



**CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Tuesday, October 18, 2016 7:00 p.m.**

Notice is hereby given that the City Council of the City of Cedar Hills, Utah, will hold a **City Council Meeting on Tuesday, October 18, 2016, beginning at 7:00 p.m.** at the Community Recreation Center, 10640 N Clubhouse Drive, Cedar Hills, Utah. This is a public meeting and anyone is invited to attend.

COUNCIL MEETING

1. Call to Order, Invocation given by C. Zappala and Pledge led by David Bunker
2. Approval of Meeting's Agenda
3. Public Comment: Time has been set aside for the public to express their ideas, concerns and comments (comments limited to 3 minutes per person with a total of 30 minutes for this item)

REPORTS/PRESENTATIONS/RECOGNITIONS

4. Alpine School District Assistant Superintendent, Rob Smith to report on and discuss the School District's General Obligation Bond Proposition on the November 8, 2016 General Election Ballot
5. Principal Rhonda Bromley to report on Lone Peak High School

CONSENT AGENDA (Consent items are only those which require no further discussion or are routine in nature. All items on the Consent Agenda are adopted by a single motion)

6. Appointment of Robin Finch to the Cultural Arts Citizens Advisory Committee
7. Minutes from the September 6, 2016 City Council Meeting

CITY REPORTS AND BUSINESS

8. City Manager
9. Mayor and Council

SCHEDULED ITEMS

10. Discussion on Workers Compensation Insurance Compliance related to Subcontractors and Vendors
11. Discussion on W-9/1099-Misc Tax Form Requirements
12. Review/Action on the Phasing Plan for Lakeshore Trails Subdivision
13. Review/Action on Canyon Road Interlocal Agreement with Utah County and Pleasant Grove City
14. Discussion on Arguments in Favor of and Against the Cedar Hills CARE Tax Proposition #6 on the November 8, 2016 General Election Ballot (public comment will be allowed for this agenda item)
15. Motion to go into Closed Session pursuant to Utah State Code 52-4-205(1)(c) & (e) to discuss pending or reasonably imminent litigation and to discuss the sale of real property.
*** CLOSED SESSION***
16. Motion to adjourn Closed Session and Reconvene City Council Meeting.

ADJOURNMENT

17. Adjourn

Posted this 14th day of October, 2016

/s/ Colleen A. Mulvey, City Recorder

- Supporting documentation for this agenda is posted on the city's website at www.cedarhills.org.
- In accordance with the Americans with Disabilities Act, the City of Cedar Hills will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-785-9668 at least 48 hours in advance of the meeting.
- An Executive Session may be called to order pursuant to Utah State Code 54-4-204 & 54-4-205.
- The order of agenda items may change to accommodate the needs of the City Council, the staff, and the public.
- This meeting may be held electronically via telephone to permit one or more of the council members to participate.



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	10/18/2016

City Council Agenda Item

SUBJECT:	Discussion on Workers Compensation Insurance Compliance for Subcontractors and Vendors
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	David Bunker
BACKGROUND AND FINDINGS: A discussion by the City Council, staff, committee members and invited experts should be held regarding the requirements by the Workers Compensation Fund regarding the submission of proof of insurance for subcontractors and vendors for various activities and services provided to the city. The City of Cedar Hills has been audited for the past three successive years for insurance compliance. The city has continued to reduce the potential insurance exposure incurred from these activities. Although staff has improved the process for collecting evidence of insurance for vendors and services, this remains an audit finding by Workers Compensation Fund. City Council should discuss and determine the level of compliance and associated risk it deems appropriate for these activities and services.	
PREVIOUS LEGISLATIVE ACTION: N/A	
FISCAL IMPACT: A financial impact has been incurred and varies dependent on the number and type of service or activity. Past years premiums were paid on outstanding subcontractor/vendor activities ranging from \$24,678 in 2014 to \$15,810 in 2016. Premiums have historically been assessed at 2.35%.	
SUPPORTING DOCUMENTS: Workers Compensation Regulations.	
RECOMMENDATION: Staff recommends the City Council review the requirements as established by the State of Utah Workers Compensation Fund for proof of insurance for subcontractors and vendors.	
MOTION: No motion is necessary. This is a discussion item only.	

Are Subcontractors Putting You At Risk?

No company wants to expose itself to financial losses. But that's what you do when you work with an uninsured contractor. Under Utah law, you may be responsible for workplace injuries and illnesses suffered by your independent contractors (and their employees) who do not have valid workers compensation insurance.

Before contracts are signed or agreements executed, employers should take a moment to consider how to best reduce liability for workers compensation exposure. In Utah, employers are liable for their own employees who are hurt on the job. In addition, if a subcontractor fails to obtain workers compensation insurance coverage for its employees, the employer becomes the "statutory employer" of the subcontractor and his/her employees.

Common Questions Regarding Workers Compensation Coverage for Subcontractors:

Q. Who is considered our subcontractor?

A. A subcontractor is someone who is awarded a portion of a contract by a contractor. If payment is made to someone to complete a service, they are the equivalent of a subcontractor.

Q. Who is NOT considered our subcontractor?

A. If someone is providing a free service, the City would not require evidence of workers compensation coverage. The City would only be considered the "statutory employer" if we are paying the subcontractor for services.

