



CEDAR HILLS

CITY COUNCIL MEETING OF THE CITY OF CEDAR HILLS Tuesday, August 6, 2024 6:00 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, August 6, 2024, beginning at 6:00 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, Pledge led by C. Geddes and Invocation given by Mayor Andersen
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)

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)

4. Approval of the minutes from the July 16, 2024 and the July 30, 2024 City Council meetings
5. Approval of Resolution No. 08-06-2024A, appointments to the Beautification, Recreation, Parks and Trails Citizens Advisory Committee

CITY REPORTS AND BUSINESS

6. Mayor and Council, City Manager and Staff

SCHEDULED ITEMS & PUBLIC HEARINGS

7. Discussion on the City Water Use App
8. Review/Action on a Resolution of the City Council of the City of Cedar Hills approving the request proposing the creation of a new School District
9. Review/Action on an Ordinance amending City Code Title 5-1A-9 related to Animals Running at Large
10. Review/Action on the Cedar Hills Drive agreement with Pleasant Grove City
11. Review/Action on the logo for the Verizon Wireless Cell Tower at Harvey Park

ADJOURNMENT

12. Adjourn

Posted this 2nd day of August, 2024

/s/ Colleen A. Mulvey, City Recorder

- Supporting documentation for this agenda is posted on the city website at www.cedarhillsutah.gov.
- 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.
- A Closed Session may be called to order pursuant to Utah State Code 52-4-204 & 52-4-205.
- 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 to permit one or more of the council members or staff to participate.



PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

Please remember all public meetings and public hearings are recorded

- All comments **must** be recognized by the Chairperson and addressed through the microphone.
- Please do not approach the Council/Commission dais without permission from the Chairperson.
- When speaking to the Council / Planning Commission, please stand, speak slowly and clearly into the microphone, and state your name and address for the recorded record.
- Be respectful to others and refrain from disruptions during the meeting. Please refrain from conversation with others in the audience as the microphones are very sensitive and can pick up whispers in the back of the room.
- Keep comments constructive and not disruptive.
- Avoid verbal approval or dissatisfaction of the ongoing discussion (i.e., booing or applauding).
- Exhibits (photos, petitions, etc.) given to the City become the property of the City.
- Please silence all cellular phones, electronic devices or other noise making devices.
- Be considerate of others who wish to speak by limiting your comments to a reasonable length and avoiding repetition of what has already been said. Individuals may be limited to three minutes and group representatives may be limited to five minutes.
- Refrain from congregating near the doors or in the area outside the council room to talk as it can be very noisy and disruptive. If you must carry on conversation in this area, please be as quiet as possible. (The doors must remain open during a public meeting/hearing.)

Public Hearing v. Public Meeting:

If the agenda item is a **public hearing**, the public may participate during that time and may present opinions and evidence for the issue for which the hearing is being held. In a public hearing there may be some restrictions on participation such as time limits.

Anyone can observe a **public meeting**, but there is no right to speak or be heard there - the public participates in presenting opinions and evidence at the pleasure of the body conducting the meeting.

RESOLUTION NO. 08-06-2024A

A RESOLUTION MAKING ASSIGNMENTS TO MEMBERS OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF THE CITY OF CEDAR HILLS, UTAH, TO CERTAIN BOARDS, COMMITTEES, AND ENTITIES.

WHEREAS, the Mayor of the City of Cedar Hills, Utah, desires to make assignments to members of the City Council, staff, and residents to certain boards, committees, and entities; and

WHEREAS, The City Council of the City of Cedar Hills has determined that it would be in the best interest of the community to have councilmember, staff, and resident participation on certain boards, committees, and entities;

NOW THEREFORE, the City Council of the City of Cedar Hills, Utah, resolves to consent and approve the Mayor’s assignments to the Beautification, Recreation, Parks and Trails Citizens Advisory Committee, per the attached document.

PASSED AND APPROVED this 6th day of August, 2024.

