

Cedar City

10 North Main Street • Cedar City, UT 84720
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www.cedarcity.org

Mayor
Maile L. Wilson

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

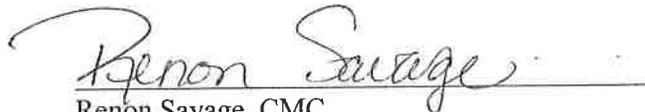
City Manager
Rick Holman

CITY COUNCIL WORK MEETING FEBRUARY 19, 2014

The City Council will hold a work meeting on Wednesday, February 19, 2014, 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
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 1. Consider a raw land lease at the Airport – Dan & Gloria Jones/Russ Volk
 - Staff
 2. Consider an agreement with Workforce Services to allow adult and youth paid internships, unpaid internships, and on the job training programs – Natasha Hirschi
 3. Consider a resolution making changes to the Airport Rate and Fee Schedule – Russ Volk
 4. Consider a cooperative agreement with the Cedar City/Iron County Tourism Bureau for a \$9,300 grant – Dan Rodgerson
 5. Consider a MOU with the Utah Attorney General’s Internet Crimes Against Children Investigative Division – Chief Allinson
 6. Consider changes to the Animal Control Ordinance to allow cat foster care program – Chief Allinson

Dated this 18th day of February, 2014.


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 18th day of February, 2014.


Renon Savage, CMC
City Recorder

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

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

**CEDAR CITY COUNCIL
AGENDA ITEM |**

DECISION PAPER

TO: Mayor and City Council

FROM: Russ Volk

DATE: February 19, 2014

SUBJECT: Consider Raw Land Lease Request

RECOMMENDATION: Airport Board is to consider this lease request at a special Airport Board meeting on Feb 19th.

DISCUSSION: Don W. and Gloria Jones have requested that it be allowed to lease lot #47 (2107 W.) on the 1400 North taxilane inside the airport. The Airport Board is to consider this matter at a special meeting on February 19th, 2014.

Request the City Council consider this lease request and allow the Mayor to sign the lease documents.

LEASE

THIS AGREEMENT, made and entered on this 1 March 2014 by and between CEDAR CITY CORPORATION, 10 North Main Street, Cedar City, UT 84720, a municipal corporation organized and existing under the laws of the State of Utah, hereinafter referred to as the LESSOR, and Don W. and Gloria Jones hereinafter referred to as the LESSEE.

WITNESSETH:

The LESSOR, in consideration of the rental herein agreed to be paid by the LESSEE, and other terms herein to be performed by LESSEE, hereby leases unto LESSEE, that parcel of property located at the CEDAR CITY REGIONAL AIRPORT, Cedar City, Utah, as shown in Exhibit A and more particularly described as follows:

Add Legal Description

ARTICLE I

TERMS AND RENTALS

1. Term. The term of this Lease shall be for a period of TWENTY (20) years commencing on the 1 March 2014, and expiring on the 28 February 2014, unless sooner terminated or extended as provided by this Lease. During said 20-year period, the parties shall evaluate the consideration set forth in paragraph 3 of this Article every 5 years to determine sufficiency or fairness thereof. Lessor may increase the consideration, at a rate not to exceed the aggregate percentage of increase in the overall national consumer price index for the previous

five (5) years and not to exceed a maximum of 15 percent. The lesser of the two rates will be utilized.

2. Option to Renew. LESSEE is hereby granted the option to renew this Lease for five separate and successive terms of five (5) years each, subject to negotiation of consideration acceptable to both parties, provided, however, that LESSEE shall give LESSOR written notice of its intention to exercise its option at least sixty (60) days prior to the expiration of this Lease and at least sixty (60) days prior to the expiration of each successive five (5) year renewal term. Any termination for failure to exercise such option shall require thirty (30) days written notice to LESSEE. LESSEE may exercise the option within said 30-day period.

3. Consideration. As and for consideration for the terms set forth herein, the parties stipulate and agree to the sum of \$ 843.75 per year.

ARTICLE II

SPECIAL COVENANTS-CEDAR CITY REGIONAL AIRPORT

1. Airport Purposes. The LESSEE agrees as a condition precedent to this Lease and to the use and occupancy of the Lease premises that the LESSEE shall at all times use the leased premises for the primary purpose of constructing and occupying one (1) hangar. LESSEE shall commence construction by way of obtaining a building permit within one year from the date of commencement of this Lease. It is the purpose of this Lease to foster and abet air commerce at Cedar City Regional Airport, and it is not the intent of this Lease to provide premises for uses which do not promote the development and use of the Cedar City Regional Airport. All uses normally incidental to an airport such as car rental agencies, limousine service, restaurants, non-aeronautical businesses, insurance sales, and other such incidental services not directly related to

general and commercial aviation are expressly prohibited unless specifically permitted or provided for in this Lease. Any assignment or sub-lease of the leased premises shall comply at all times with these conditions as to use and occupancy of the premises. Any primary use or occupancy contrary to the purposes set forth in this agreement shall constitute a breach of this Lease, and any assignment or sub-lease permitted under the provisions of this Lease shall contain this limitation.

2. LESSEE'S PURPOSE.

(a) LESSEE intends to comply with the use and occupancy policies stated in the Lease and will occupy the premises for the purposes of constructing and occupying one Aircraft Hangar.

(b) The LESSEE agrees to notify the LESSOR in writing of any intended change of primary purpose prior to any such change being made by the LESSEE. Any such change in primary purpose shall be first approved by the LESSOR. The LESSOR shall promptly review the proposed change in purpose, and shall consent in writing to the proposed change if such change is consistent with the purposes set forth in paragraph 1 (Airport Purposes) of this Article.

It is understood that these provisions as to change are necessary in order for the City to be advised at all times of the various uses and purposes of uses of all the leased premises on Cedar City Regional Airport.

(c) Failure to commence construction by way of obtaining the building permit within 1 year of the date of commencement of this lease shall constitute a material breach of this Lease Agreement.

(d) LESSEE is responsible for cleanup of all construction refuse from results of any construction on their leased land. All clean-up must be accomplished within fourteen (14) days of completion of construction and issuance of Certificate of Occupancy. If cleanup is not accomplished by LESSEE, LESSOR may at their choosing perform the cleanup and bill LESSEE for cleanup services.

3. Other Uses. The LESSEE shall not use or permit any part of the leased premises to be used for any unlawful purpose or for any purpose or use that may constitute a nuisance or fire hazard. The LESSEE shall not use or allow the leased premises or any part thereof to be used or occupied for any purpose in violation of any law, lawful order, rule or regulation concerning the operation or use of Cedar City Regional Airport.

4. Subordination of Lease.

(a) This Lease shall be subordinate to the provisions of any existing or future agreement between the LESSOR and the United States relative to the operation or maintenance of Cedar City Regional Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development or operation of Cedar City Regional Airport.

(b) In connection therewith, the LESSOR has undertaken and may in the future undertake certain obligations respecting its operation of Cedar City Regional Airport and activities of its contractors, lessees and permittees thereon. The performance by LESSEE of the covenants, promises and obligations contained in this agreement is therefore a special consideration and inducement to the execution of this agreement by the LESSOR and LESSEE. The LESSEE further covenants and agrees that if the administrator of the Federal Aviation Administration, or

any other governmental official or body having jurisdiction over the enforcement and the obligations of the City in connection with Federal or State aid, shall have made any orders or required recommendations respecting the performance by LESSEE of its obligations under this agreement, LESSEE shall promptly comply therewith, at such times and to the extent that the City may direct consistent with said orders or required recommendations. Failure on the part of the LESSEE promptly to comply with any such notice or direction shall be cause for cancellation of the agreement by LESSOR.

5. LESSEE's Right to Terminate. Should any governmental body, agency, or official, other than LESSOR, prohibit or otherwise prevent for an unreasonable length of time the use of Cedar City Regional Airport in its present condition for a public airport, or should the continued use of Cedar City Regional Airport as an airport otherwise become impossible or unlawful without the fault of the LESSEE, the LESSEE shall have the option to terminate the Lease on thirty (30) days written notice to the LESSOR, and upon such termination, this agreement shall be at an end. The LESSOR shall notify the LESSEE in writing of the prohibition, and the failure of the LESSEE to exercise the option to terminate within thirty (30) days shall terminate the LESSEE's right of option.