NOTE: It may not eliminate the need for the subcontractor to obtain such coverage, only that we would not require proof of coverage for the services that they provide, if they are at no cost.

Q. Must all subcontractors have a workers compensation insurance policy?

A. Anyone who employs one or more employees must have a workers compensation policy. A subcontractor with no employees may be eligible for a Workers Compensation Coverage Waiver (WCCW) which allows them to waive their entitlement to workers compensation and occupational disease benefits. The WCCW provides no coverage.

Based on audits that were completed for the City of Cedar Hills, we are 100% responsible for the exposure and premiums associated with subcontractors without valid evidence of workers compensation coverage or a waiver of coverage. We assume the risk AND pay the premium for the subcontractor as if they were our own employee.

For example, the City of Cedar Hills hires a subcontractor. The subcontractor has no workers compensation insurance. One of the employees of the subcontractor is injured while performing work for the City of Cedar Hills and files with the Utah Labor Commission seeking benefits. The subcontractor will be pursued by the Uninsured Employers Fund (UEF). At the same time, the UEF will pursue the City of Cedar Hills for benefits for the injured worker under the "statutory employer" theory. The City of Cedar Hills will most likely be found to be the statutory employer of the injured worker, and will be responsible for both the injury claim and the associated premium.

To decrease your risk:

Require subcontractors to provide proof of workers compensation coverage. Confirm that the policy is current.

OR

Require subcontractors to provide a valid Workers Compensation Coverage Waiver (WCCW) showing that the subcontractor is an independent contractor who has elected not to have workers compensation coverage.

Look at the insurance coverage of all sub-subcontractors hired by the subcontractor as liability may come up the employment ladder to the general contractor.



CITY OF CEDAR HILLS

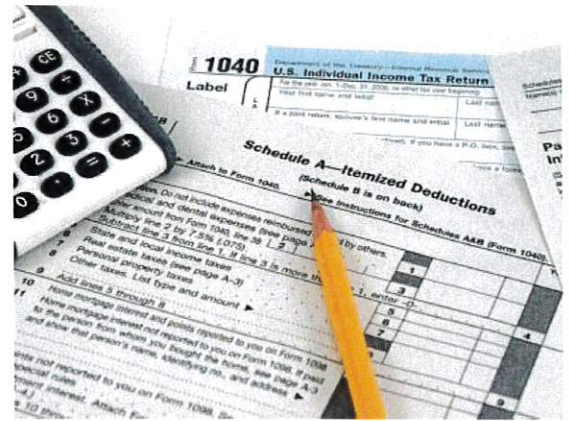
TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	10/18/2016

City Council Agenda Item

SUBJECT:	Discussion on W-9/1099-Misc Tax Form Requirements
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	Charl Louw
BACKGROUND AND FINDINGS:	<p>A discussion on the requirements by the Internal Revenue Service (IRS) regarding the submission of a W-9 for non-employee payments and for reporting purposes to the IRS, such as the 1099-MISC form. As a best management practice, all who receive payment from the City are advised to complete a W-9 form. Only those individuals or companies who receive payment over \$600 are required to have a 1099-Misc filed.</p>
PREVIOUS LEGISLATIVE ACTION:	N/A
FISCAL IMPACT:	N/A
SUPPORTING DOCUMENTS:	W-9 Information documents.
RECOMMENDATION:	Staff recommends the City Council review the requirements as established by the IRS regarding a W-9 tax form and subsequent 1099-Misc income tax forms.
MOTION:	No motion is necessary. This is a discussion item only.

Who needs to fill out IRS tax form W-9?

Anyone who did work for a company but was not an actual employee of that company is required to fill out W-9 federal income tax forms for every company for which they performed non-employee work. W-9 forms are known as “information reporting” federal income tax forms. If the company you performed work for is required to file any kind of tax return they must get your information. If your tax information is not already in their records, they will ask you to file a form W-9 to provide this information.



Who might be asked to fill out a form W-9? Freelancers, for one. Freelancers are brought in to perform work on projects that are short term. This involves work such as writing, research, or graphic design work. They aren't needed full time, as the work will run out. Freelancers are required to fill out W-9 income tax forms.

Another group that uses the W-9 income tax forms to report information to clients is consultants. Consultants come in and advise a company on public relations, cost cutting, or personnel training, among other things. If you've consulted with a company, you are required to fill out W-9 income tax forms for each company you consulted with.

Other independent contractors, such as custodians, landscapers, or repair people must also fill out W-9 income tax forms. This is true even if the work was carried out over a significant period of time. Contractors working with a business for many years still turn in W-9 income tax forms.

These tax forms are also used to help the company avoid backup withholding from the checks they issue to you. As an independent contractor, you are responsible for paying your own taxes. Having a form W-9 on file for you allows companies to show the IRS that they do not owe payroll taxes on the money they paid you.

What is it and how's it used?

A W-9 form is used to collect information about a business, that can be used to complete an informational report for the IRS, such as a 1099-MISC form. The IRS requires companies to report income paid on such a form if they pay a business \$600 or more over the course of a tax year.