CITY OF CEDAR HILLS COUNCIL

By: _____
Denise Andersen, Mayor

VOTING:

Laura Ellison	Yes	No	Absent
Mike Geddes	Yes	No	Absent
Bob Morgan	Yes	No	Absent
Erika Price	Yes	No	Absent
Kelly Smith	Yes	No	Absent

ATTEST:

Colleen A. Mulvey, MMC, UCC
City Recorder

DEPOSITED in the office of the City Recorder this 7th day of August, 2024.

BEAUTIFICATION, RECREATION, PARKS & TRAILS CITIZENS ADVISORY COMMITTEE

Gary Galbraith

Madeleine Galbraith

Haley Reimers

Kristin Madsen

Deann Thomas

Rodney Price



The City of Cedar Hills

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	August 6, 2024

SUBJECT:	Discussion on the City Water Use App
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Melanie Clark, Public Works Assistant

BACKGROUND AND FINDINGS:
 Now that the majority of the secondary meters have been installed, staff is preparing to help residents understand their water use. Public Works Assistant, Melanie Clark, has been working with an app developer on a smartphone application that will allow residents to check real time water usage for both culinary and secondary water. Melanie will present to the City Council on the app and staff will give updates on how to promote and push out the app to residents when it is ready to go live.

PREVIOUS LEGISLATIVE ACTION:
 The development of the application was part of the scope and process for secondary water meter installation.

FISCAL IMPACT:
 N/A

SUPPORTING DOCUMENTS:
 N/A

RECOMMENDATION:
 Be prepared to ask any questions and provide feedback to staff on how to proceed.

MOTION:
 No motion necessary, discussion item only.

ACTION:
 Motion:
 Second:
 Laura Ellison: Yes__ No ___ Abstain __ Absent __
 Mike Geddes: Yes__ No ___ Abstain __ Absent __
 Bob Morgan: Yes__ No ___ Abstain __ Absent __
 Erika Price: Yes__ No ___ Abstain __ Absent __
 Kelly Smith: Yes__ No ___ Abstain __ Absent __

RESOLUTION NO. 08-06-2024B

A RESOLUTION OF THE CEDAR HILLS CITY COUNCIL APPROVING THE REQUEST PROPOSING THE CREATION OF A NEW SCHOOL DISTRICT AND AUTHORIZING THE CITY RECORDER TO SO NOTIFY THE UTAH COUNTY COMMISSION AND THE UTAH COUNTY CLERK

WHEREAS, on or about April 29, 2024, Cedar Hills entered into an interlocal agreement with the cities of Lehi, Alpine, Highland, American Fork, and Draper (collectively, the “*Interlocal Participants*”) for the purpose of submitting for voter approval a measure to create a new school district;

WHEREAS, on or about April 30, 2024, the Interlocal Participants submitted a request (the “*Request*”) to initiate the process of creating a new school district to the Utah County Clerk;

WHEREAS, on or about May 7, 2024, the Utah County Clerk acknowledged receipt of the Request and certified the Request;

WHEREAS, the Interlocal Participants held a joint public meeting on June 18, 2024, to receive the results of a feasibility study conducted by LRB Public Finance Advisors (the “*Feasibility Study*”) which concluded the creation of a new school district is feasible;

WHEREAS, after receiving the Feasibility Study, Cedar Hills entered a public comment period in which the City Council held public hearings on July 16 and July 30, 2024, to receive public comment regarding the Feasibility Study and comments both for and against the creation of a new school district;

WHEREAS, the City Council has also considered written public comment submitted to an online public survey commissioned by the Interlocal Participants;

WHEREAS, the public comment period has ended;

WHEREAS, Cedar Hills has complied in all respects with the procedural requirements of Utah Code 53G-3-301.4; and

WHEREAS, the City Council finds it to be in the best interest of the City and its residents to approve the proposal to create a new school district in accordance with the Request of the Interlocal Participants.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CEDAR HILLS CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Approval of Request Proposing the Creation of a New School District. The Cedar Hills City Council hereby approves the request by the Interlocal

Participants proposing to create a new school district that includes the municipal limits of Cedar Hills City.

