

Mayor

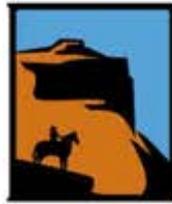
Robert Houston

City Manager

Joseph Decker

Treasurer

RaeLene Johnson



KANAB
— UTAH —

City Council

Brent Chamberlain

Cheryl Brown

Kirt Carpenter

Joe B. Wright

Kent Burggraaf

KANAB CITY COUNCIL
March 25th, 2014
76 NORTH MAIN, KANAB, UTAH

NOTICE is hereby given that the Kanab City Council will hold its regular council meeting on the 25th day of March, 2014, at the Kane County Commission Chambers at the Kane County Courthouse at 76 North Main, Kanab, Utah. The Council Meeting will convene at 6:30 p.m., and the agenda will be as follows:

6:30 Work Meeting

1. Discussion on adding a High School Ambassador as a member to the Library Board
2. Presentation from Hinton Burdick on the FY 2012-2013 budget year Audit
3. Discussion on Codification with Sterling Codifiers
4. Discuss Building use Policy
5. Presentation from ADOT on progress of HWY 89 south of Page
6. Discuss Airport Options
7. Discuss Public Defender RFP

Business Meeting

1. Call to Order and Roll Call
2. Approval of Agenda
3. Approval of minutes of previous meeting
4. Approval of Accounts payable vouchers
5. Public Comment Period – Members of the public are invited to address the Council. Participants are asked keep their comments to 3 minutes and follow rules of civility outlined in Kanab Ordinance 3-606
6. Approval of Interlocal Agreement for Kanab City Building Inspections between Kanab City and Kane County
7. Closed Session:
 - Discuss the character, professional competence, or physical or mental health of an individual.
 - Discuss pending or reasonably imminent litigation.
 - Discuss the purchase, exchange, or lease of real property.

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

– A Western Classic –

**KANAB CITY COUNCIL MEETING
MARCH 11, 2014
KANE COUNTY COMMISSION CHAMBERS**

PRESENT: Mayor Robert Houston, Council Members Kirt Carpenter, Cheryl Brown, Kent Burggraaf, and Brent Chamberlain, City Manager, Joe Decker and City Treasurer RaeLene Johnson. Council Member Joe B. Wright excused.

WORK MEETING: Mayor Houston presented a certificate of appreciation to Jack and Jan Gisler thanking them for their 12 years of service to Kanab City and Kane County. The people of Kanab appreciated their dedicated service and time that was spent in our behalf. They will be greatly missed. Mr. Gisler said he enjoyed his time here. He felt that the volunteers and businesses have a tremendous network. He was very impressed.

Mayor and Council reviewed the agenda items. He reviewed the assignments for the Council. He also updated the Council on the new policy of Accounts Payable, and each Council Member reviewing the invoices over their department. Mayor Houston informed the Council that the Development Committee has been re-activated. This will make it easier for the Planning Commission and the businesses. It will streamline the process. Mayor Houston said he was working on a new way to handle complaints. It was discussed to have Sterling Codifiers codify the City Ordinances. It will cost \$14,000 to do the entire ordinances, and it will take about a year to finish them. After that, every new ordinance that needs codifying will cost \$21 a page.

Mr. Michael East, Chief Executive Officer with South Central Communications, addressed the Council. Kerry Alvey, director of Operations, presented the power point. Mr. East said that South Central will be deploying Fiber Optics to every home, business, school, library, hospital and Government Building. Everyone will have fiber optics accessibility. It will be free to get connected. It will cost approximately \$66.45 per month for residential speed of 50 Megabits per second.

Mayor Houston opened the regular City Council Meeting at 7:21 p.m. Roll call was taken. Everyone was present except Council Member Wright.

Prayer was offered by Pastor Houndshell, and the pledge of allegiance was given.

APPROVAL OF AGENDA: A motion was made by Council Member Carpenter and 2nd by Council Member Burggraaf to approve the agenda. Motion passed unanimously. Council Member Wright absent.

APPROVAL OF MINUTES: A motion was made by Council Member Chamberlain and 2nd by Council Member Brown to approve the minutes of February 25th with corrections. Motion passed unanimously. Council Member Wright absent. A motion was made by Council Member Chamberlain and 2nd by Council Member Carpenter to approve the minutes of the special meeting held on March 7th. Motion passed

unanimously. Council Member Wright absent and Council Member Brown abstained since she was not in attendance at that meeting.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS: A motion was made by Council Chamberlain and 2nd by Council Member Carpenter to approve the accounts payable vouchers in the amount of \$104,990.95. Motion passed unanimously. Council Member Wright absent.