6. Discriminatory Acts Prohibited.

(a) The LESSEE shall furnish any service to be rendered by the LESSEE in connection with or upon leased premises on a fair, equal, and not unjustly discriminatory basis to all users thereof.

(b) The LESSEE, in its use and occupancy of the leased premises, shall not discriminate against any person or class of persons by reason of race, color, religion, sex, age, handicap or

national origin.

(c) The LESSOR shall give ten (10) days notice to the LESSEE of any alleged violations of sub-paragraph (a) or (b) and request the LESSEE either correct or justify any such alleged violation. In the event that such allegation remains in dispute, the matter shall be resolved by final decision of the appropriate administrative body or Court of competent jurisdiction.

LESSEE shall have thirty (30) days to comply with said decision; in the event of non-compliance, this Lease shall terminate. Any service or rate regulated by a State or Federal regulatory agency shall be deemed to be in compliance with the requirements of sub-paragraphs (a) or (b) until shown to be otherwise in an appropriate proceeding before the agency.

(d) The LESSOR, at its option, may forthwith terminate this Lease without any liability to LESSEE thereunder for any failure by LESSEE without justification to comply with the provisions of subparagraph (a) and (b), subject to the provisions of the preceding paragraph8).

7. Sign. The LESSEE may not, without the LESSOR's consent, place or erect any sign on the leased premises. At the termination of this Lease, any such signs shall be removed by the LESSEE at the LESSEE's own expense.

8. LESSOR Definition. The LESSOR includes the City Manager and the Public Works Director.

ARTICLE III

DEFAULT AND ENFORCEMENT

1. Acts of Default Defined. Each of the following shall be deemed a default and a breach of this Lease:

(a) Failure to do, observe, keep and perform any of the terms, covenants, conditions,

agreements and provisions of this Lease on the part of the LESSEE or LESSOR for a period of thirty (30) days after notice, except that if any default is not susceptible of being cured within thirty (30) days, either party shall be permitted an extension of thirty (30) days to cure such default, provided they commence promptly and proceed diligently and in good faith to cure such default within the thirty (30) day period; or

(b) The abandonment of the premises by the LESSEE, the adjudication of the LESSEE as a bankrupt, the making by the LESSEE of a general assignment for the benefit of creditors, or any insolvency act that jeopardizes LESSOR's rights hereunder, the appointment of a permanent receiver or trustee in bankruptcy for the LESSEE's property, the appointment of a temporary receiver or trustee in bankruptcy for the LESSEE's property, or the appointment of a temporary receiver not vacated or set aside within ninety (90) days from such appointment, for a period of ten (10) days after notice.

2. LESSOR's Remedies on Default. In the event of any such default by the LESSEE, and at any time thereafter the LESSOR elects to terminate this Lease upon a specified date not less than thirty (30) days after the date of serving such notice, except in case of a default under sub-division (b) of paragraph 1 of this Article in which event such notice shall not be less than ten (10) days from the date of service of such notice, this Lease shall then expire on the date so specified as if the date had been originally fixed as the expiration date of the term, including all options for renewal herein granted, unless such default shall be deemed waived by instrument in writing signed by the LESSOR, or cured by LESSEE before the expiration of the period specified in the notice of termination of this Lease served on the LESSEE. It is expressly agreed by the LESSEE that the written notice may, at the LESSOR's option, by statement expressly included in

the notice, be the written notice required by the forcible entry and detainer statutes.

3. LESSEE Remedies on Default. In the event of LESSOR's default, and at any time thereafter, the LESSEE may, upon written notice to the LESSOR, be entitled to the following:

(a) All rights and remedies available at law or in equity, said rights and remedies to be cumulative; and

(b) The option of terminating the lease without further liability, upon thirty (30) days notice filed by the LESSEE to the LESSOR.

4. LESSOR's Re-entry on Default. In the event that this Lease shall be terminated as provided in paragraph 2 of this Article, or otherwise, or in the event that the premises, or any part thereof shall be abandoned by the LESSEE, 30 days vacancy of the premises without notice shall be deemed abandonment, the LESSOR may immediately or at any time thereafter, re-enter and resume possession of the premises or any part thereof, and remove all persons and property therefrom, either by a suitable action or proceeding at law, or by any other lawful means. No re-entry by the LESSOR shall be deemed an acceptance of a surrender of this Lease or a liquidation or satisfaction to any extent whatever of LESSEE's liability to pay rent and additional rent as herein provided.

5. Right of LESSOR to Re-let. In the event that this Lease shall be terminated as herein provided, or otherwise, or if the premises, or any part thereof, shall be abandoned by the LESSEE, the LESSOR may, in its own name, but as agent for the LESSEE if the Lease be not terminated, or if the Lease be terminated in its own behalf, re-let the whole or any portion of the premises for any period equal to or greater or less than the remainder of said term, for any sum which it may deem suitable and satisfactory, and for any use and purpose which it may deem

appropriate, and in connection with any such Lease the LESSOR may make such changes in the character of the improvements on the premises as the LESSOR may determine to be appropriate or helpful effecting such Lease. However, in no event shall the LESSOR be under any obligation to re-let the premises to any lessee which the LESSOR, in the exercise of reasonable discretion, shall deem to be objectionable. The LESSOR shall not in any event be required to pay the LESSEE any surplus of any sums received by the LESSOR on a re-letting of the premises in excess of the rent reserved in this Lease.

6. Damages on Default. In the event that this Lease is terminated by reason or default, or if the premises shall have been abandoned, whether or not the premises are re-let, the LESSOR shall be entitled to recover from the LESSEE, and the LESSEE shall pay to the LESSOR the following costs:

(a) An amount equal to all expenses, if any, including reasonable attorney's fees incurred by the LESSOR in recovering possession of the premises, and all reasonable costs and charges for care of the premises while vacant, which damages shall be due and payable by the LESSEE to the LESSOR at such time as such expenses shall have been incurred by the LESSOR; and

(b) An amount equal to the amount of all rent reserved under this Lease, less the net rent, if any, collected by the LESSOR on the several days on which the rent would have become due and payable; that is to say, upon each of such days the LESSEE shall pay to the LESSOR the amount of deficiency then existing. Such net rent collected on re-letting by the LESSOR shall be computed by deducting from the gross rents collected all expenses incurred by the LESSOR in connection with the re-letting of the premises or any part thereof, including, without limitation, brokers' commissions and the cost of repairing the premises or removing any structures.

7. Separate Action for Damages. Without any previous notice of demand, separate action may be maintained by the LESSOR against the LESSEE from time to time to recover any damages which, at the commencement of any such action, have then or theretofore become due and payable to the LESSOR under this Lease, without waiting until the end of the then-current term.

8. LESSOR's Failure to Enforce and Non-waiver. No failure by the LESSOR to insist upon the strict performance of any term, condition or covenant of this Lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rentals during the continuance of any such breach shall constitute a waiver of any such breach or any such term, condition, or covenant. No term, condition or covenant of this Lease required to be performed by the LESSEE, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by the LESSOR. No waiver of any breach shall affect or alter any term, condition or covenant of this Lease, and such term, condition or covenant shall continue in full force and effect with respect to any other than existing or subsequent default or breach thereof, and any other or subsequent default or breach may be enforced by the LESSOR as provided by this Lease.

9. LESSOR's Rights Cumulative. The rights given to the LESSOR in this Lease are cumulative, and in addition to any right that may be given to the LESSOR by any statutes, rule of law or otherwise, the LESSOR may exercise any such rights without limitations.

10. LESSOR's Right to Perform. If the LESSEE shall be in default hereunder, the LESSOR at LESSOR's discretion may cure such default on behalf of the LESSEE for the account and at the expense of LESSEE, in which event the LESSEE shall reimburse the

LESSOR for all sums paid to effect such cure, together with interest at the rate of eight percent (8%) per annum and reasonable attorney's fees. In order to collect such reimbursements the LESSOR shall have all the rights and remedies available under this Lease for a default of payment of rentals. The LESSOR shall give thirty (30) days notice to the LESSEE of LESSOR's intent to cure the defect, but no notice shall be required if in the LESSOR's reasonable opinion an emergency exists. The provisions of this paragraph shall survive the termination of this Lease.