As a result, requiring you to complete the form W-9 shows that the person paying you is living up to their end of the bargain with the IRS and that income paid to you will be reported to the agency.



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	10/18/2016

City Council Agenda Item

SUBJECT:	Review Action on phasing plan for Lakeshore Trail Subdivision
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	David Bunker

BACKGROUND AND FINDINGS:

Lakeshore Trails has requested that their plat and the associated improvements be split into two phases. This would allow the developer to post bonds for each phase and receive a bond release as each phase is completed following the inspections, and acceptance by the City Council. Once the performance bond is released, the public improvements will enter the durability phase to ensure quality of work. By allowing the developer to split the Lakeshore Trails project into two phases they will be able to have a portion of the project enter durability, while still being able to make the required improvements in other phases. The required public improvements as required in the approval process are unaltered by the decision to allow the project to be phased. Additionally, Council has allowed other subdivision projects to be phased throughout the City (e.g. The Cedars, Avanyu, Forest Creek, Juniper Heights, Bridgestone, Temple Shadows, Canyon Heights, Apple Blossom, and others).

Phase two of the Lakeshore Trails project will include only Hunters Court. Hunters Court is a four lot cul-de-sac that will be accessed off of Canyon Road (see the provided phasing plan). The developers have already installed the sidewalk along canyon road, and storm drain, water, sewer and irrigation mainline improvements for the phase.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

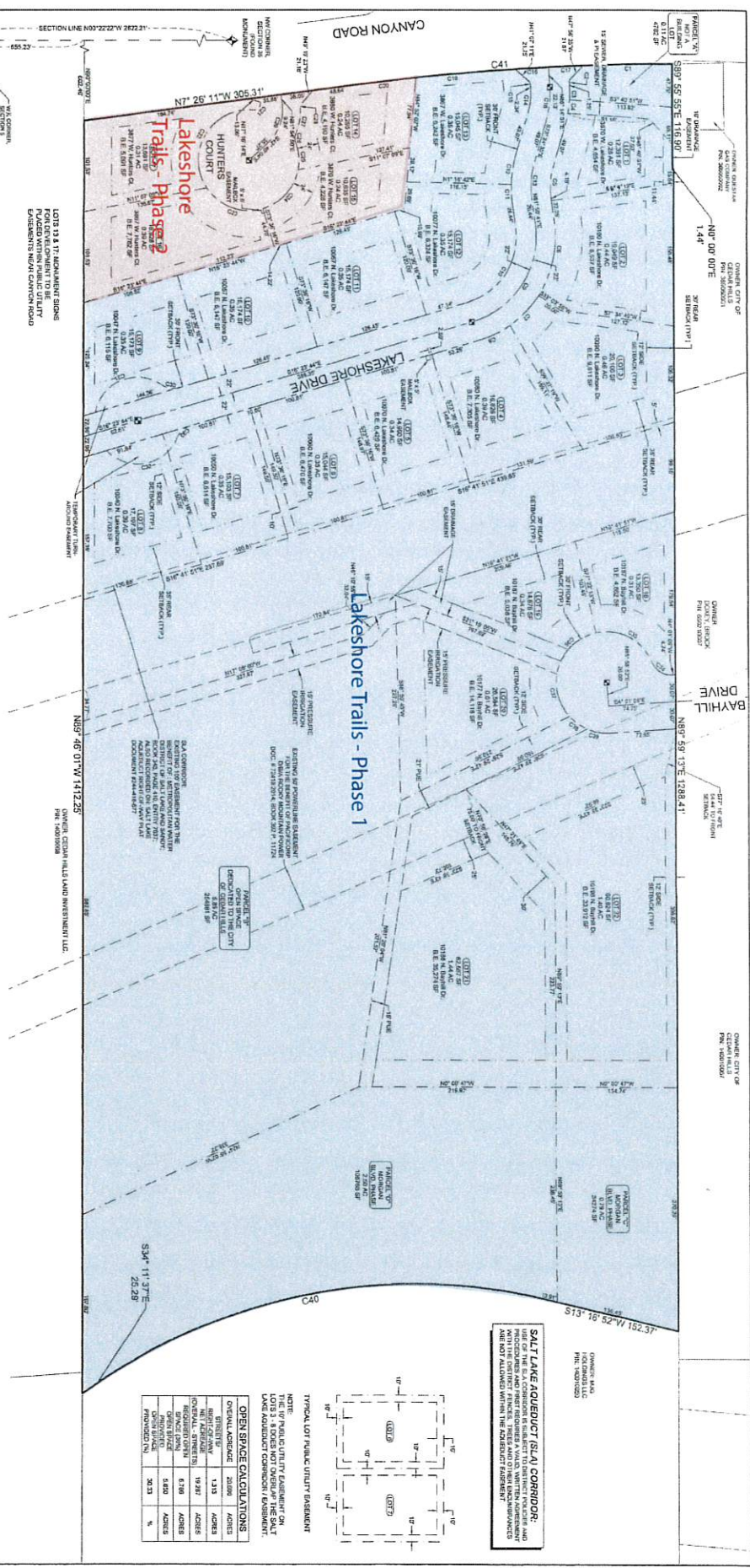
Lakeshore Trails Phasing Plan

RECOMMENDATION:

Staff recommends that Council approve the Lakeshore Trails phasing plan.