PUBLIC COMMENT PERIOD: Mr. Kelly Stowell representing the Kane County Film Commission informed the Council about the Little Hollywood Shoot Out. There are 8 teams. Classes on film making 101 will be held on Friday and Saturday. There is also the premiere of the All Women Town Council. He encouraged everyone to attend these two events. Mr. Stowell also encouraged everyone to attend their neighborhood caucuses. The Democratic Party is holding their caucus at the same time as their convention sometime in April, and the Republican Party will be holding their caucus on March 20th.

PRESENTATION FROM MARK CRAM OF SIEMENS ON ENERGY STUDY: Mr. Cram gave a power point presentation to review the findings with the energy savings on some of the City's structures. He said that the energy savings would help fund the cost of improvements. Council Member Wright entered. The structures that Siemens was asked to review were city pool, library, street lights and possibly other facilities. The City would get an annual report on the savings. Council Member Chamberlain felt there still was a couple of issues. He didn't think the savings would be enough to install solar at the pool. The street lights are Garkanes, so the City wouldn't receive any savings there. Mr. Cram said that with an Investment Grade Audit, the City would be able to see if there are possible savings. Mayor Houston said that the pumping station for the wells could possibly be another option for savings. The Council directed Staff to go to the next step and look at what facilities would benefit enough savings.

DISCUSS FLOOD CONTROL OPTIONS STARTING IN TOM'S CANYON TO THE KANAB CREEK: Mr. Tom Avant with TC Engineering addressed the Council. He presented an engineer's cost estimate on a storm drain project starting in Tom's Canyon. The total cost for a detention basin, box culvert extensions and a 48" storm drain extension would be \$2,079,368.75. Kanab City employees doing in-kind work and other contributions would total approximately \$815,958.00. The City would qualify for CIB funding because of the emergency of the flooding problem. The proposed grant funding is \$979,149.60 and the proposed loan funding @ 1.5% for 30 years would be \$284,261.15. This makes an annual payment due of \$11,836.40.

PRESENTATION FROM TC ENGINEERING ON ALTERNATIVE WAYS TO HEAT THE SWIMMING POOL: Mr. Tom Avant addressed the Council. He said he had been reviewing different ways to make it affordable to run the pool. He suggested going forward and looking at heat pumps. He said there is a commercial sized heat pump that heats and cools large commercial swimming pools. He feels that the estimated break even time would be two and one half years. It costs the City \$40,000 or more to heat the

pool for less than 4 months of use. Mr. Avant said that he has been looking into grants for the City to help with the heating problems. The Council thanked him for his presentations, and they would review them.

A motion to adjourn was made by Council Member Wright and 2nd by Council Member Carpenter. Motion passed unanimously.

MAYOR ROBERT HOUSTON

RECORDER JOE DECKER

KANAB CITY – KANE COUNTY
INTERLOCAL AGREEMENT FOR KANAB CITY BUILDING INSPECTIONS

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between Kanab City, a municipal corporation, 76 North Main, Kanab, Utah 84741, hereinafter referred to as the “City,” and Kane County, a body politic of the state of Utah, 76 North Main, Kanab, Utah 84741, together with the Kane County Building Department, hereinafter together referred to as the “County.”

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, (the “Act”) permits local governmental units including cities and counties to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and to create a legal entity to more efficiently provide governmental facilities, services and improvements to the general public; and

WHEREAS, all parties are public agencies within the meaning of § 11-13-103(13) of the Act; and

WHEREAS, pursuant to §11-13-202 of the Act, the parties are empowered to engage in joint or cooperative action; provide services that they are each authorized by statute to provide; or to do anything else that they are each authorized by statute to do; and

WHEREAS, this agreement does not: include an out-of-state public agency as a party; provide for either public agency to acquire or construct any new facility or improvement to real property; provide for the acquisition or transfer of title to any real property by either party; require either party to issue bonds; create an interlocal entity; and

WHEREAS, the City desires to employ the services of the Kane County Building Department through the County, to perform building inspections and plan reviews on development in the City upon the terms and conditions set forth herein and the County desires to provide building inspections and plan reviews for the City upon the terms and conditions set forth herein; and

WHEREAS, the parties desire to create this Interlocal Agreement and to reduce their agreement regarding services to be provided to the City by the County to writing;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. No Interlocal Entity Created. This agreement shall not create an Interlocal Entity within the meaning of the Act.

2. Termination. This Agreement may be terminated by the City or the County for any or no reason, thirty (30) days after written notice of termination is delivered to the other party. In the event of termination, the City will be obligated to compensate the County at a daily pro rata rate up to the date of termination of the Agreement.

3. Duration. This agreement shall begin as of the 1st day of March, 2014 and shall continue for an initial period of four (4) months. This agreement may be renewed before the expiration of the initial period. If renewed it will continue for one (1) year and at the conclusion of the first year it will extend automatically for additional one (1) year periods upon the same terms and conditions herein provided, unless either party provides written notice of termination in accordance with section 2. In any event, this agreement shall not extend past fifty (50) years.