11. Rights of Access. The LESSOR shall have the right to enter upon the leased premises during reasonable hours (except in an emergency) to examine it, to show it to prospective Lessees, to post a "to let" or other similar signs within six (6) months prior to the expiration of any term, and to inspect, repair and take care of any utilities thereon. The LESSOR reserves the right of access and the right to abate any nuisances or hazardous conditions on the premises at LESSEE's account and expense, including reasonable attorneys' fees, existing after ten (10) days notice has been given to abate such nuisance, hazard, provided no notice shall be required when in the LESSOR's reasonable opinion an emergency exists.

12. Surrender of Premises. At the expiration of any Lease term, or upon termination of this Lease as provided herein, the LESSEE shall peacefully and quietly surrender the leased property in as good a condition as it was at the beginning of the initial term, reasonable use and wear and damages by the elements excepted.

13. Design of Building and Improvements. The design of any additional buildings or external improvements to be placed on said leased property by LESSEE shall first be approved by LESSOR as to size, location, and materials used in the installation of the same. Furthermore,

the height of any such building erected by LESSEE shall not exceed heights as set forth in FAA regulations.

14. Landscaping. Landscaping shall be installed and maintained by the LESSEE to conform to the requirements of the protective covenants of the Cedar City Industrial Park at LESSEE's expense.

15. Storage. Storage of any and all materials by LESSEE shall be made within the building installed by LESSEE on the premises and no equipment, trailers or other items, other than operable vehicles and aircraft, shall be stored outside said buildings. LESSEE shall maintain clean premises and shall not allow the accumulation of waste or garbage. At no time will LESSEE park any aircraft or vehicles on a non-paved surface.

ARTICLE IV

GENERAL COVENANTS

1. Conditions and Status of Premises. The LESSEE represents that LESSEE has examined the leased premises and accepts the premises in the condition in which they are, without representation or warranty, express or implied in fact or by law, by the LESSOR as to the title, nature, condition or usability of the premises for the purposes set forth in the Lease. Lessor warrants that it has title to the property, and the capacity, both legal and actual, to enter into this Lease and to grant the estate free and clear of any other liens or claims.

2. Maintenance of Premises. The LESSEE shall keep and maintain at all times the entire premises in good repair and in a neat, orderly and sightly condition. The LESSEE shall not cause or permit to remain any litter, debris, or other items and materials of any kind whatsoever (including garbage, gasoline drums, whether with or without any value) to be stored or to remain

upon the leased premises without the express permission of the LESSOR. The LESSEE shall agree to remove all materials including litter, when so requested by the LESSOR, and upon the failure of the LESSEE to do so within five (5) days after such notification, the LESSOR may so remove or restore the premises at LESSEE's expense.

3. Compliance with Law. LESSEE shall comply with, abide by and conform to all laws, governmental order, City Charter, ordinances, rules and regulations, including any future amendments thereto, controlling or in any manner affecting LESSEE's use or occupancy of the premises, provided LESSOR shall indemnify and hold LESSEE harmless from damages resulting from hazardous materials not introduced by LESSEE.

4. Inspection. The LESSEE shall permit the LESSOR, or LESSOR's authorized agents and employees, to enter upon the premises at any reasonable appointed time for the purpose of inspecting condition of the premises or the use thereof.

5. Taxes and Assessments. The LESSEE, in addition to the rentals provided for herein, shall pay when due (and before delinquency) all taxes, assessments and charges upon the leased premises, and upon buildings, improvements and property thereon, which are assessed or charged at any time during the term, including all required Cedar City business licenses. The LESSEE shall have the right at all times to protest any assessments of taxes or other assessments or charges, but the LESSOR may require the LESSEE to deposit with the LESSOR any sums in dispute to insure payment in the event that any protest is unsuccessful. This paragraph expressly excludes mechanic's and materialman's liens covered under Article IV-14.

6. Utilities. The LESSEE shall pay and be responsible for all charges for gas, electricity, water, light, heat, power, sewer and other utility services used in or about or supplied to the leased premises.

7. Liability. The LESSOR shall not be liable for injury or damage to persons or property occurring within or upon the leased premises, unless caused by or resulting from the negligence of the LESSOR or any of the LESSOR's agents, servants or employees in the operation or maintenance of the leased premises. LESSEE covenants that LESSOR is to be free from liability and claim for damage by reason of any injury to any person or persons including LESSEE, its agents, or employees, or property of any kind, whatsoever belonging, including LESSEE's, resulting from any cause or causes whatsoever, except for alleged claims based upon negligence or other misconduct by the LESSOR, while in, upon, or in any way connected with the premises during the term of this Lease, or any use or occupancy hereunder. LESSEE covenants to indemnify and hold harmless LESSOR from all liability, loss, costs (including LESSEE's or LESSOR's attorneys' fees) and obligations on account of or arising out of any such injuries or losses, however occurring, including any acts, negligent or otherwise, by the agents, independent contractors, employees, or servants of the LESSEE, and the LESSEE agrees to defend the LESSOR at the LESSEE's cost (including attorney's fees) against all such claims, actions or suits, brought against the LESSOR.

8. Liability Insurance. LESSEE shall at all times during the term of this Lease maintain in force an insurance policy or policies which will name LESSOR and LESSEE as insured against all liability resulting from injury occurring to persons in or about the premises, the liability for such insurance to be not less than \$600,000.00, for any one person injured,

\$2,000,000.00 for any one accident and \$200,000.00 for property damage. LESSEE shall provide a Certificate to LESSOR verifying said insurance. The original of such policy or policies shall remain in the possession of LESSEE, provided however; LESSOR shall have the right to receive from LESSEE, upon demand, a duplicate policy or policies of any such insurance.

9. Subsidence. The LESSOR shall not be responsible for any washout, subsidence, avulsion, settling or reliction neither to the premises, nor for any injury caused thereby to the property of the LESSEE or any person occupying the premises. The LESSOR shall not be obligated to replace, refill or improve any part of the leased premises during LESSEE's occupancy, in the event of such washouts, subsidence avulsion, settling or reliction.

10. Risk of Loss. No destruction or damage to any building or improvement on the leased premises by fire, rain, ice, snow, windstorm, earthquake, aircraft accident, or any other casualty or action of the elements shall entitle the LESSEE to surrender possession of the leased premises, to terminate this Lease, to violate any of its provisions, or to cause any rebate or abatement in rent when due or thereafter becoming due under the terms hereof, except that if 60% or more of LESSEE's building on the premises are damaged or destroyed through acts of God or acts beyond the control of LESSEE, the LESSEE may terminate this Lease upon 30 days written notice, provided LESSEE shall repair or renovate structures, or remove debris, whichever is most economically feasible. If LESSEE elects to rebuild or remain on the premises, all obligations hereunder shall continue.

11. Repair and/or Rebuilding. Upon the destruction or damage to any building or structure by fire, rain, ice, snow, windstorm, earthquake, aircraft damage, or any other casualty or action of the elements, the LESSEE shall have the right to repair, restore or rebuild the building

or structure, so long as construction commences within six (6) months and is complete within one (1) year after the date of such occurrence. LESSOR may extend the above deadlines at LESSOR's discretion. If LESSEE chooses to repair or rebuild, all obligations hereunder shall continue.

12. Condemnation.

(a) If the leased premises, or any part thereof, rendering the remainder unusable is taken by eminent domain, this Lease shall expire on the date when the leased property is taken by a declaration of taking, without prejudice to LESSEE's rights against condemnor, or on the date when the condemnor is granted possession of the premises and the rent shall be apportioned as of that date.

(b) The LESSEE shall be entitled to the award of the building structures and improvements placed upon the premises by the LESSEE whether existing at inception or subsequently erected, and the LESSOR shall be entitled to the award from the ground leased and for any improvements placed upon and benefitting the premises by the LESSOR or acquired by the LESSOR from the LESSEE or any other person.

(c) The LESSEE shall be entitled to relocation costs if provided by law.

13. Reservation of Rights of Way and Easements. The LESSOR reserves for the purpose of constructing and maintaining City utilities:

(a) The right of reasonable ingress and egress to, over and from the leased premises for these purposes; and

(b) Reasonable easements over, under and through the leased premises for these purposes.