MOTION:

To approve/not approve the phasing plan for Lakeshore Trails subdivision, allowing the development and the associated bonds to be split into two phases as shown on the approved phasing plan.



LOT 13 & 14 MONUMENT SIZES PLACED WITHIN PUBLIC UTILITY EASEMENTS NEAR CANYON ROAD

GRADE #	LENGTH	WIDTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	30.12	27.07	181°17'23.74"	29.62	4.98
C2	4.98	11.70	181°17'23.74"	11.86	11.86
C3	15.33	7.90	89°57'51.71"	15.33	15.33
C4	27.49	22.00	175°34'37.81"	27.49	27.49
C5	32.18	19.89	164°44'57.18"	32.18	32.18
C6	48.17	22.00	141°17'19.77"	48.17	48.17
C7	48.17	22.00	31°14'14.14"	48.17	48.17
C8	48.17	22.00	181°17'19.77"	48.17	48.17
C9	142.74	102.00	81°43'32.87"	142.74	142.74

CURVE TABLE

GRADE #	LENGTH	WIDTH	DELTA	CHORD BEARING	CHORD LENGTH
C10	111.34	73.00	81°52'32.87"	111.34	111.34
C11	20.00	19.00	181°17'19.77"	20.00	20.00
C12	20.00	19.00	181°17'19.77"	20.00	20.00
C13	42.19	10.00	81°52'32.87"	42.19	42.19
C14	22.00	19.00	181°17'19.77"	22.00	22.00
C15	4.67	2.00	119°59'59.59"	4.67	4.67
C16	27.07	23.33	175°34'37.81"	27.07	27.07
C17	20.00	20.00	181°17'19.77"	20.00	20.00
C18	102.00	102.00	90°00'00.00"	102.00	102.00
C19	20.00	20.00	181°17'19.77"	20.00	20.00

CURVE TABLE

GRADE #	LENGTH	WIDTH	DELTA	CHORD BEARING	CHORD LENGTH
C20	111.34	73.00	81°52'32.87"	111.34	111.34
C21	20.00	19.00	181°17'19.77"	20.00	20.00
C22	20.00	19.00	181°17'19.77"	20.00	20.00
C23	42.19	10.00	81°52'32.87"	42.19	42.19
C24	22.00	19.00	181°17'19.77"	22.00	22.00
C25	4.67	2.00	119°59'59.59"	4.67	4.67
C26	27.07	23.33	175°34'37.81"	27.07	27.07
C27	20.00	20.00	181°17'19.77"	20.00	20.00
C28	102.00	102.00	90°00'00.00"	102.00	102.00
C29	20.00	20.00	181°17'19.77"	20.00	20.00

CURVE TABLE

GRADE #	LENGTH	WIDTH	DELTA	CHORD BEARING	CHORD LENGTH
C30	111.34	73.00	81°52'32.87"	111.34	111.34
C31	20.00	19.00	181°17'19.77"	20.00	20.00
C32	20.00	19.00	181°17'19.77"	20.00	20.00
C33	42.19	10.00	81°52'32.87"	42.19	42.19
C34	22.00	19.00	181°17'19.77"	22.00	22.00
C35	4.67	2.00	119°59'59.59"	4.67	4.67
C36	27.07	23.33	175°34'37.81"	27.07	27.07
C37	20.00	20.00	181°17'19.77"	20.00	20.00
C38	102.00	102.00	90°00'00.00"	102.00	102.00
C39	20.00	20.00	181°17'19.77"	20.00	20.00

CURVE TABLE

GRADE #	LENGTH	WIDTH	DELTA	CHORD BEARING	CHORD LENGTH
C40	111.34	73.00	81°52'32.87"	111.34	111.34
C41	20.00	19.00	181°17'19.77"	20.00	20.00
C42	20.00	19.00	181°17'19.77"	20.00	20.00
C43	42.19	10.00	81°52'32.87"	42.19	42.19
C44	22.00	19.00	181°17'19.77"	22.00	22.00
C45	4.67	2.00	119°59'59.59"	4.67	4.67
C46	27.07	23.33	175°34'37.81"	27.07	27.07
C47	20.00	20.00	181°17'19.77"	20.00	20.00
C48	102.00	102.00	90°00'00.00"	102.00	102.00
C49	20.00	20.00	181°17'19.77"	20.00	20.00

CURVE TABLE

GRADE #	LENGTH	WIDTH	DELTA	CHORD BEARING	CHORD LENGTH
C50	111.34	73.00	81°52'32.87"	111.34	111.34
C51	20.00	19.00	181°17'19.77"	20.00	20.00
C52	20.00	19.00	181°17'19.77"	20.00	20.00
C53	42.19	10.00	81°52'32.87"	42.19	42.19
C54	22.00	19.00	181°17'19.77"	22.00	22.00
C55	4.67	2.00	119°59'59.59"	4.67	4.67
C56	27.07	23.33	175°34'37.81"	27.07	27.07
C57	20.00	20.00	181°17'19.77"	20.00	20.00
C58	102.00	102.00	90°00'00.00"	102.00	102.00
C59	20.00	20.00	181°17'19.77"	20.00	20.00