4. Building Inspection Services.
 - a. The County, through the County Building Department, shall provide one or more duly licensed building inspectors to conduct residential building inspections, commercial building inspections and building permit plan reviews. The inspections and plan reviews completed by the County shall be conducted in accordance with State law, local ordinances and other applicable regulations.
 - b. A plan review will be conducted upon request from the City and after the City has provided all the necessary documentation for the review. The County may take up to five (5) business days to complete a plan review and deliver a copy of the review to the City. If additional information or documentation is necessary to complete the review the County may go beyond five (5) days.
 - c. A building inspection, residential or commercial will be conducted after the City provides a copy of the building permit and associated plans and documents, and after the builder, contractor, or applicant or applicant's agent contacts the County and schedules an inspection. The County reserves the right not to schedule an inspection within a minimum of twenty four (24) hours after receiving a request for an inspection. The County will schedule an inspection at the earliest available time after the twenty four (24) hours between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding State and Federal Holidays. The

County will deliver a copy of each individual building inspection to the City before the end of business on the next business day following the day of the inspection.

- d. The City will provide appropriate forms to the County for the inspections and plan reviews. All other equipment or supplies necessary to complete the inspections and plan reviews will be provided by the County.
- e. The City will retain the responsibility of providing applications, issuing permits, collecting any applicable fees and retaining any necessary documentation. The County will retain copies of necessary documentation regarding an inspection or plan review up until the time that a final inspection or a final plan review is completed. After completion of each individual project the County will deliver all documents to the City and shall not be required to retain any records except for records that relate to the time that was incurred for each project for purposes of billing.
- f. The City will continue to be the Kanab City Building Official in all relevant and legal respects. Nothing in this agreement shall be construed or interpreted as to mean that the County is in any way the Building Official of the City or that the County retains any of the duties of the Building Official of the City except to perform building inspections as set forth herein.
- g. The City will retain the responsibility to enforce any applicable building code within the jurisdiction of the City. The County will not engage in any enforcement activity. In the event that a violation of state or local law is observed or detected during a building inspection the County will forward that information to the City. The County has no further obligation past notification of the violation.

- 5. Compensation. The City shall pay the County for services provided under this agreement according to the following rates: \$56.40 per hour for residential inspections; \$112 per hour for commercial inspections; \$20 per hour for plan reviews. When computing time for both inspections and plan reviews the county shall 1) charge a minimum of one hour and 2) after the first actual hour, round up to the nearest quarter of an hour. When conducting inspections, the time will begin to accrue when the inspector arrives at the inspection site and end when the inspector is finished and leaves the site. When conducting plan reviews all actual time involved in the project shall be counted. The County shall bill the City once per month for the services

provided the previous month. The City agrees to deliver payment to the Kane County Clerk within thirty (30) days after receiving a bill. Payments not delivered within thirty (30) days after a bill is delivered will begin to accrue interest of 10% per annum and the County may immediately suspend all work under this agreement until payment is made in full.

6. Indemnification. The City and the County agree to indemnify the other party in the event and to the extent that liability arises for one party due to the negligent act or negligent failure to act of the other party.
7. Ownership of Materials. It is agreed that the City shall own all documents which the County prepares pursuant to performance of services under this Contract. The County shall turn over to the City all such documents upon termination of services. However, the County shall be permitted to keep copies of said materials for its own office files for any use which does not deviate from the County's internal record keeping policies or the Utah Government Records Access and Management Act ("GRAMA") and other state laws governing the archiving of public records. The County shall not be obligated to retain any records past the date of a final inspection or final plan review.
8. Non-Assignability. The parties have entered into this agreement on the basis of the qualifications of the County and the particular nature of the services to be rendered by the County. Unless otherwise provided herein, neither party may assign any right or delegate any duty arising under this Contract.
9. Entire Contract. This Agreement constitutes the entire contract between the parties pertaining to the subject matter contained in this Agreement. Except as provided herein, all prior and contemporaneous contracts, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Contract shall be binding unless it is reduced to writing and executed by both parties.
10. Severability. If any section, clause, sentence or portion of this Agreement is declared for any reason to be invalid or unenforceable, the invalidity or unenforceability of such portion shall not

affect the validity of any of the remaining portions and the same shall be deemed to continue in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

11. Other. A copy of this agreement shall be kept on file with the City Clerk and the County Clerk. Both parties agree to publish this agreement in accordance with Utah Code § 11-13-219.

SIGNATURES

IN WITNESS WHEREOF, the parties sign the foregoing Interlocal Agreement through appropriate and authorized representatives on the date first noted above.

For the City:

ATTEST:

Kanab City Mayor

Kanab City Recorder

Approved as to Form and Legal Content:

Kanab City Attorney

For the County:

ATTEST:

Kane County Commission Chair

Kane County Clerk

Kane County Building Official

Approved as to Form and Legal Content:

Kane County Attorney