Section 2. City Recorder. The City Recorder is directed to send a copy of this Resolution to the Utah County Commission and the Utah County Clerk within five days of its adoption.

Section 3. Severability. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

Section 4. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this 6th day of August, 2024.

CITY OF CEDAR HILLS COUNCIL

By: _____
Denise Andersen, Mayor

VOTING:

Laura Ellison	Yes	No	Absent
Mike Geddes	Yes	No	Absent
Bob Morgan	Yes	No	Absent
Erika Price	Yes	No	Absent
Kelly Smith	Yes	No	Absent

ATTEST:

Colleen A. Mulvey, MMC, UCC
City Recorder

DEPOSITED in the office of the City Recorder this 7th day of August, 2024.



The City of Cedar Hills

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	August 6, 2024

SUBJECT:	Discussion on amendments to City Code Title 5-1A-9 related to Animals Running at Large
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Manager
BACKGROUND AND FINDINGS:	
<p>A resident approached the City Council in the June meeting to ask for clarification to City Code 5-1A-9 as it relates to leash laws. Staff has drafted a proposal for the City Council to discuss and provide feedback on how to proceed. Language in the code was in need of some clarification. Staff will need direction from the City Council on the use of shock collars as a means to control animals while on City streets and trails. See provided draft code for proposed changes.</p>	
PREVIOUS LEGISLATIVE ACTION:	
N/A	
FISCAL IMPACT:	
N/A	
SUPPORTING DOCUMENTS:	
Draft Code 5-1A-9 related to Animals at Large	
RECOMMENDATION:	
To review the proposed changes with the intent of a motion.	
MOTION:	
To approve/not approve Ordinance _____, amending Cedar Hills City Code 5-1A-9, related to animals running at large, subject to the following changes: {LIST ANY NECESSARY CHANGES FOR ADOPTION}	
ACTION:	
Motion:	
Second:	
Laura Ellison:	Yes__ No__ Abstain__ Absent__
Mike Geddes:	Yes__ No__ Abstain__ Absent__
Bob Morgan:	Yes__ No__ Abstain__ Absent__
Erika Price:	Yes__ No__ Abstain__ Absent__
Kelly Smith:	Yes__ No__ Abstain__ Absent__

5-1A-9: ANIMALS RUNNING AT LARGE:

A. It is unlawful ~~for any person owning or having custody, possession, or control of~~ ~~for~~ any animal ~~to allow, either negligently or with specific intent, said animal~~ to be at large at any time within the corporate limits of the city. The owner or custodian of any animal that is at large shall be strictly liable for any violations regardless of the precautions taken to prevent the escape of the animal and regardless of lack of knowledge of the offense at the time it occurs.

B. However, dogs may be at large while participating in field trials and obedience classes organized and sanctioned by recognized dog clubs, while assisting their owner or trainer in legal hunting or in herding of livestock, while assisting a peace officer engaged in law enforcement duties, or while being trained for the above purposes on private land with the permission of the land owner, so long as such dogs are under direct and effective sound or gesture control within sight of such individuals to assure that they do not violate any other provisions of law.

C. Any person who finds an animal at large may take it into his possession and must, within twenty four (24) hours, thereafter notify the city or animal control officer and surrender the animal to the animal control officer upon demand. No such action shall result in a charge against the city. The finder of an animal at large shall use reasonable care to preserve it from injury; however, he shall not be held liable if the animal dies, escapes or injures itself while he is carrying out the provisions of this section, except as occasioned by his own negligence. (2004 Code)

5-1A-1: DEFINITIONS:

ANIMAL UNDER RESTRAINT: Any animal under the control of its owner or custodian by means of a leash or lead, ~~except a dog shall not be considered under control of the owner or custodian unless on a leash or lead~~, confined within a building or vehicle, or otherwise restrained (fence, shock collar, etc.) within the real property limits of the owner or custodian, without access to passers-by.



