CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Tuesday, April 21, 2015 6:00 p.m.
PLEASE NOTE EARLIER START TIME

Notice is hereby given that the City Council of the City of Cedar Hills, Utah, will hold a **City Council Meeting on Tuesday, April 21, 2015, 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, Invocation given by C. Crawley 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)

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. Appointment of April Hancock to the Cultural Arts Citizen Advisory Committee
5. Minutes from the March 17, 2015 City Council Meeting

CITY REPORTS AND BUSINESS

6. City Manager
7. Mayor and Council

SCHEDULED ITEMS

8. Discussion/Review of Request for Qualifications (RFQ) for Legal Services
9. Review/Action on Authorizing the Mayor to sign a contract for Legal Services
10. Review/Action on a Resolution Amending Certain Fees to the Official Fees, Bonds and Fines Schedule, relating to Construction, Plan Review, General Inspection, Gas Line Inspection and Temporary & Permanent Power Inspection Fees
11. Review/Action on a Resolution Adopting the Municipal Wastewater Planning Program
12. Review/Action on Authorizing a Structure Lease Agreement with Vivint Wireless, Inc. to include providing Internet Services
13. Review/Action on Authorizing a Police Service Agreement with American Fork City, to provide Law Enforcement and Animal Control Services

ADJOURNMENT

14. Adjourn

Posted this 17th day of April, 2015 /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:	4/21/2015

City Council
Agenda Item

SUBJECT:	Award of Professional Services Contract for Legal Services
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker, City Manager

BACKGROUND AND FINDINGS:

As directed by the City Council, staff has prepared, advertised, and received Requests For Qualifications from qualified firms for legal services. All RFQ submittals have been submitted to the Council for review. Following the interviews of the selected firms, the City Council may take action to award a professional services contract for legal services.

PREVIOUS LEGISLATIVE ACTION:

N/A.

FISCAL IMPACT:

TBD

SUPPORTING DOCUMENTS:

Submittals for all Requests for Qualifications have been submitted for consideration. Additional information is included.

RECOMMENDATION:

Staff recommends the City Council review and approve a legal services contract to a qualified firm.

MOTION:

Review/Action to award a professional services contract for Legal Services to _____ firm, and authorize the Mayor to execute said contract.

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	4/21/2015

City Council
Agenda Item

SUBJECT:	Resolution to Amend the current Fee Schedule
APPLICANT PRESENTATION:	n/a
STAFF PRESENTATION:	Jeff Maag, Building Official

BACKGROUND AND FINDINGS:

Recently the City of Cedar Hills authorized the Mayor to negotiate a professional services contract with Sunrise Engineering for building inspection and plan review services. The City has reviewed the New Construction Fee rates for residential plan review, Gas line, and General City Inspection Fee rates. These fees are not in line with the actual cost for the services provided or the proposed fee rates of the new contract. Staff also recommends that a Temporary power and Permanent Electrical Connection inspection fee be added. The following modifications/changes are recommended to the City Fee Schedule:

Gas Line Inspection:
Current $ 35.00
Proposed $ 53.00

Residential Plan Check:
Current 53% of Building Permit Fee
Proposed 65% of Building Permit Fee

General City Inspection Fee (1hour/minimum 1hour):
Current $ 47.00
Proposed $ 53.00

Temporary Power and Permanent Power Inspection / each:
Current $ 0.00
Proposed $ 53.00

PREVIOUS LEGISLATIVE ACTION:

Resolution 9-20-2011B: Plan Review, Resolution 1-4-2011A: General Inspection

FISCAL IMPACT:

TBD

SUPPORTING DOCUMENTS:

Updated Fee Schedule & Fee Schedule Resolution

RECOMMENDATION:

Staff recommends the City Council review the submitted fee schedule and resolution with the intent to modify fees for residential plan review and general inspections.

MOTION:

To approve/not approve Resolution No. _____, a Resolution adding, amending, or deleting certain fees to the official, fees, bonds and fines schedule of the City of Cedar Hills, Utah.