14. Liens and Encumbrances. If at any time during said term, whether during the period of construction or reconstruction of buildings, or at any other times, any liens or encumbrances of

mechanic, laborers or materialmen, or secured transactions (not consented to by the LESSOR), shall be filed against the premises or any part thereof, the LESSEE shall, at its own expense procure the liens and/or encumbrances to be discharged by payment, bonding or otherwise as provided by law, and as a condition precedent to this Lease, discharge the liens or encumbrances within thirty (30) days after receiving written notice from the LESSOR that the same is filed or recorded, provided however, LESSEE shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, LESSEE shall give to LESSOR reasonable security as may be demanded by LESSOR to insure payment thereof and prevent any sale, foreclosure or forfeiture of the premises or improvements by reason of such non-payment. Such security need not exceed on and one-half times the amount of such lien or claimed lien. The LESSEE, upon reasonable notice and request in writing from the LESSOR, shall also defend for the LESSOR, at the LESSEE's sole cost and expense, any action, suit or proceeding which may be brought on or for the enforcement of any lien or encumbrance and shall pay any damages and satisfy and discharge any judgment entered in such action, suit or proceeding and save harmless the LESSOR from any liability claim or damages resulting therefrom. In the event of default by the LESSEE procuring the discharge as aforesaid of any such lien, or security transaction, the LESSOR may, at the LESSOR's option, terminate this lease, or without further notice procure the discharge thereof by bonding or payment or otherwise, and all cost and expenses to which the LESSOR may be put in obtaining such discharge shall be paid by the LESSEE to the LESSOR as additional rent.

15. Assignment or Sub-leasing.

(a) The LESSEE shall not assign or sub-let any interest in the premises, without the prior written consent of the LESSOR; said consent shall not be unreasonably withheld. Any violation

of this covenant shall be subject to the provisions of Article III, Default and Enforcement, of this agreement. The LESSEE covenants not to assign or sub-lease its interest in the premises unless the proposed assignee or sublessee agrees in writing to assume and perform all the terms, conditions and covenants of the Lease imposed by the LESSOR. The LESSEE shall furnish the LESSOR with a copy of any proposed assignment or sub-lease for approval prior to any assignment or sub-lease, and shall further furnish a copy to the LESSOR of any executed assignment or sub-lease.

(b) No assignment, sub-lease, or occupancy permitted under sub-paragraph (a) of this paragraph shall relieve LESSEE of any of LESSEE's obligations herein, and LESSEE agrees to hold the LESSOR harmless from loss because of the non-payment of rentals, taxes or assessments or other charges incurred on the premises by any assignee, sub-lease or occupant.

(c) Prior written consent by the LESSOR shall not be unreasonably withheld. Consent to the sub-lease or assignment may only be withheld if the proposed sub-lease or assignment, or the use represented thereby, is contrary to the provisions of this Lease, or violates FAA criteria for airport related property.

16. Mortgages and Encumbrances.

(a) The LESSEE covenants that it shall not mortgage or otherwise encumber this Lease (including LESSEE's leasehold estate in the installation of improvements thereon) without the prior consent of the City in writing. Any violation of this covenant shall be subject to provisions of Article III, Default and Enforcement, of this agreement. In no event shall there be at any time more than one existing mortgage of this lease.

(b) The LESSOR's consent to the mortgage or encumbrance shall not be unreasonably withheld. The LESSEE shall furnish the LESSOR with a copy of any security transactions

mortgaging or encumbering the premises for the LESSOR's approval prior to any mortgaging or encumbering of the premises, and shall further furnish a copy to the LESSOR of any such executed security transactions.

17. Quiet Enjoyment. Conditioned upon LESSEE's paying the rent herein provided and performing and fulfilling all covenants, agreements, conditions and provisions of this Lease herein to be kept, observed and performed by LESSEE, LESSEE shall have and may at all times during the term hereby granted peaceably and quietly hold, have and enjoy the leased premises.

18. Buildings and Improvements. At the conclusion of this Lease, any building, fixtures, and improvements then existing on the premises shall belong to LESSOR and all personal property shall belong to LESSEE. LESSEE may, however, remove any building and restore the property to its original condition.

19. Holdover. In the event the LESSEE shall hold over after the termination of this Lease for any cause whatsoever, such holding over shall be deemed a tenancy from month to month only, at the same rental per month and upon the same terms, conditions and covenants as set forth herein. Such holding over period shall include any time employed by the LESSEE to remove any buildings, structures or improvements permitted by this Lease.

20. Modification. The Lease shall not be modified, altered or changed in any way whatsoever unless in writing and signed by both parties hereto.

21. Notice.

(a) Any notice under this Lease shall be in writing and shall be sent registered or certified mail to the last known address of the parties to whom the notice is to be given, as designated by such party in writing. The LESSOR hereby designates its address as: 10 North Main, Cedar City, Utah 84720.

(b) Any notice shall be deemed to duly govern only if mailed in a postpaid envelope addressed as provided in sub-paragraph

(c) If either party admits, either in writing or under oath, the receipt of notice, evidence of service in accordance herewith shall not be necessary.

(d) Any notice, demand, request or other communication required to be in writing shall be deemed to have been given at the time it is duly deposited and registered in any United States Post Office. This provision shall not apply to any payments of rentals or monies required under this Lease.

22. LESSEE Independent Contractor. LESSEE is and shall be an independent contractor, and shall be in no manner whatsoever the agent or servant of the LESSOR. The LESSEE is responsible to all parties for all of its acts or omissions, and the LESSOR shall be in no way responsible therefore.

23. Jurisdiction. It is agreed that any civil action concerning this Lease shall be commenced in a court of competent jurisdiction in Iron County, Utah.

24. Time is of the Essence. It is agreed and understood by the parties that time is of the essence as to each and every provision, condition, covenant or other term of this Lease.

25. Captions. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease, nor the intent of any provisions thereof.

26. Successors in Interest. All of the terms, covenants, conditions and agreements herein contained shall in every case be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, and all terms, covenants, conditions and agreements contained herein shall be deemed to be not only for the benefit of and enforceable against the

LESSEE, but also against the heirs, legal representatives, successors and assigns of the LESSEE, and that the LESSEE shall not be discharged from any liability by any assignment or sub-lease of the premises, or any part thereof, or of this Lease, notwithstanding the fact that the LESSOR has consented to such sub-lease or assignee as a Lessee hereunder.

27. Recordation of Lease. The LESSOR intends to record this lease with the Iron County Recorder.

28. Invalid Provisions. In the event that any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of such covenant, condition or provision does not materially prejudice either LESSOR or LESSEE in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year set forth above.

LESSOR:

Maile Wilson, MAYOR
Cedar City Corporation

ATTEST:

RENON SAVAGE, CITY RECORDER

STATE OF UTAH)
 : Ss.
COUNTY OF IRON)

This is to certify that on the ___ day of _____, 20___, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Maile Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC

LESSEE:

Gloria Jones

STATE OF UTAH)