The City of Cedar Hills

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	August 6, 2024

SUBJECT:	Review/Action on the Cedar Hills Drive agreement with Pleasant Grove City
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Manager
BACKGROUND AND FINDINGS:	
<p>Cedar Hills staff has worked with the staff from Pleasant Grove City to prepare an interlocal agreement for the replacement of a Pleasant Grove City waterline that runs under Cedar Hills Drive. The waterline connects to a wellhouse that PG owns on Cedar Hills Drive. Cedar Hills will begin construction on replacing and upsizing a waterline in Cedar Hills Drive in the coming weeks. While the road is open, PG wishes to upgrade their own line so as to save on costs. Both cities will benefit by splitting the costs associated with both projects, such as engineering and inspections. Cedar Hills will pay for all costs and bill PG for their portion of the work. Pleasant Grove will also be responsible for change orders associated with their portion of the project.</p>	
PREVIOUS LEGISLATIVE ACTION:	
N/A	
FISCAL IMPACT:	
N/A	
SUPPORTING DOCUMENTS:	
Cedar Hills and Pleasant Grove Cedar Hills Drive Waterline Interlocal	
RECOMMENDATION:	
To authorize the Mayor to sign the interlocal with Pleasant Grove	
MOTION:	
To authorize/not authorize the Mayor to enter into an interlocal agreement with Pleasant Grove City regarding waterline construction in Cedar Hills Drive.	
ACTION:	
Motion:	
Second:	
Laura Ellison:	Yes__ No__ Abstain__ Absent__
Mike Geddes:	Yes__ No__ Abstain__ Absent__
Bob Morgan:	Yes__ No__ Abstain__ Absent__
Erika Priice:	Yes__ No__ Abstain__ Absent__
Kelly Smith:	Yes__ No__ Abstain__ Absent__

When recorded Return to:
Wendy Thorpe
Pleasant Grove City Recorder
70 South 100 East
Pleasant Grove, Utah 84062

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CEDAR HILLS AND
PLEASANT GROVE CITY REGARDING THE CEDAR HILLS DRIVE PLEASANT
GROVE WATERLINE PROJECT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is made this ____ Day of _____, 2024, by and between the CITY OF CEDAR HILLS, a political subdivision of the State of Utah (“Cedar Hills”), and PLEASANT GROVE CITY, a political subdivision of the State of Utah (“Pleasant Grove”) situated in the county of Utah with reference to the following facts:

RECITALS:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (Act), 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 Cedar Hills and Pleasant Grove and,

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

WHEREAS, Cedar Hills has an existing Capital Improvement Project that includes roadwork and utility work on Cedar Hills Drive; and

WHEREAS, Pleasant Grove owns and operates a culinary waterline in the Cedar Hills Drive (the “Waterline”); and

WHEREAS, Cedar Hills has hired Bowen Collins and Associates (“Contractor”) to perform the work on their roadway; and

WHEREAS, Pleasant Grove desires to replace the Waterline and use the same Contractor during Cedar Hills’ Capital Improvement Project for such replacement; and

WHEREAS, Pleasant Grove and Cedar Hills will save resources by having the Contractor perform work simultaneously for both Cedar Hills and Pleasant Grove during the Capital Improvement Project.

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

1. Pleasant Grove will pay for all costs associated with the Pleasant Grove Waterline design, inspection, construction, and replacement.
2. Contractor will prepare a Change Order for the additional costs associated with the Pleasant Grove Waterline design, inspection, construction and replacement.
3. Pleasant Grove will approve the Change Order with the additional costs, and Contractor will complete all work necessary to replace the Waterline under the Cedar Hills construction project contract.
4. The estimated fee for said design services is approximately \$47,769.00. The Scope of Work and Fee estimate is attached hereto as Exhibit "A." Pleasant Grove will be solely responsible to pay this amount to Contractor.
5. In addition to those costs set forth in Exhibit "A", Pleasant Grove will also be responsible to pay any additional costs or change order that may be required in Pleasant Grove's replacement of the Waterline or other infrastructure.
6. Notice. Any notice required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or certified mail, postage prepared, at the following addresses:

If to Pleasant Grove: Pleasant Grove City
Attn: City Administrator
70 South 100 East
Pleasant Grove, Utah 84062

With a copy to: Christine M. Petersen, Esq.
70 South 100 East
Pleasant Grove, Utah 84062

If to Grantors: The City of Cedar Hills
Attn: Chandler Goodwin
10246 N Canyon Rd
Cedar Hills, UT 84062

With a copy to: Hyrum J. Bosserman
BENNETT TUELLER JOHNSON & DEERE
3465 E. Millrock Dr., Suite 500
Salt Lake City, Utah 84037

7. [Omitted].