CURVE TABLE

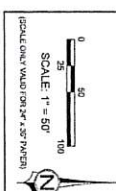
GRADE #	LENGTH	WIDTH	DELTA	CHORD BEARING	CHORD LENGTH
C60	111.34	73.00	81°52'32.87"	111.34	111.34
C61	20.00	19.00	181°17'19.77"	20.00	20.00
C62	20.00	19.00	181°17'19.77"	20.00	20.00
C63	42.19	10.00	81°52'32.87"	42.19	42.19
C64	22.00	19.00	181°17'19.77"	22.00	22.00
C65	4.67	2.00	119°59'59.59"	4.67	4.67
C66	27.07	23.33	175°34'37.81"	27.07	27.07
C67	20.00	20.00	181°17'19.77"	20.00	20.00
C68	102.00	102.00	90°00'00.00"	102.00	102.00
C69	20.00	20.00	181°17'19.77"	20.00	20.00

CURVE TABLE

GRADE #	LENGTH	WIDTH	DELTA	CHORD BEARING	CHORD LENGTH
C70	111.34	73.00	81°52'32.87"	111.34	111.34
C71	20.00	19.00	181°17'19.77"	20.00	20.00
C72	20.00	19.00	181°17'19.77"	20.00	20.00
C73	42.19	10.00	81°52'32.87"	42.19	42.19
C74	22.00	19.00	181°17'19.77"	22.00	22.00
C75	4.67	2.00	119°59'59.59"	4.67	4.67
C76	27.07	23.33	175°34'37.81"	27.07	27.07
C77	20.00	20.00	181°17'19.77"	20.00	20.00
C78	102.00	102.00	90°00'00.00"	102.00	102.00
C79	20.00	20.00	181°17'19.77"	20.00	20.00

CURVE TABLE

GRADE #	LENGTH	WIDTH	DELTA	CHORD BEARING	CHORD LENGTH
C80	111.34	73.00	81°52'32.87"	111.34	111.34
C81	20.00	19.00	181°17'19.77"	20.00	20.00
C82	20.00	19.00	181°17'19.77"	20.00	20.00
C83	42.19	10.00	81°52'32.87"	42.19	42.19
C84	22.00	19.00	181°17'19.77"	22.00	22.00
C85	4.67	2.00	119°59'59.59"	4.67	4.67
C86	27.07	23.33	175°34'37.81"	27.07	27.07
C87	20.00	20.00	181°17'19.77"	20.00	20.00
C88	102.00	102.00	90°00'00.00"	102.00	102.00
C89	20.00	20.00	181°17'19.77"	20.00	20.00

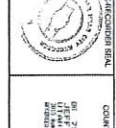
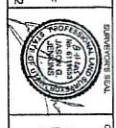


LEGEND

---	BOUNDARY LINE	---	ADJACENT PROPERTY LINE
---	SECTION LINE	---	EASEMENT LINE
---	LOT LINE	---	RIGHT-OF-WAY LINE
---	CENTER LINE	---	BUILDING SETBACK LINE
---	STREET MONUMENT	---	SECTION CORNER

CIVIL SCIENCE
 INFRASTRUCTURE, INC.
 1100 WEST CULTIVATE AVENUE
 SUITE 200
 SALT LAKE CITY, UT 84119
 801-742-7229

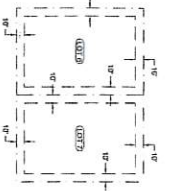
PLAN "A"
LAKESHORE TRAILS
 LOCATED IN THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 4 EAST OF THE 6TH MAIN MERIDIAN, SALT LAKE COUNTY, UTAH



BY: 28 APR 2015 PM 1:42
 I, THE ENGINEER, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF UTAH AND THAT I AM THE DESIGNER OF THE ABOVE PROJECT.

4713 sheet 2 of 2

SALT LAKE AQUEDUCT (SLA) CORRIDOR:
 USE OF THE SLA CORRIDOR IS SUBJECT TO DISTINCT FLOODING AND WITH THE EXISTING FLOODING, THESE ARE OTHER UNDISBURSED AREAS NOT ALLOWED WITHIN THE FLOODPLAIN PROTECTION.



NOTE:
 THE 10' PUBLIC UTILITY EASEMENT ON LOTS 3 & 4 DOES NOT INCLUDE THE SALT LAKE AQUEDUCT (SLA) CORRIDOR.