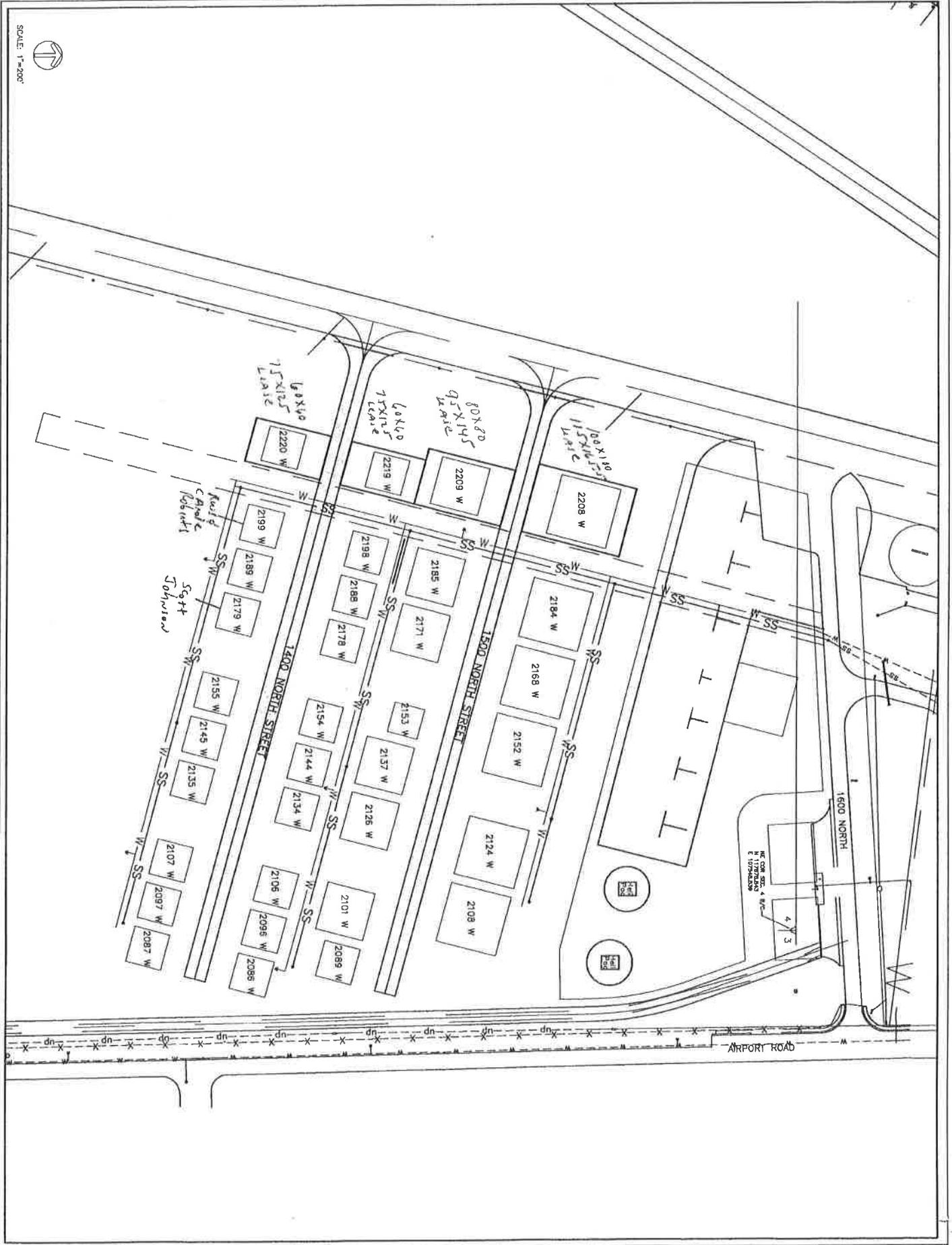
: Ss.

COUNTY OF IRON)

On this ____ day of _____, 20____, personally appeared before me _____ who duly acknowledged to me that he/she/they signed the above and foregoing document.

NOTARY PUBLIC

SCALE: 1"=200'



**CEDAR CITY COUNCIL
AGENDA ITEM 2**

DECISION PAPER

TO: Mayor and City Council

FROM: Natasha Hirschi

DATE: February 19, 2014

SUBJECT: Consider an agreement with Workforce Services to allow adult and youth paid internships, unpaid internships, and on the job training programs

DISCUSSION: The City has been involved with most of these programs for several years. We currently have a few individuals working in these programs. In the majority of these internships there is no cost for the City to participate. All costs (wages, workers compensation insurance, social security, etc.) are covered by Workforce Services.

This will be the third year we've participated in the youth paid internship program. This program requires the City to cover all costs (wages, workers compensation insurance, social security, etc.) up front. Work Force Services will reimburse all costs except workers compensation and overtime. For each thirty day period that the employee is employed, Work Force service will pay a supervision payment of \$150 with a maximum of \$450. This program is designed to be temporary not exceeding 90 days.

These program are designed to help qualifying individuals gain experience in the workforce. Attached are the contracts that will allow the City to continue participating in these programs.



State of Utah
Department of Workforce Services
**WORKSITE LEARNING OJT AND EIO
EMPLOYER AGREEMENT**

**PLEASE USE A BLACK
BALL POINT PEN TO
COMPLETE FORM**

This agreement sets guidelines for employers participating in Department of Workforce Services (DWS) Worksite Learning opportunities. By signing this agreement the employer has read, understands and accepts the standard assurances and agreements for the Worksite Learning as well as the specific opportunities **selected**.

Please select the Worksite Learning Opportunities from the list below.

- Youth Employment Internship Opportunity (Including Summer Youth Employment Internship Opportunity)
- Employment Internship Opportunity (For Special Projects)
- On-the-Job Training

EMPLOYER Private
 Public/Non-Profit

Name: **CEDAR CITY CORPORATION**
Address: **10 NORTH MAIN ST**
 CEDAR CITY, UT 84720-2635
FEIN #: **876000215**

Employer Workers Compensation # (Required): _____

Contact Person: _____
Phone #: _____
Fax #: _____

Employer Representative Signature/Title Date

DWS Representative Signature/Title Date

This Employer Agreement is effective for one year from the signature date.

DEPARTMENT OF WORKFORCE SERVICES (DWS) ASSURANCES AND AGREEMENT TERMS:

Links to Federal and State requirements may be found at <http://jobs.utah.gov/employer/resource/>

1. DWS will develop Worksite Learning Trainee Agreements and provide monitoring and intervention services as needed.
2. DWS will provide the Worksite Learning Training Agreement, time sheets / invoices (DWS Form 353PAID, if needed).
3. DWS will provide training compensation as agreed in the Worksite Learning Trainee Agreement.
4. DWS may designate representative(s) to act as its authorized agent for certain specific purposes of agreement administration. The designated staff is authorized to review and approve Worksite Learning Agreements.
5. DWS can terminate this agreement for any reason and without notice.

EMPLOYER ASSURANCES AND AGREEMENT TERMS:

1. The Employer understands the purpose and philosophy of the selected Worksite Learning opportunity and is willing to participate.
2. The Employer operates from a physical location in the State of Utah. The Employer's business reputation and stability in the community is in good standing. The Employer has adequate equipment, materials, and staff to train in the agreed occupation. The Employer will comply with all applicable federal, state and local laws, rules, and regulations. All Child Labor Laws must be followed.
3. Persons with immediate family members employed in an administrative capacity with the Employer may be referred for Worksite Learning if the currently employed family member:
 - a. will not supervise the trainee,
 - b. will not sign time sheets or paychecks for the trainee,
 - c. does not own the company or an interest in it, and
 - d. does not, in any way, benefit from the trainees training.
4. The employer will provide full Workers Compensation coverage for the trainee.
5. Time and attendance and payroll records for the trainee will be maintained for at least four years after completion of training, and access to these records for the DWS, state, or federal audits will be allowed on request by appropriate staff. The Employer agrees that the DWS and its duly authorized representatives, shall, until expiration of four years after final payment under the agreement, have access and the right to examine any directly pertinent books, documents, papers and records of the Employer involving transactions related to this agreement.
6. When trainee disciplinary action, suspension or termination appears to be necessary, the site supervisor shall give the DWS Representative notice no later than 2 business days after the action.
7. Any income or profit gained by the Employer as a result of this agreement will remain entirely the property of the Employer and will not be considered program income.
8. The Employer does not have a collective bargaining agreement in effect, which would be impaired by or inconsistent with this agreement. If such an agreement is in effect, written concurrence for this training agreement must be obtained from the union involved before the start of the agreement.
9. The Employer is not currently on the federal government debarment and suspension listing.
10. The Employer will provide a drug-free workplace.
11. Disputes regarding compliance with the nondiscrimination and equal opportunity requirements included in Section 188 of the Workforce Investment Act (WIA), 29 U.S.C. Section 2938 shall be referred to DWS for resolution in accordance with the provisions of those sections. All other disputes arising under this agreement shall be decided as provided by this contract or applicable law.