8. Term. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event, longer than 5 years from the execution date.

8. Miscellaneous Provisions.

8.1 This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of Cedar Hills and Pleasant Grove.

8.2 In the event of any controversy, claim of dispute relating to this instrument or breach thereof, the prevailing party shall be entitled to recover from the losing party court costs, expenses and reasonable attorney's fees and costs.

8.3 The use, conditions, and covenants contained herein are intended to run with the land and automatically bind and insure to the benefit of the transferees and successors of each of the parties hereto.

8.4 This Agreement represents the entire agreement of the parties hereto and may be amended only by written instruments duly executed by the parties hereto.

8.5 This Agreement may be executed in identical counterparts. If so executed, each such counterpart shall be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement.

8.6 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.

8.7 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.

8.8 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.

8.9 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 Grantor and Grantee and shall remain on file for public inspection during the term of this Agreement.

8.10 The parties to this Agreement do not contemplate nor intend to establish a separate legal entity 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, Pleasant Grove, 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 Utah State Code requires, and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

8.11 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.

8.12 The Parties are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq. (“GIAU”). Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Parties under the GIAU.

8.13 The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to Pleasant Grove and Cedar Hills. This Agreement is not intended to nor shall it be construed to benefit any third party.

8.14 The Recitals portion of this Agreement constitutes a part of this Agreement.

[Remainder left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first appearing above.

CITY:

PLEASANT GROVE CITY,
a Utah Municipal Corporation

By: _____

Guy L. Fugal, Mayor

ATTEST:

Wendy Thorpe,
City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE LAW:

By: _____

City Attorney

CEDAR HILLS CITY,
a Utah Municipal Corporation

By: _____

_____, Mayor

ATTEST:

Colleen Mulvey, City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE LAW:

By: _____

City Attorney

Exhibit "A"



The City of Cedar Hills

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	August 6, 2024

SUBJECT:	Review/Action on the logo for the Verizon Wireless Cell Tower at Harvey Park
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Manager
BACKGROUND AND FINDINGS:	
<p>The City Council approved the construction of a Verizon Wireless Cell Tower to be located in Harvey Park. The City has the option to put a logo of sorts on the tower. Staff is proposing three alternatives:</p> <p>OPTION 1 - Use an existing Cedar Hills logo OPTION 2 - Use typography that simply says Harvey Park, est. 2019 OPTION 3 - Put no logo on the tower</p> <p>Staff is seeking feedback on which option the City Council prefers. Staff will also attempt to have some mock ups created for the meeting to illustrate the three options.</p>	
PREVIOUS LEGISLATIVE ACTION:	
N/A	
FISCAL IMPACT:	
N/A	
SUPPORTING DOCUMENTS:	
Staff will provide illustrations as part of the meeting presentation	
RECOMMENDATION:	
Provide feedback on how to proceed.	
MOTION:	
To approve the use of Option ___ for the logo for the Verizon Wireless tower to be located in Harvey Park, subject to the following: {LIST ANY CONDITIONS NECESSARY}	
ACTION:	
Motion:	
Second:	
Laura Ellison:	Yes__ No ___ Abstain __ Absent __
Mike Geddes:	Yes__ No ___ Abstain __ Absent __
Bob Morgan:	Yes__ No ___ Abstain __ Absent __
Erika Price:	Yes__ No ___ Abstain __ Absent __
Kelly Smith:	Yes__ No ___ Abstain __ Absent __