Public Defender. Public Defender agrees to maintain at least three (3) set pre-announced and open door office hours per week in a location Public Defender will make known to the Court. The office hours will allow time for Public Defender to meet and discuss matters with his clients. In addition Public Defender agrees to be available for additional appointments with clients as necessary.
6. Public Defender agrees to receive electronic discovery from City. Public Defender shall provide City with email information where City may send discovery within a reasonable time upon learning of Public Defender's appointment. If Public Defender does not receive discovery in a timely manner Public Defender may serve a written request on City for Discovery. If there are discoverable items that cannot be transmitted electronically to Public Defender, City shall send discovery to Public Defender via mail. Public Defender acknowledges that information contained with discovery may be private, protected and/or controlled as those terms are defined under the State of Utah Government Records Access Management Act. Public Defender agrees to use the information in discovery for purposes related to the scope of his representation as Public Defender and to protect and safeguard information from otherwise being disclosed. An alternative method of discovery may be used if mutually agreed to by Public Defender and the City Attorney's office, or ordered by a Court of competent Jurisdiction.
7. Public Defender shall be responsible to maintain his license with the Utah State Bar Association. Public Defender shall be responsible to maintain a Cedar City Business License. A lapse in either licensure shall constitute a breach of this agreement.
8. This agreement may be terminated by either party without cause after giving the other party ninety (90) days written notice.

9. This agreement represents the entire agreement between the parties. It is an integrated agreement. No prior or subsequent written or oral statements related to the subject matter of this agreement shall be used to interpret this agreement.
10. This agreement may only be amended by a written document duly executed by both parties.
11. In the event of a dispute City and Public Defender are not able to resolve through negotiation jurisdiction is vested in the Utah District Courts. Venue is vested in the 5th Judicial District Court in and for Iron County, Utah.
12. This agreement shall be interpreted in accordance with the laws of the State of Utah.

Remainder of page intentionally left blank.

City's signature page.

Dated this ____ day of June, 2013.

JOE BURGESS
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

This is to certify that on the ____ day of _____, 2013, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Joe Burgess, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Joe Burgess and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC

Public Defender's signature page.

Dated this ____ day of June, 2013.

RANDALL C. ALLEN
ATTORNEY AT LAW

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

On this ____ day of _____, 2013, personally appeared before me RANDALL C. ALLEN who duly acknowledged to me that he signed the above and foregoing document.

NOTARY PUBLIC

CEDAR CITY COUNCIL
ACTION AGENDA ITEMS IV - 7
DECISION PAPER

TO: Mayor and City Council
FROM: Paul Bittmenn
DATE: June 17, 2013
SUBJECT: Consider a Resolution amending portions of the City's consolidated fee schedule.
DISCUSSION:

During the budget process there were some requested changes to the fee schedule. Also, there were a some fees the Council previously approved that need to be changed on the fee schedule. The attached resolution does not have the entire fee schedule. It does have the sections where changes are being made. You may find the entire fee schedule on the City's web page, www.cedarcity.org.

The first change was to a fee in administration. This is being requested because we are seeing an increase in the requests for information to be transmitted in electronic format and administration does not currently have a fee to recoup the costs.

The second set of changes come at the request of the Airport. Russ has informed me these have been looked and recommended by the Airport board. The lease rate with FedEx was approved with a contract earlier in the year and the fee schedule is just catching up.

The parks and recreation fee change requests were made during the budget process with the exception of the fee change for the portable stage which the Council approved last week.

The fee changes for the water department were requested and approved at an earlier date. These are the fees actually being charged. The water acquisition fee is based on the appraisal that the City conducted within the past year. The City's ordinance ties this fee to the appraisal.

CEDAR CITY RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY'S FEE SCHEDULE.

WHEREAS, in 2007, the Cedar City Council adopted Resolution 07-0808-1 creating the Cedar City Consolidated Fee Schedule; and

WHEREAS, from time to time it is necessary to amend the consolidated fee schedule; and

WHEREAS, the City Council finds that it is in the best interest of the health, safety and general welfare of the citizens of Cedar City to amend the City's consolidated fee schedule as contained herein.

NOW THEREFORE, be it resolved by the City Council of Cedar City, State of Utah that the City's consolidated fee schedule is hereby amended as follows:

ADMINISTRATION

Copies	\$0.25 per page
Certification of Records	\$2 per record
Compilation in Other Format	Actual cost to City
<u>Electronic format</u>	<u>\$5 per audio or video disk</u>
Record Search	After first twenty minutes, actu
Returned Check Fee	\$20

AIRPORT

Concession Fees	
Rental Cars	10% of gross revenue
Vending Machines	25% of gross revenue
FAA Flight Service Station	As set by contract with FAA
Facilities Rental	
Conference Room Rental	No charge
Non-revenue Aviation-Related Meetings	
Snow Cat Garage Rental	\$850 per month
Terminal Area – Main Floor	\$1.15 per square foot per month
Terminal Area – Upper Floor	\$0.64 <u>0.71</u> per square foot per month
Fuel	
Aeronautical Fuel Tax	\$0.03 per gallon