12. The Employer assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 - a. Section 188 of the WIA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title IC financially assisted program or activity.
 - b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
 - d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
 - e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
13. The Employer also assures that it will comply with 29 Code of Federal Regulations (CFR) Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Employers operation of the WIA Title I-financially assisted program or activity, and to all agreements the Employer makes to carry out the WIA Title I-financially assisted program or activity. The Employer understands that the United States has the right to seek judicial enforcement of this assurance.
14. The periods of access and examinations described above, for records which relate to: (1) appeals under the 'Disputes' clause of this Employer agreement, (2) litigation or the settlement of claims arising out of the agreement performance or (3) costs and expenses of any agreement as to which exception has been taken by DWS or its Controller or any of their duly authorized representatives, shall continue until such appeals, litigations, claims, or exceptions have been disposed of.
15. The Employer agrees to maintain the confidentiality of any information regarding trainees or their immediate families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. With the permission of the trainee, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the agreement and to persons having responsibilities under the agreement, including those furnishing services to the project.
16. In the performance of this Agreement and any related Trainee Agreements, the Employer agrees to provide all trainees with safety and health protection which shall be at least as effective as that required under the Occupational Safety and Health Act of 1970 (29 USC 651 et seq.). All records pertaining to injuries and illness of the trainee shall be maintained in accordance with the provision of CFR Title 29, Part 1904. Failure of the Employer to comply with the provisions of this clause shall be grounds for the termination of this agreement or the invocation of the Debarred, Suspended, and Ineligible Bidders' procedure of the Federal Department of Labor and State of Utah Procurement regulations.
17. In the performance of this Agreement and any related Trainee Agreements, the Employer agrees to provide all trainees with accessibility in compliance with the Americans with Disability Act 1991.
18. The employer hereby assures that the trainee will not displace or partially displace any currently employed employee. The employer verifies that they have not terminated the employment of any regular unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy with the worksite learning trainee. The trainee's position cannot be in a promotional line that infringes in any way on the promotional opportunities of current employees. WIA funds do not impair existing service agreements or result in the substitution of federal funds for other funds in connection with work to be performed. The trainee is not replacing a worker currently on layoff or furlough status.
19. The Employer hereby assures and certifies that to the best of his or her knowledge and ability, no non-allowable activities or expenses will occur under this agreement. Should any disallowed costs occur, the Employer agrees to pay any such disallowed costs:

NON-ALLOWABLE REIMBURSEMENT EXPENSES AND ACTIVITIES:

- a. Cost resulting from violations of, or failure to comply with, federal, state or local laws and regulations.
 - b. Entertainment costs.
 - c. Insurance policies offering protection against debts established by the state/federal government.
 - d. Legal expenses for the prosecution of claims against the State/Federal government.
 - e. The employment or training of trainees in political activities. For any program, "political activities" means any partisan political activity or furthering the election or defeat of any candidate for public office; providing services or assigning personnel supporting or resulting in the identification of programs conducted pursuant to this agreement with (1) any partisan or non-partisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office, (2) any activity to provide voters or prospective voters with transportation or the polls or similar assistance in connection with any such election, or (3) any voter registration activity.
 - f. Legal services furnished by the chief legal officer of state or local governments or staff solely for the purpose of discharging general responsibilities as a legal officer.
 - g. Performance of personal, non-work related duties for the Employer.
20. Considerations for Employers utilizing Payroll Companies:
- a. Payroll Companies - If the site employer uses a company for payroll, the Worksite Learning Agreement is written with the site employer who actually provides the day-to-day supervision and training to the customer. Payments are then made to the site employer. The payroll company is not a party to the contract, although they may be visited to monitor payroll records.
21. Employer payroll records (including pay statements or checkstubs) or DWS Form 353PAID, indicating the pay period, holiday or overtime hours, number of hours worked and hourly rate of pay must be submitted to DWS by the 5th day of the month for the previous month's hours worked. DWS does not guarantee payment if submitted more than 30 days after the last day of the month. In order to meet fiscal year end requirements, for hours worked during the month of June, payroll records or Form 353PAID must be submitted no later than the 15th of July. Reimbursements to the Employer for more hours than actually worked by the trainee must be refunded to DWS.
22. Reimbursement shall be made only for the actual number of hours worked by the trainee for whom the Employer paid wages. The employer will not be reimbursed for any overtime hours. The employer will be responsible to pay any overtime wages. No reimbursement shall be made for work performed prior to the start date of the agreement, for work performed beyond the end date of the agreement, for holiday or sick pay, nor for periods of work stoppage.
23. In the event that a trainee terminates his or her employment with the Employer during the prescribed training period, regardless of whether the termination was voluntary or involuntary, payment to the Employer shall be made only for the actual number of hours worked by the trainee.
24. The Employer can terminate this agreement for any reason and without notice.

ADDITIONAL TERMS FOR INDIVIDUAL WORKSITE LEARNING OPPORTUNITIES:

1. Employment Internship Opportunity (EIO) Terms

- a. For Youth EIO, the employer will hire the EIO trainee as a temporary employee and pay all taxes and Workers Compensation. The trainee will be paid by the employer's payroll. DWS will reimburse the employer for 100% of the gross wage. The wage reimbursement will be issued monthly upon receipt of the payroll record or Form 353PAID. Due to the cost of training the EIO trainee, additional compensation will be paid at the end of the EIO for supervision and training costs incurred based upon the following schedule. For each thirty day period that the trainee is employed, the employer will be paid a training/supervision payment in the amount of \$150.00, with a maximum amount of \$450.00.

<u>Trainee is Employed:</u>	<u>Employer is Paid:</u>
1 to 30 Calendar Days	\$150.00
31 to 60 Calendar Days	\$300.00
61+ Calendar Days	\$450.00
Maximum Payment: \$450.00	

- b. For Special Projects EIO, additional information will be provided by the DWS Representative.
- c. The trainee must be reported as a new hire to Unemployment Insurance. Wages paid to the trainee while participating in the EIO are not subject to UI contributions.

- d. The employer will not pay the trainee less than other employees with similar training, experience, and skills.
- e. If form 353PAID is being used to calculate reimbursements completion of the supervisor evaluation section of Form 353PAID and discussion between the Employer and the trainee regarding trainee progress will occur at the same time as submission of Form 353PAID to DWS.

2. On-the-Job Training (OJT) Terms:

- a. The Employer intends to provide permanent employment and to maintain hours and wages beyond the agreement period. For current Trade Act trainees, the Employer will continue to employ the trainee for at least 26 weeks after completing the training, if the trainee desires to continue such employment and the Employer does not have due cause to terminate such employment.
- b. Employers new to OJT's must successfully retain the initial OJT trainee(s) before additional OJT's can be contracted. Successful retention is defined as the customer(s) remaining employed in the third quarter after the Worksite Learning Agreement ends with wages, benefits and conditions equal to those provided to regular, similarly-situated employees.
When successful retention has not been satisfied, additional OJT's are allowable under the following conditions:
 - 1. Termination of the first customer occurred due to good cause.
 - 2. The customer has maintained employment, but the employment duration has not yet met the third quarter after the Worksite Learning Agreement ends.
- c. The Employer will provide benefits and working conditions equivalent to those of regular employees, including provide workers compensation insurance and pay the full unemployment tax. The trainee will be compensated at the highest of the federal minimum wage or the prevailing wage rate of similarly situated employees, including periodic increases.
- d. OJT agreements (or placements) must be for full-time employment. The Employer can determine the definition of full-time employment, but it must not be less than 32 hours per week.
- e. The Employer agrees that the receipt of these OJT funds will result in an increase in employment and training opportunities and will not impair existing service agreements or result in the substitution of federal funds for other funds in connection with work to be performed.



State of Utah
Department of Workforce Services
**WORKSITE LEARNING WORK EXPERIENCE AND YOUTH
UNPAID INTERNSHIP EMPLOYER AGREEMENT**

PLEASE USE A
BLACK BALL POINT PEN
TO COMPLETE FORM

This agreement sets guidelines for employers participating in Department of Workforce Services (DWS) Worksite Learning opportunities. By signing this agreement the employer has read, understands and accepts the standard assurances and agreements for the Worksite Learning as well as the specific opportunities **selected**.

Please select the Worksite Learning Opportunities from the list below.

- Youth Unpaid Internships
- Work Experience

EMPLOYER

- Private / For-Profit
- Public / Non-Profit / Faith-Based

Name: CEDAR CITY CORPORATION

Address: 10 NORTH MAIN ST
CEDAR CITY, UT 84720-2635

FEIN #: 876000215

DWS Workers Compensation Number: 1636310

Contact Person: _____

Phone #: _____

Fax #: _____

Employer Representative Signature/Title Date

DWS Representative Signature/Title Date

This Employer Agreement is effective for one year from the signature date.

Equal Opportunity Employer Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling (801) 526-9240. Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

DEPARTMENT OF WORKFORCE SERVICES (DWS) ASSURANCES AND AGREEMENT TERMS:

Links to Federal and State requirements may be found at <http://jobs.utah.gov/employer/resource/>

1. DWS will provide Workers Compensation medical-only coverage for trainees.
2. DWS can terminate this agreement for any reason by giving the other party 30 days notice of its intent to terminate.