City of Cedar Hills - Fees, Bonds, and Fines Schedule
EFFECTIVE: 01-06-2015

Fees, Bonds, and Fines	Amount	When Collected	Enabling Legislation (if applicable)
New Construction Fees (Per ERU)			
Construction Water Fee	$150.00	Building Permit	
Water Meter (3/4 ") & Installation (larger meters to be determined)	$575.00	Building Permit	Resolution 6-21-2005A
Water Lateral Inspection	$75.00	Building Permit	Resolution 1-4-2011A
Sewer Lateral Inspection	$75.00	Building Permit	Resolution 4-18-2006C
Gas Line Inspection	$35.00	Building Permit	
(Proposed) Temporary Power & Permanent Power Inspection (each)	$53.00		
Pressurized Irrigation Infrastructure	$9.95 x 42 months = $417.90 (1-1-04 to 7-1-07) plus $11.95 x 20 months = $239.00 (7-1-07 to 3-1-09) plus $15.95 x # of months beginning 3-1-09	Building Permit	Resolution 2-3-2009A
Commercial/Industrial Plan Check	65% of building permit fee	Building Permit	Resolution 9-20-2011B
Commercial/Industrial Plan Check Deposit	$400.00	At Application	Resolution 4-3-2012A
Residential Plan Check	53% of building permit fee	Building Permit	Resolution 9-20-2011B
Residential Plan Check (Basement Finish) (Small Structures)	26% of building permit fee	Building Permit	
Residential Plan Check Deposit	$300.00	At Application	Resolution 4-3-2012A
Residential Card File Plan Check	18% of building permit fee		Resolution 9-20-2011B
Building Permit	Based on valuation	Building Permit	International Building Code
Building Permit Renewal/Extension	$50.00	Per Occurance	Resolution 09-16-2014A
Plumbing Permit	$35.00	Building Permit	Resolution 6-21-2005A
Mechanical Permit	$35.00	Building Permit	Resolution 6-21-2005A
Electrical Permit	$35.00	Building Permit	Resolution 6-21-2005A
Building w/no Permit	$100 initial (2 week grace, then $100 per day)		Resolution 6-21-2005A
1% State Fee	1% of Building Permit	Building Permit	International Building Code
Re-inspection Fee	$100.00	Prior to Re-inspect	Resolution 9-20-2005A
Refundable Improvement Bond	$1,000.00	Building Permit	
Non-Participating Subdivision			
Water Line	$5/Lineal Foot	Building Permit	
Sewer Line	$4/Lineal Foot	Building Permit	
Sidewalk	$15/Lineal Foot	Building Permit	
Street Excavation/Cut Permit	$75.00	At Application	Resolution 9-20-2005A
Street Excavation/Cut Without Permit	$500.00	Per Day	Resolution 9-20-2005A
Commercial Street Improvement Fee (Cedar Hills Drive) - Cost Per Acre	$10,750	Building Permit	Series 2000 Road Bond
Engineering/Public Works Inspection	Actual Cost	During Development	
Staging in the Street	-0- initial, then after 48 hours $100 per day		Resolution 1-4-2011A
Fee in Lieu of Property Tax	Residential Properties: Assessed Value (55% of market value) x Certified Tax Rate x Percent of Year Remaining	Building Permit	Resolution 4-18-2006C
	Other Types of Properties: Property Value x Certified Tax Rate x Percent of Year Remaining	Building Permit	Resolution 4-18-2006C