FBO Fuel Storage Fee		
First 250,000 gallons	\$0.05 per gallon	
After 250,000 gallons	\$0.05 per gallon	
Government contract Helicopter or SET		\$0.30 per gallon pay to FBC
with fuel on airport not purchased from		FBO to apply gallons
FBO		and pay City.
Hangar Rental		
Fed-Ex Hangar	\$350 \$391.25	per month
Large Hangar with Heater		\$215 per month
T-Hangar		\$120 per month
Tie down/overnight parking fee (after 1st night)		\$10.00
Tide down/overnight parking fee-monthly		\$35.00
Tie down/overnight parking fee-annual		<u>\$300.00</u>
Land Leases		
BLM Tank Base		No charge
Civil Air Patrol		No charge
Initiation Fee		\$500 (credited to lease pa
Raw Land with Ramp Access	\$0.09	per square foot per year
Raw Land off Ramp	\$0.035	per square foot per year
Improved Airport Apron Space	<u>\$0.25</u>	per square foot per year
Landing Fees		
BLM – Multi-Engine Tanker		\$75.00 per landing, as moc
BLM – Single Engine Tanker		\$15.00 per landing, as moc
Commercial Aviation	\$0.50	per 1,000 lbs max take off weight
General Aviation		No charge
Parking		
Rental Cars	\$0.06	per square foot per year
General Vehicles		No charge
Other fees		
Hazardous waste spill		\$250.00
Construction clean up deposit (refundable)		\$1,000.00
SASO initiation/annual license fee		\$100.00
FBO initial license <u>Application</u> fee		\$500.00

Parks and Recreation

Field Charges for Baseball/Softball Tournaments
 Baseball fields

\$500 damage deposit and proof of insurance due 1 month prior to event
 \$100 per field per day includes one field prep. \$20.00 for each additional field prep
 \$20 per hour, per field charge for lights

Softball fields

Damage deposit -- \$500.00
 \$20 per hour per field for lights.
 \$100 per field per day includes one field prep. \$20.00 for each additional field prep

Miscellaneous baseball and softball reservation fee

<u>reservation fee 4 hour max</u>	<u>\$25.00</u>
<u>reservation fee over 4 hours</u>	<u>\$100</u>
<u>one time field prep fee</u>	<u>\$20</u>
<u>lights per field per hour</u>	<u>\$20</u>

Other Sports

Baseball	\$35 per person
Basketball	\$35 per person
Flag Football	\$35 per person
Late Fee on Other Sports	\$10 per person
Non-Iron County Resident Fee	\$45 per person (in place of standard fee) Added; avoid subsidizing out-of-county
Softball	\$35 per person
Park Reservations	\$15 per half day

Portable Stage

<u>simple set up for non-profits</u>	<u>\$225 per day</u>
<u>simple set up profit and non-local groups</u>	<u>\$300 per day</u>
<u>full set up for non-profits</u>	<u>\$325 per day</u>
<u>full set up for profit and non-local groups</u>	<u>\$400 per day</u>

**transport out of Cedar City and within Iron County add a \$2 per mile charge

Refund Fee	\$5
Tumbling	\$35 for 4 weeks (8 classes)

WATER

Backflow Inspection & Review	\$50
Culinary Water User Fees (per month)	
Single-Family Residential	
Base Fee	\$13 per month
First 8,000 gallons	\$0.48
8,001 to 25,000 gallons	\$0.60
Over 25,000 gallons	\$1.20
Multi-Family Residential	

Base Fee	\$13 per month
First 5,000 gallons	\$0.48
5,000 to 15,000 gallons	\$0.60
Over 15,000 gallons	\$1.20
Non-Residential	
All Usage	\$0.63
Excess Irrigation	\$1.20

All water fees are per thousand gallons rounded up to the next thousand.

Deep Well Camera Rental \$150 per hour

Hydrant Meters

Administrative Fee	\$25
Base Monthly Rate	\$75
Meter Reading Late Fee	\$250 per month (for first 3 months)

Livestock Watering Application Fee \$50

Master Water Meter

<u>5/8" x 3/4" meter</u>	<u>\$275</u>
<u>1" meter</u>	<u>\$415</u>
<u>3" meter</u>	<u>\$2,550</u>
<u>4" meter</u>	<u>\$3,450</u>
<u>6" meter</u>	<u>\$4,124</u>
<u>6" meter - compound</u>	<u>\$4,900</u>
<u>8" meter</u>	<u>\$4,600</u>

Meters (per meter)

For 1" Line	\$305
For 1 1/2" Line	\$553
For 2" Line	\$828
For 3" Line	\$2,550 plus materials
For 4" Line	\$2,610 plus materials
For 6" Line	\$4,125 plus materials

Meter reading late fee \$250

On/Off Fee (No Valve)

First 3 in 12-Month Period Free

4 or More in 12-Month Period	\$25 each
Pressure Irrigation Water User Fee (Per Thousand Gallons Per Month)	
All usage	\$0.44
Excess Irrigation Usage	\$1.20
Reinstall Meter Fee	\$100
Resume Service Fee	\$25
System Damage Fee	Cost of Repairs
<u>Transfer of Water Connection</u>	<u>\$400</u>
Water Acquisition Fee	\$1,840.00 2,090.00 per acre foot
Water Tapping Fee	\$60 plus cost of materials

BE IT FURTHER RESOLVED by the City Council of Cedar City, Iron County, State of Utah that staff is authorized to make such non-substantive format related amendments to the fee schedule so as to accommodate the above amendments.

THIS RESOLUTION, resolution No. _____, shall become effective immediately upon passage.

Dated this _____ day of August, 2013.

 JOE BURGESS
 MAYOR

[SEAL]
 ATTEST:

 RENON SAVAGE
 RECORDER