EMPLOYER ASSURANCES AND AGREEMENT TERMS:

1. The Employer understands the purpose of the selected Worksite Learning opportunity and is willing to participate.
2. The Employer operates from a physical location in the State of Utah. The Employer's business reputation and stability in the community is in good standing. The Employer has adequate equipment, materials, and staff to train in the agreed occupation. The Employer will comply with all applicable federal, state and local laws, rules, and regulations.
3. Trainees with immediate family members working for the employer may still participate if the family member:
 - a. will not supervise the trainee,
 - b. will not sign time sheets or paychecks for the trainee,
 - c. does not own the company or an interest in it, and
 - d. does not, in any way, benefit from the trainee's training.
4. Except under unusual circumstances, an employer will notify DWS prior to taking disciplinary action against a trainee.
5. The employer will submit the DWS Worksite Learning Attendance and Evaluation Form (353), which indicates the trainee's hours of participation at the worksite.
6. Any income or profit gained by the Employer as a result of this agreement will remain entirely the property of the Employer and will not be considered program income.
7. The Employer does not have a collective bargaining agreement in effect, which would be impaired by or inconsistent with this agreement. If such an agreement is in effect, written concurrence for this training agreement must be obtained from the union involved before the start of the agreement.
8. The Employer is not currently on the federal government debarment and suspension listing.
9. The Employer will provide a drug-free workplace.
10. Disputes regarding compliance with the nondiscrimination and equal opportunity requirements included in Section 188 of the Workforce Investment Act (WIA), 29 U.S.C. Section 2938 shall be referred to DWS for resolution in accordance with the provisions of those sections. All other disputes arising under this agreement shall be decided as provided by this contract or applicable law.
11. Trainees under 18 years of age will not be employed or trained in any occupation that has been found to be particularly hazardous for persons between 14 and 18 years of age (a partial list of such occupations is published in 29 CFR 570 et seq.).
12. The Employer agrees to maintain the confidentiality of any information regarding trainees or their immediate families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. With the permission of the trainee, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the agreement and to persons having responsibilities under the agreement, including those furnishing services to the project.
13. In the performance of this Worksite Learning Employer Agreement and any related Trainee Agreements, the Employer agrees to provide all trainees with safety and health protection which shall be at least as effective as that required under the Occupational Safety and Health Act of 1970 (29 USC 651 et seq.). All records pertaining to injuries and illness of the trainee shall be maintained in accordance with the provision of CFR Title 29, Part 1904. Failure of the Employer to comply with the provisions of this clause shall be grounds for the termination of this agreement or the invocation of the Debarred, Suspended, and Ineligible Bidders' procedure of the Federal Department of Labor and State of Utah Procurement regulations.
14. In the performance of this Worksite Learning Employer Agreement and any related Trainee Agreements, the Employer agrees to provide all trainees with accessibility in compliance with the Americans With Disability Act of 1991.
15. Hiring and/or training the trainee will cause no displacement, infringement on promotional opportunities, or other adverse effect on currently employed workers. The trainee is not replacing a worker currently on layoff or furlough status. WIA funds do not impair existing service agreements or result in the substitution of federal funds for other funds in connection with work to be performed.

16. Trainee's participation may not exceed a forty-hour workweek.
17. The employer will not pay wages to the trainee.
18. Except in cases of gross negligence, or willful misconduct, the employer will hold DWS harmless for any liability or damages arising out of the performance of this agreement.
19. The Employer can terminate this agreement for any reason by giving the other party 30 days notice of its intent to terminate.

**CEDAR CITY COUNCIL
AGENDA ITEM 3**

DECISION PAPER

TO: Mayor and City Council

FROM: Russ Volk

DATE: February 19, 2014

SUBJECT: Cedar City Airport Rates

RECOMMENDATION: Consider the proposed changes to the Airport Rate and Fee Schedule

DISCUSSION: The airport has the desire to establish a new rate and fee structure for Specialized Flight School Operator (SASO) businesses who desire to conduct a commercial aviation flight school business on the airport.

The proposed rates and fees are to ensure that any additional airport expenses due to the presence of the SASO business will be recovered through the new rate structure.

The Airport Board has considered this matter at two different board meetings. The recommendations of the Airport Board along with internal consultations with City Personnel have resulted in the proposed rate structure.

At the recommendation of the Airport Board, the proposed rates and fees will be reviewed again in April 2014, utilizing data provided by the Airport Manager on a more accurate calculation of the expenses at the airport.

Any fees approved by the City Council are to be retroactive to 1 Sept 2013.

Cedar City Airport Rates

Revenue Source	Rate	Comments
Terminal Space sq ft		
Main Floor - Lobby	\$1.15 /s.f./mo	Skywest, Rental Car Counters
2nd Floor	\$0.71 /s.f./mo	TSA (Set by GSA)
Passenger Facility Charge	\$4.50	Per Enplanement - Set by FAA
Rental Car Concession Fee	10 % gross	
Tie Down / Overnight Parking Fee		
Daily	\$10.00	First night free
Monthly	\$35.00	
Annual	\$300.00	
Land Leases		
Raw Land	\$0.09 /s.f./yr	
Airside Paved Apron	\$0.25 /s.f./yr	
Survey Fee	\$500	Non Refundable
Hangar Leases		
FedEx	\$ 391.25 /mo	
Heli-Venture	\$ 214.89 /mo	
T-Hangars	\$ 120 /mo	
State Fuel Tax	\$0.03 / Gal.	Set by State
Fuel Storage		
per gallon per calendar year	\$0.05 / Gal.	
Government contract Helicopter or SEAT with fuel on airport not purchased from FBO.	\$0.30 / Gal.	Paid to FBO by aircraft operator per Airport Manager direction. FBO to apply gals to the above rates and pay airport.
Landing Fees		
BLM - Hvy Tankers > 12,500lbs	\$75.00	
BLM - SEAT < 12,500 lbs	\$15.00	
General Aviation	n/a	No Charge
Commercial Aviation	\$.50 / 1000 lbs Max Take Off Weight	Commercial Airlines, Charter Operations, Cargo Operations
SASO Flight School Operator Fees		Operator must select between monthly or per landing rate. Reviewed annually
Fixed Wing	\$.50 per landing	
Helicopter/Rotorcraft	\$7.50 per landing	or
	\$1250 per month	Rate based on up to 10 helicopters. Each additional helicopter is 10% of monthly fee per month.
FAA Leases		
SSC	\$ 4624.92/mo	(Set by GSA)
Sno-Cat Garage	\$ 850 /mo	(Set by GSA)
Hazardous Waste Spill	\$250	Airport portion only
Construction Clean up Fee	\$1,000	Refundable
SASO Initial Application/Annual License Fee	\$100	Non Refundable
FBO Initial License Application Fee	\$500	Non Refundable

**Memorandum of Understanding
Iron County Restaurant Tax Board
2014 Project Funding Program**

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

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

WHEREAS, the Cedar City Leisure Services has been qualified by the Iron County Restaurant Tax Advisory Board to receive \$9,300 for the renovation at Cedar Ridge Golf Course;

NOW THEREFORE, be it resolved that the Iron County Restaurant Tax Board and Cedar City Leisure Services, hereby enter into a private/public partnership in the amount of \$9,300.

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

- 1. 50% of the approved amount of \$9,300 will be paid upon receiving the signed MOU and an invoice for that amount from the applicant no earlier than 60 days prior to the project start date; the remaining 50% being paid upon completion of the project and submission of the required vendor receipts.

The Cedar City Leisure Services agrees to the following:

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

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

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

Agreed to this on the _____ day of _____, 2014

By:



Maria Twitchell
Executive Director
Iron County Tourism Bureau

Dan Rogerson
Cedar City Leisure Services Representative

Please return one signed copy to:

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

CEDAR CITY COUNCIL
AGENDA ITEM 5

DECISION SHEET

TO: Mayor and City Council
FROM: Robert D. Allinson
DATE: 14 February 2014

SUBJECT: Allow Mayor to Sign Memorandum of Understanding (MOU) with the Utah Attorney General's Internet Crimes Against Children Investigative Division (ICAC) for Joint Investigation of Internet Crimes Against Children.

DISCUSSION: Through grant funding, the Department of Justice, Officer of Juvenile Justice and Delinquency Prevention (OJJDP) has created ICAC Task Force Programs nationwide for the investigation of internet crimes against children. The national ICAC program assists state and local law enforcement agencies develop an effective response to cyber enticement and child pornography cases. This program is administered by the Utah Attorney General's Office. They have a task force in the Salt Lake area comprised of law enforcement officers from various agencies along the Wasatch Front.