City of Cedar Hills - Fees, Bonds, and Fines Schedule
EFFECTIVE: 01-06-2015

Fees, Bonds, and Fines		Amount	When Collected	Enabling Legislation (if applicable)
MISC Fees				
Other fees				
General Refund		$15.00		Resolution 1-4-2011A
Returned Check		$15.00		Resolution 4-6-2004B
Copies - black/white	8.5 x 11	$0.25		Resolution 6-18-2002A
Copies - Color	8.5 x 11	$0.50		Resolution 9-20-2005A
Declaration of Candidacy/Nomination Petition/Write In Candidate		$35.00		Resolution 07-16-2013B
Design Standard Book		$35.00		Resolution 6-18-2002A
Grama Request	Per 8.5 x 11 copy	$0.25 black/white $0.50 color		Resolution 6-18-2002A
Grama Request	Compiling, Formatting, Manipulating, Packaging, Summarizing, or Tailoring; Search & Retrieval; Electronic & Interfacing Services/Products	$0 first quarter hour Salary of lowest paid employee with the skills and training to perform the request as determined by the City Mgr		Resolution 9-20-2011B
Park - Resident	Per hour - each area	$8.00		Resolution 6-18-2002A
Park - Non Resident	Per hour - each area	$16.00		Resolution 6-18-2002A
Park - Refundable Deposit	(inflatables, tents, sound systems, water slides, etc)	$500.00		Resolution 12-8-2009A
Vista Room Rental Fee	Sunday - Thursday	$1,500.00		
Vista Room Rental Fee	Friday & Saturday	$1,700.00		
Postage		Actual Cost		
Sign Permit		$1.00	Per Sign, Per Occurrence	Resolution 4-18-2006C
Public Works				
No-fault Meter Re-Read		$15.00		Resolution 6-21-2005A
Shut-off 2nd Notice		$15.00		Resolution 6-21-2005A
0-3 day No account Water Turn on/off		$30.00		Resolution 9-5-2006A
Temporary Water On or Off (leave for season)		$15.00	Per Occurrence	Resolution 1-4-2011A
Water Restoration - After Hours		$50.00	Per Occurrence	Resolution 4-20-2010B
PI hookup/assistance		$30.00	Per Hour	Resolution 6-21-2005A
Water Testing		$50.00	Per Request	Resolution 4-18-2006C
Re-Inspection Fee		$100.00	Per Occurrence	Resolution 12-12-2007B
Street Closure Fee		$40.00		Resolution 9-5-2006A
	Deposit	$250.00		
General City Inspection Fee (1 hour/minimum 1 hour)		$47.00	Per Occurrence	Resolution 1-4-2011A
Universal City Late Fee		$10.00		Resolution 6-21-2005A
Universal Nonresident Late Fee		$20.00		Resolution 4-19-2011A
Nuisance		$100.00	Each Day/First Week	Ordinance 6-17-2003A
		$200.00	Each Day Thereafter	Ordinance 6-17-2003A
911 False Alarm		Actual Dispatch Cost	Each Occurrence	Resolution 6-19-2007A

RESOLUTION NO. _____

A RESOLUTION ADDING, AMENDING, OR DELETING CERTAIN FEES TO THE OFFICIAL FEES, BONDS, AND FINES SCHEDULE OF THE CITY OF CEDAR HILLS, UTAH.

WHEREAS, the City has enacted various ordinances and fee resolutions setting certain fees for the City; and

WHEREAS, the City Council desires to provide an updated schedule of all City fees; and

WHEREAS, the purpose of this resolution is to add, amend or delete certain fees on the fee schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, as follows:

Section 1
Adoption

Pursuant to the provisions of Section 10-3-717 UCA, 1953, as amended, the City Council hereby adopts the schedule of fees for certain municipal services provided by the City as set forth under Attachment A, which is attached hereto and by this reference made part of this Resolution.

Specific fees to be added and/or amended are as follows:

New Construction Fees (Per ERU)	
Gas Line Inspection	$ 53.00
Temporary Power & Permanent Power Inspection (each)	$ 53.00
Residential Plan Check	65% of building permit fee
MISC Fees	
General City Inspection Fee (1 hour/minimum 1 hour)	$ 53.00

Section 2
Update/Adjustment of Fees

1. Any subsequent fee resolutions for any or all of the fees contained within this fee schedule shall have the effect of updating and/or adjusting the fee schedule accordingly.
2. Any adjustment that is needed for those fees not created by a separate fee resolution shall be accomplished only by amending or repealing this resolution and adoption of a new fee resolution.