OPEN SPACE CALCULATIONS

OVERALL AREA	2089	ACRES
NET AREA <td>133</td> <td>ACRES</td>	133	ACRES
NET AREA <td>1939</td> <td>ACRES</td>	1939	ACRES
REQUIRED OPEN <td>639</td> <td>ACRES</td>	639	ACRES
SPACE OPEN <td>580</td> <td>ACRES</td>	580	ACRES
DIFFERENCE <td>59</td> <td>ACRES</td>	59	ACRES
PROVIDED IN <td>30.3</td> <td>%</td>	30.3	%



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	10/18/2016

City Council Agenda Item

SUBJECT:	Review/Action on Interlocal Cooperation Agreement between Utah County and Pleasant Grove and Cedar Hills related to Canyon Road
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	David Bunker
BACKGROUND AND FINDINGS:	
<p>Utah County in cooperation with Cedar Hills and Pleasant Grove cities have been working on an interlocal cooperative agreement to design and construct certain improvements along the Canyon Road corridor. Improvements include roadway re-construction, safety improvements, drainage improvements including installation of curb and gutter and a storm water retention facility, and right-of-way acquisition. The project includes participatory funding from UDOT, MAG and Utah County for a total of \$9,359,000.</p> <p>Utah County will oversee design and construction of the roadway improvement project and shall maintain said improvements for a period not to exceed 30 years from the date of the agreement, after which the roadway improvements and right-of-way will be transferred to the participating cities. During the term of the agreement, the cities shall provide limited maintenance, snow removal, law enforcement, drainage facilities, storm drain facilities, etc. Cities shall also bear costs of roadway widening of future projects if needed along the corridor upon completion of the proposed project.</p>	
PREVIOUS LEGISLATIVE ACTION:	
N/A	
FISCAL IMPACT:	
TBD. Initial funding levels should be set to cover minor maintenance items such as potholes, signage, and snow plowing.	
SUPPORTING DOCUMENTS:	
Interlocal Agreement.	
RECOMMENDATION:	
Staff recommends the City Council review the proposed interlocal cooperation agreement between Utah County and the cities of Cedar Hills and Pleasant Grove.	
MOTION:	
To approve/not approve The Interlocal Cooperation Agreement between Utah County and Pleasant Grove City and Cedar Hills City related to Canyon Road as outlined in said agreement.	

Agreement No. 2016-____

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND
THE CITY OF PLEASANT GROVE AND THE CITY OF CEDAR HILLS RELATED
TO CANYON ROAD**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT made and entered into the ____ day of _____, 2016 by and between Utah County, a political subdivision of the State of Utah, hereinafter referred to as ACounty@ and the City of Pleasant Grove, a political subdivision of the State of Utah, and the City of Cedar Hills, a political subdivision of the State of Utah, hereinafter referred to collectively as AEntities@.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (AAct@), Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of Entities and County and,

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until terminated, but is no longer than 30 years

from the date of this Agreement, at which time the jurisdiction of the right-of-way will transfer from the County to the Entities. Upon jurisdictional transfer of the roadway, County shall no longer be responsible for any liability, maintenance or operational costs of the roadway. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney=s Office and the attorney for each of the other parties to this Agreement. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entitie under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, County, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

Section 3. PURPOSES

This Agreement has been established and entered into between the County and Entities for the improvement and maintenance of Canyon Road (AROAD@) which may include construction of various utility appurtenances that the Entities desire to have the County include in the construction project which will benefit the Entities. Such appurtenances will be at the sole cost of the Entities.

Section 4. PARTIES RESPONSIBILITIES

1. COUNTY shall:

- § Proceed with the project proposed to MAG by Entities up to the \$9,359,000 approved and set aside for the project, which includes the \$3.3M from UDOT and \$1.5M transferred from North County Blvd. County reserves the right to adjust the conceptual design to meet the needs of Entities and the County. Costs above the budgeted amount will be the Entities responsibilities. Entities may, if they choose, place or replace utilities within the roadway prior to the project or as part of the project at their sole expense. Entities may also work with the County and MAG to acquire additional funding for further right-of-way improvements, as long as the total amount contributed from the County does not exceed the \$4.8M (\$3.3M + \$1.5M) identified above.
- § Provide ongoing striping services along roadway including pavement symbols and markings for safe operation of the roadway, excepting those identified to be the Entities responsibility.
- § Provide ongoing pavement maintenance such as surface treatment (chip seal, seal coat, overlays, etc.) as deemed necessary by County for all asphalt pavement and improvements installed with the MAG project funding.
- § Provide to Entities estimated costs, for budgeting purposes, on an annual basis by January 31st each year for any work planned for the roadway during that year.
- § Invoice Entities for items included in this agreement completed during that year annually by October 31st.

- § Provide a Quit Claim Deed to the Entities for the roadway at the termination of this agreement.
- § Be responsible for signal maintenance until road reverts back to Entities
- § Costs for any future project, following the completion of the MAG project referenced in this agreement, which includes roadway widening or which shall increase traffic capacity, shall be negotiated between the parties of this agreement at a future time as part of the future project.

2. ENTITIES shall:

- § Provide snow removal as needed including salting along entire roadway
- § Perform pothole repair as needed
- § Maintain the appropriate signage along roadway to meet MUTCD standards
- § Removal debris from roadway as needed
- § Provide law enforcement along roadway
- § Agree to Quit Claim deed, to the County, any portion of the current right-of-way owned by the Entities.
- § Pay the costs, if any, of the proposed project that exceed the \$9,359,000 budgeted
- § Pay the annual costs of striping crosswalks, school crossings, school area messaging, and any additional striping requested by the cities.
- § Pay the annual costs of pavement maintenance such as surface treatment (chip seal, seal coat, overlays, etc.) as deemed necessary by County for all asphalt widening that occurs along the right-of-way after the completion of the MAG

project. Such maintenance items will be presented to Entities as outlined in Section 4.1

§ Maintain at Entities sole expense, all curb, gutter, sidewalk, and storm drainage facilities associated with the roadway.