We have the opportunity to become an affiliate with the Utah ICAC Task Force by signing a memorandum of understanding (MOU). By being an affiliate member, we will have access to grant resources, their training, computers, software and conduct joint operations to investigate these crimes in our community. We currently do not have officers with the training, skills nor equipment to do so.

The purpose of this MOU is to formalize the working relationship and to adhere to operation and investigative standards to ensure the successful investigation and prosecution of these crimes.

The MOU is attached for your review.

MEMORANDUM OF UNDERSTANDING

Utah INTERNET CRIMES AGAINST CHILDREN TASK FORCE and the Cedar City Police Department

PARTIES

The Office of the Utah Attorney General is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to enforce laws regarding Internet crimes against children (ICAC), and the Office utilizes this grant to administer and operate the ICAC Task Force.

This Memorandum of Understanding (MOU) is entered into by the Office of the Utah Attorney General and the Cedar City Police Department.

OVERVIEW / MISSION STATEMENT

OJJDP has created the ICAC Task Force Program, which is a national network of state and local law enforcement cybercrime units. The national ICAC program assists state and local law enforcement agencies develop an effective response to cyber enticement and child pornography cases. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases.

The mission of the Utah Attorney General's ICAC Task Force therefore is to: (1) properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers; (2) provide training and equipment to those involved in investigating and prosecuting ICAC; and (3) provide community education regarding the prevention of ICAC.

PURPOSE

The purpose of this MOU is to formalize the working relationship between the Cedar City Police Department, and The Utah Attorney General's ICAC Task Force, as well as to delineate the responsibilities and expectations of the relevant parties. By signing this MOU, the Cedar City Police Department agrees to join the ICAC Task Force for the primary purpose of vigorously and properly investigating crimes against children that occur in some relationship with the

internet or other electronic media devices. By becoming an affiliate with the Utah ICAC Task Force, the Cedar City Police Department will benefit from grant resources, joint operations, and training opportunities. By entering into this MOU, the Utah Attorney General's ICAC Task Force will benefit from the investigative support from the Cedar City Police Department.

INVESTIGATIONS

All ICAC investigations will be conducted only by sworn law enforcement investigators and in a spirit of cooperation with other Utah Attorney General's ICAC task force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards (attached). Violation of the ICAC operational standards is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency.

CEDAR CITY POLICE DEPARTMENT

Only sworn Cedar City Police Department will conduct undercover ICAC investigations. Each investigator involved with undercover operations shall receive ICAC training prior to initiating proactive investigations. This training can be received through ICAC National approved trainings and/or training programs through the Utah ICAC Task Force.

Conduct reactive investigations, including investigations of child pornography, CYBERTIP referrals from NCMEC, Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

When requested, provide agents assigned to the Utah ICAC Task Force access to ICAC investigative files including, computer records, in order to ensure compliance with all national ICAC standards. The Utah ICAC Task Force will also provide case file information when requested to the Cedar City Police Department.

The Cedar City Police Department is responsible to provide all affiliate ICAC investigators with a secured work area with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under control of investigators assigned to ICAC cases through the Cedar City Police Department and their affiliates, with restricted access to authorized personnel only.

Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC and affiliate Task Forces.

SUPERVISION

The Cedar City Police Department will be responsible for the operational supervision, administrative control, and personal and professional conduct of the officers and agents assigned to ICAC cases in their area. ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

LIABILITY

The Cedar City Police Department is responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents or employees that occur within the scope of their official duties.

REPORTING STATISTICS

Using a form provided by the Office of the Utah Attorney General, the assigned Cedar City Police Department ICAC officer(s) shall submit monthly statistics to the Utah Attorney General's ICAC Commander on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the **10th** day of each month, and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided.

In addition, a breakdown of basic case data shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by the assigned Cedar City Police

Department ICAC officer(s). The Office of the Utah Attorney General will then be responsible for all required reporting to OJJDP and the State of Utah.

TRAINING & EQUIPMENT

The Cedar City Police Department shall make investigators designated as Task Force members available for applicable specialized training provided through the national ICAC program, the Utah ICAC Task Force and other appropriate training programs. The Office of the Utah Attorney General will review training requests as they relate to National ICAC programs. The Cedar City Police Department will be required to pay the normal salary of their staff member(s) while they are attending the training. The Cedar City Police Department can apply for a hardship scholarship with the Office of the Utah Attorney General to include per diem costs, hotel costs and transportation to and from the approved ICAC training. The Cedar City Police Department can also apply for a hardship scholarship with the Office of the Utah Attorney General to buy needed equipment such as computer(s).

CONFIDENTIALITY

It is understood that any confidential information pertaining to investigations of Internet Crimes Against Children will be held in the strictest confidence, and will only be shared with participating ICAC Task Force members, ICAC affiliates and/or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

EFFECTIVE DATE

This agreement shall be effective on February 5, 2014 and continue until such time as the agreement is canceled by either party upon written notice delivered to both agency directors.

Entered into this ____ day of _____, 2014.

Chief Bob Allinson, Cedar City Police Department

Chief Ken Wallentine, Utah AG Law Enforcement Div.

CEDAR CITY COUNCIL
AGENDA ITEM 6e

DECISION SHEET

TO: Mayor and City Council
FROM: Robert D. Allinson
DATE: 14 February 2014

SUBJECT: Change Animal Control Ordinance to Allow Cat Foster Care Program

DISCUSSION: Animal control and Project Review was approached by a resident wanting to help with the adoptions of cats by having a foster care program that she operates out of her home. She is in an R-1 zone.

Our goal is to adopt as many adoptable cats as possible in an attempt to reduce the euthanization of cats. We support this concept of a cat foster care program which would consist of allowing a limited number of cats to become “socialized”, by having them live in a home structured environment at a residence within the city limits. We believe this will increase the chances of cats being adopted as our facility is not that conducive or inviting nor do we have the space to house adoptable cats for extended periods of time.

In order to have this program, we would need to change our animal control ordinance and possibly the zoning ordinance. We are also concerned about regulating these facilities and not “swinging that door too wide” in which we allow too many of these without the proper oversight.

Below are the changes I suggest be made in the Animal Control Ordinance (Chapter 11). Our current Animal Control Ordinance states:

SECTION 11-1V-1 Required Permits and Licenses

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

SECTION 11-1V-2 Kennel Permits

- (A) It shall be unlawful for any person to own, keep or maintain more animals than allowed under Chapter 26, Cedar City Ordinances and never more than two (2) dogs and/or two (2) cats at any one residence, place of business, or undeveloped lot, unless that person is in possession of a Kennel Permit, or the animals are offspring less than four (4) months of age not to exceed two litters under the age of four (4) months old at any one time.

- (B) In addition to any requirements of this Chapter, holders of Kennel Permits must comply with any limitations set by Chapter 26, Cedar City Ordinances.
- (C) Any person conducting, operating, or maintaining a kennel shall pay to the Division of Animal Control an annual fee as established by Council Resolution for each calendar year that the kennel is in operation. All kennels are subject to inspection without notice

We would like to add a Section 11-IV-4 (Section 11-IV-3 is Breeder's Permit), titled Cat Foster Care Permit to read as follows:

SECTION 11-IV-4

A resident may apply with the Division of Animal Control for a permit to operate a Cat Foster Care Program to promote the adoption of cats from the animal control shelter. The requesting resident must make application and comply with the following regulations:

- The Cat Foster Care program is a non-profit cat adoption program.
- All cats involved in the Cat Foster Care program will come from the Cedar City Animal Shelter.
- Cedar City Animal Control adoption fees and adoption paperwork will still be required upon the adoption of a cat from the Cat Foster Care program.
- Monthly checks of a person(s) residence involved in the Cat Foster Care Program will be conducted by staff from the Cedar City Animal Shelter to insure all policies are followed and that all cats are cared for.
- No more than five (5) cats over six (6) months old will be allowed.
- No more than two (2) litters with a nursing mother or not more than one (1) litter without a nursing mother will be allowed.
- Those person(s) involved in the Cat Foster Care program will be allowed to have two (2) additional animals of their own as personal pets.
- Background checks will be conducted on any person(s) involved in the Cat Foster Care program.
- The Cedar City Animal Shelter will be notified of any health related issues associated with cats involved in the Cat Foster Care program.