Section 3
Severability

If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this resolution.

All resolutions or policies in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 21ST DAY OF APRIL, 2015.

_____
Gary R. Gygi, Mayor

ATTEST:

_____
Colleen A. Mulvey City Recorder

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Jeff Maag, Public Works Director
DATE:	4/21/2015

City Council
Agenda Item

SUBJECT:	Municipal Wastewater Annual Report
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Jeff Maag

BACKGROUND AND FINDINGS:

The Utah State Department of Environmental Quality requires that Cedar Hills submit an annual report for our "Municipal Wastewater Planning Program" collection system and financial evaluation. We have prepared the report for review. The State Water Quality Board requests the following action be completed by City Council: 1) City Council acknowledges that they have reviewed the 2014 report and 2) If applicable; City Council has taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit.

PREVIOUS LEGISLATIVE ACTION:

Resolution No. 11-19-2013A: Adoption of plan, Resolution No. 12-02-2014A: 2013 annual report

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

Municipal Wastewater Planning Program Financial Evaluation and Collection System 2014 report.

RECOMMENDATION:

Staff recommends that Council approve the Municipal Wastewater Planning Program Resolution as requested by the State Water Quality Board.

MOTION:

To approve/not approve Resolution _____, A resolution adopting the 2014 Municipal Wastewater Planning Program.

Municipal Wastewater Planning Program (MWPP)
Collection System Section

Owner Name: CEDAR HILLS

Name and Title of Contact Person:

Jeff Maag
Public Work Director

Phone: 801-785-9668

E-mail: jmaag@cedarhills.org

PLEASE SUBMIT TO STATE BY: May 1, 2015

Mail to: MWPP - Department of Environmental Quality
Division of Water Quality
195 North 1950 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone : (801) 536-4300

Form completed by

_____

Part I: SYSTEM AGE

A. What year was your collection system first constructed (approximately)?

Year 1980

B. What is the oldest part of your present system?

Oldest part 32 years

Part II: BYPASSES

A. Please complete the following table:

Question	Number	Points Earned	Total Points
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater in the system due to rain or snowmelt?		0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	0
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater due to equipment failure? (except plugged laterals)		0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	0
		TOTAL PART II =	0

B. The Utah Sewer Management Program defines sanitary sewer overflows into two classes. Below include the number of SSOs that occurred in 2014:

Number of Class 1 SSOs in Calendar year 2014 0

Number of Class 2 SSOs in Calendar year 2014 0

Class 1- a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

(a) effects more than five private structures;
(b) affects one or more public, commercial or industrial structure(s);
(c) may result in a public health risk to the general public;
(d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
(e) discharges to Waters of the state.

Class 2 – a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

C. Please specify whether the SSOs were caused a contract or tributary community, etc.

None

Part III: NEW DEVELOPMENT

A. Please complete the following table:

Question	Points Earned	Total Points
Has an industry (or other development) moved into the community or expanded production in the past two years, such that either flow or wastewater loadings to the sewerage system were significantly increased (10 - 20%)?	No = 0 points Yes = 10 points	0
Are there any major new developments (industrial, commercial, or residential) anticipated in the next 2- 3 years, such that either flow or BOD_5 loadings to the sewerage system could significantly increase (25%)?	No = 0 points Yes = 10 points	0
	TOTAL PART III =	0

B. Approximate number of new residential sewer connections in the last year

27 new residential connections

C. Approximate number of new commercial/industrial connections in the last year

0 new commercial/industrial connections

D. Approximate number of new population serviced in the last year

108 new people served

Part IV: OPERATOR CERTIFICATION

A. How many collection system operators are currently employed by your facility?

3 collection system operators employed

B. What is/are the name(s) of your DRC operator(s)?

David Bunker

C. You are required to have the collection DRC operator(s) certified at ***Grade II***

What is the current grade of the DRC operator(s)? Grade II

D. State of Utah Administrative Rules requires all operators considered to be in DRC to be appropriately certified. List all the operators in your system by their certification class.