§ Accept and properly handle all storm water run-off from the roadway.

§

Comment [MB1]: I put this up in the County section

§ Enter into a utility agreement with County for all existing and future utilities owned and operated by Entities within the roadway. Entities may include utility projects in conjunction with the road project at their expense which would include their proportional cost of design and construction management.

§ During the terms of this agreement, Entities shall require development to secure a permit from the County prior to any approval or construction of improvements within the right-of-way, including access points and require development to widen roadway as needed for completion of the right-of way infrastructure. This will include additional asphalt to meet the design cross section, curb, gutter, sidewalk, and drainage facilities.

§ Remit to County annual costs invoiced by County by December 1st each year.

Comment [MB2]: This is a pretty broad statement. I think we should propose that this item be removed. If widening on Canyon Road is needed, this can be negotiated at that time. That's my opinion.

§ Costs for any future project, following the completion of the MAG project referenced in this agreement, which includes roadway widening or which shall increase traffic capacity, shall be negotiated between the parties of this agreement at a future time as part of the future project.

Section 5. METHOD OF TERMINATION

Comment [MB3]: I put this up in the County section

This Agreement will automatically terminate at the end of its term herein, pursuant to the

provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, either party to this Agreement may terminate the Agreement one hundred eighty (180) days after providing written notice of termination to the other party. If Entities, both cities agreeing, terminate the agreement, the roadway transfer occurs at that time. If County terminates the agreement, Entities and County will negotiate in good faith the value that the Entities will be paid to uphold the full financial responsibility for the right-of-of way and roadway maintenance requirements for the remaining term of the agreement. In the event that the parties cannot agree on the amount, the parties agree to hire a consultant to determine the amount. The parties will each pay half of the cost of the consultant. After reaching an agreement for this amount, upon payment to the Entities the right-of-way will be deeded to the Entities.

Comment [MB4]: How does this sound?

Section 6. INDEMNIFICATION

The Entities and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. ' ' 63G-7-101, et seq. (AGIAU@). Subject to the provisions of the GIAU, the Entities and County agree to indemnify and hold harmless the other party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney=s fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that party, its officers, agents or employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Entities or the County under the GIAU.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County

Clerk/Auditor of County and with the official keeper of records of Entities, and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 9. AMENDMENTS.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court

interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

UTAH COUNTY

Authorized by Resolution No. 2016-____, authorized and passed on the ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
LARRY A. ELLERTSON, Chairman

ATTEST: BRYAN E. THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
JEFFREY R. BUHMAN, Utah County Attorney

By: _____
Deputy County Attorney

CITY OF PLEASANT GROVE

Authorized by Resolution No. _____, authorized and passed on the ____ day of _____, 2016.

By: _____
Mayor

ATTEST: _____
City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

City Attorney

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

By: _____
Mayor

ATTEST: _____
City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

City Attorney



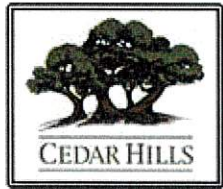
CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	10/18/2016

City Council Agenda Item

SUBJECT:	Discussion on Arguments in Favor of and Against the Cedar Hills CARE Tax Proposition #6
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	David Bunker
BACKGROUND AND FINDINGS: State code 59-1-1605 requires taxing entities placing a tax proposition, i.e. CARE tax or other, on a general election ballot to hold a public meeting, allowing equal time within a reasonable limit for a presentation of the arguments in favor of and against said proposition during the public meeting. The public meeting is not required to be a public hearing.	
PREVIOUS LEGISLATIVE ACTION: Approval of the 2008 CARE Tax proposition.	
FISCAL IMPACT: TBD. May vary year to year. CARE tax revenues and corresponding expenses or associated restricted fund balance are historically approximately \$44,000 annually.	
SUPPORTING DOCUMENTS: CARE Tax Proposition #6 pamphlet.	
RECOMMENDATION: Staff recommends the City Council review the arguments in favor of and against the Cedar Hills CARE tax Proposition #6 and allow the public to have equal time for presentation of arguments for or against the proposition.	
MOTION: No motion is necessary. This is a discussion item only and an opportunity to receive a presentation of arguments in favor or against the CARE Tax proposition.	

City of Cedar Hills
10246 N Canyon Road
Cedar Hills, UT 84062



City of Cedar Hills
VOTER INFORMATION PAMPHLET
for Proposition #6

To be voted on at the November 8, 2016
Utah County General Election

THE OFFICIAL TEXT OF THE CITY OF CEDAR HILLS
PROPOSITION #6 IS AS FOLLOWS:

Shall the City of Cedar Hills, Utah, be authorized to impose a 0.1% sales and use tax within the City to fund botanical, cultural, and recreational organizations or facilities in the City?

For
Against

The arguments for or against a ballot proposition are the opinions of the authors.

October 4, 2016

Dear Cedar Hills Resident:

On November 8, 2016, Cedar Hills voters will have the responsibility to vote on an opinion question entitled Proposition #6 which asks whether or not the City should impose a sales and use tax for Cultural Arts and Recreational Organizations or Facilities (CARE Tax).