Not Certified _____

Small Lagoons _____

Collection I _____

Collection II David Bunker, Dee Howard, Travis Austin

Collection III _____

Collection IV _____

E. Please complete the following table:

Question	Points Earned	Total Points
Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? (see C)	Yes = 0 points No = 50 points	0
How many continuing education units has each of the DRC operator(s) completed over the last 3 years?	3 or more = 0 points less than 3 = 10 points	0
	TOTAL PART IV =	0

Part V: FACILITY MAINTENANCE

A. Please complete the following table:

Question	Points Earned	Total Points
Do you follow an annual preventative maintenance program?	Yes = 0 points No = 30 points	0
Is it written?	Yes = 0 points No = 20 points	0
Do you have a written emergency response plan?	Yes = 0 points No = 20 points	0
Do you have an updated operations and maintenance manual	Yes = 0 points No = 20 points	0
Do you have a written safety plan?	Yes = 0 points No = 20 points	0
	TOTAL PART V =	0

Part VI: SSMP EVALUATION

A. Has your system completed its Sewer System Management Plan (SSMP)?

Yes X NO _____

B. If the SSMP has been completed then has the SSMP been public noticed?

No X Yes, included date of public notice _____

C. Has the SSMP been approved by the permittee's governing body at a public meeting?

Yes X NO _____

D. During the annual assessment of the operation and maintenance plan were any adjustments needed based on the performance of the plan?

No X If yes, what components of the plan were changed (i.e. line cleaning, CCTV inspections and manhole inspections and/or SSO events)

_____

_____

E. During 2014 was any part of the SSMP audited as part of the five year audit?

No X

If yes, what part of the SSMP was audited and were changed made to the SSMP as a result of the audit? _____

_____

_____

_____

F. Has your system completed its *System Evaluation and Capacity Assurance Plan* (SECAP) as defined by the Utah Sewer Management Program?

Yes _____ NO X

The following are required completion dates that the SSMP and SECAP based on population. The SSMP and SECAP must be public noticed and approved by the permittee's governing body in order to be considered complete.

Program	Population				
	< 2,000	2,000 - 3,500	3,501 – 15,000	15,001 – 50,000	> 50,000
SSMP	3-31-16	3-31-16	9-30-15	3-31-15	9-30-14
SECAP	Optional	9-30-17	9-30-16	3-31-16	9-30-15

SSMP Signatory Requirement

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature of Signatory Official — Date: 4/16/15

DAVID H. BUNKER — Print Name of Signatory Official

CITY MANAGER/ENGINEER — Title

The signatory official is the person authorized to sign permit documents, per R317-8-3.4.

F. Is there a written policy regarding continuing education and training for wastewater operators?

YES X NO _____

G. Any additional comments? (Attach additional sheets if necessary.)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

POINT SUMMATION

Fill in the values from Parts II through V in the blanks provided in column 1. Add the numbers to determine the MWPP point total that your wastewater facility has generated for the past twelve months.

Part	Points
II	0
III	0
IV	0
V	0
Total	0

Part VII: SUBJECTIVE EVALUATION

This section should be with the system operators.

A. Describe the physical condition of the sewer collection system: (lift stations, etc. included)

Three(3) major Collector lines, All gravity. Jet and camera all lines on Rotating Schedule.

B. What sewerage system improvements does the community have under consideration for the next 10 years?

Line extensions during future development.

C. Explain what problems, other than plugging have you experienced over the last year

Rocky Mountain Power bored through top of pipe..

D. Is your community presently involved in formal planning for system expansion/upgrading? If so explain.

As per City Master Plan Subject to New Development.