This Voter Information Pamphlet has been prepared to help you better understand the issue. It contains arguments for and against the proposition, along with the official text and initial fiscal impact statement. This pamphlet also contains information regarding voter registration, polling locations, absentee and early voting.

Please take the opportunity to study this pamphlet, so that when you go to the polls you will be able to make a sound, intelligent and informed choice on the issue.

Sincerely,

Colleen A. Mulvey, MMC
City Recorder

**VOTER REGISTRATION - ELECTION DAY POLLING LOCATIONS
ABSENTEE AND EARLY VOTING INFORMATION**

You may register to vote by submitting a voter registration form either in person or online with the Utah County Elections Office, 100 E Center Street, Rm 3100, Provo, UT 84606, www.utahcounty.gov.

Your polling location on Election Day may have changed; Cedar Hills now has five voting precincts. If you are unclear where you vote please visit <http://vote.utah.gov>

Absentee Voting – A separate absentee ballot application must be completed, applications are available on the Utah County Elections Office website. The absentee ballot must be requested no later than the Thursday before Election Day.

Early Voting – Early voting will be conducted at various locations throughout the county, beginning on October 25 through November 4, 2016. For early voting hours, and all other general election information, please visit the county's website: <http://www.utahcounty.gov/Dept/ClerkAud/Elections/index.asp>

ARGUMENT FOR PROPOSITION #6

Vote FOR the CARE Tax

Support Cultural Arts, Parks, Recreation and Botanical Programs

On the November 8, 2016 ballot, residents will have the opportunity to authorize a 0.1% “Sales and Use Tax” to be collected for cultural arts, parks, recreation, and botanical use – also referred to as the Cultural Arts and Recreation Tax (CARE Tax). The City of Cedar Hills encourages residents to vote FOR the CARE Tax on November 8th for the following reasons:

- The CARE Tax collects a small portion of all sales generated in the Cedar Hills commercial center to help fund Cedar Hills Cultural Arts, Parks and Recreation programs. By collecting a small sales and use tax in this manner, residents and visitors from other cities who shop in the Cedar Hills commercial center assist in generating funding for programs in our community. Cedar Hills in turn offers surrounding cities the ability to participate in cultural arts and recreation programming.
- CARE Tax funds are used to augment other city funds to provide youth and adults with cultural arts and recreation programming without traveling to other cities, or paying non-resident rates as charged by other cities. The proposed CARE Tax helps keep our tax dollars in our city to be used for Cedar Hills programs.
- Over the past eight years, CARE Tax funds have been utilized by Cedar Hills to successfully fund a variety of recreation and cultural arts programs. Without these funds, some programs and opportunities would not have been possible.

The proposed CARE Tax is supported by the Mayor and City Council because it is a better way to fund parks and recreation, and saves money for Cedar Hills’ residents.

Q. Why should I support another tax?

A. The CARE Tax is an alternative way to help fund cultural arts, parks and recreation. Instead of using only property tax paid only by Cedar Hills’ residents, the CARE Tax will be paid by everyone who shops in Cedar Hills by adding just one cent in sales tax for every \$10 spent.

Q. But won’t I still end up paying more money than I would without the tax?

A. No, we will likely have the same parks, trails, and recreation programs (and the associated costs) either way. The issue is where those funds come from.

Submitted by the City of Cedar Hills

ARGUMENT AGAINST PROPOSITION #6

Vote AGAINST the CARE Tax

It is not the proper role of government to tax and spend money on programs that are not necessities for its residents. The city competes against local businesses for park space and for recreation revenues. There are private businesses that provide many athletic programs that are fully funded by those participating in these programs without the need for taxes collected to pay for these services. The city parks and recreation programs make it harder for these businesses to thrive in Cedar Hills.

There are also private businesses that provide music and dance programs for children in Cedar Hills. These businesses operate without any funding from the government. The city should avoid charging taxes for items that are used by a small percentage of those that benefit from the services provided.

Streets and public utilities are necessities that are used by all residents and are therefore justified for being taxed to all residents. Even parks are used at some time or another by nearly all residents and provide a benefit to the community as a whole. On the other hand, sports programs, and other arts and entertainment programs, are utilized by a small percentage of the population and would be provided by private entities if it were not provided by the local government.

Just as it would be wrong for an individual to force neighbors to all pitch in for a swimming pool that this individual wanted, it is not right for a government to force individuals to "pitch in" for recreational activities. Government funds are a sacred trust and if justification can be used for obtaining funds from tax sources for the purpose of entertainment for a small percentage of the population, then justification can be made for almost any expenditure at the whim of government leaders. Perhaps this type of justification is why taxes are so high and government debt on a national level is so high. We need to take a step back and run our government by principles of the proper role of government. To show that you believe in less government and principles of proper governance, vote "no" on the CARE Tax.

Submitted by Rob Crawley

INITIAL FISCAL IMPACT STATEMENT FOR PROPOSITION #6

The city budget officer estimates the fiscal impact will increase revenues of \$40,000 annually to fund an offsetting expense of the same amount.