E. Does the municipality/district pay for the continuing education expenses of operators?

ALWAYS X SOMETIMES _____ NO _____

If they do, what percentage is paid?

approximately 100 %

Municipal Wastewater Planning Program (MWPP)
Financial Evaluation Section

Owner Name: *CEDAR HILLS*

Name and Title of Financial Contact Person:

David Bunker

City Manager

Phone: 801-785-9668

E-mail: dbunker@cedarhills.org

PLEASE SUBMIT TO STATE BY: May 1, 2015

Mail to: MWPP - Department of Environmental Quality
Division of Water Quality
195 North 1950 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone : (801) 536-4300

NOTE: This questionnaire has been compiled for your benefit by a state sponsored task force comprised of representatives of local government and service districts. It is designed to assist you in making an evaluation of your wastewater system and financial planning. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please call, Emily Cantŏn. Utah Division of Water Quality: (801) 536-4342.

I. Definitions: The following terms and definitions may help you complete the worksheets and questionnaire:

User Charge (UC) - A fee established for one or more class(es) of users of the wastewater treatment facilities that generate revenues to pay for costs of the system.

Operation and Maintenance Expense - Expenditures incurred for materials, labor, utilities, and other items necessary for managing and maintaining the facility to achieve or maintain the capacity and performance for which it was designed and constructed.

Repair and Replacement Cost - Expenditures incurred during the useful life of the treatment works for obtaining and installing equipment, accessories, and/or appurtenances necessary to maintain the existing capacity and the performance for which the facility was designed and constructed.

Capital Needs - Cost to construct, upgrade or improve the facility.

Capital Improvement Reserve Account - A reserve established to accumulate funds for construction and/or replacement of treatment facilities, collection lines or other capital improvement needs.

Reserve for Debt Service - A reserve for bond repayment as may be defined in accordance with terms of a bond indenture.

Current Debt Service - Interest and principal costs for debt payable this year.

Repair and Replacement Sinking Fund - A fund to accumulate funds for repairs and maintenance to fixed assets not normally included in operation expenses and for replacement costs (defined above).

Part I: OPERATION AND MAINTENANCE

Complete the following table:

Question	Points Earned	Total
Are revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs ***at this time***?	YES = 0 points NO = 25 points	0
Are the projected revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs for the ***next five years***?	YES = 0 points NO = 25 points	0
Does the facility have sufficient staff to ensure proper O&M?	YES = 0 points NO = 25 points	0
Has a dedicated sinking fund been established to provide for repair & replacement costs?	YES = 0 points NO = 25 points	25
Is the repair & replacement sinking fund adequate to meet anticipated needs?	YES = 0 points NO = 25 points	25
	TOTAL PART I =	50

Part II: CAPITAL IMPROVEMENTS

Complete the following table:

Question	Points Earned	Total
Are present revenues collected sufficient to cover all costs and provide funding for capital improvements?	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the ***next five years***?	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the ***next ten years***?	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the ***next twenty years***?	YES = 0 points NO = 25 points	0
Has a dedicated sinking fund been established to provide for future capital improvements?	YES = 0 points NO = 25 points	25
	TOTAL PART II =	25

Part III: GENERAL QUESTIONS

Complete the following table:

Question	Points Earned	Total
Is the wastewater treatment fund a separate enteprise fund/account or district?	YES = 0 points NO = 25 points	0
Are you collecting ***95%*** or more of your sewer billings?	YES = 0 points NO = 25 points	0
Is there a review, at least annually, of user fees?	YES = 0 points NO = 25 points	0
Are bond reserve requirements being met if applicable?	YES = 0 points NO = 25 points	0
	TOTAL PART III =	0

Part IV: PROJECTED NEEDS

Estimate as best you can the following:

Cost of projected capital improvements (in thousands)	2015	2016	2017	2018	2019
	0	0	250	0	0

Point Summation

Fill in the values from Parts I through III in the blanks provided in column 1. Add the numbers to determine the MWPP point total that reflects your present financial position for meeting your wastewater needs.

Part	Points
I	50
II	25
III	0
Total	75

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE 2014 MUNICIPAL WASTEWATER PLANNING PROGRAM FOR THE CITY OF CEDAR HILLS, UTAH.

RESOLVED, that the City of Cedar Hills informs the Water Quality Board the following actions were taken by the City Council:

1. Reviewed the Municipal Wastewater Planning Program Report for 2014, which is attached to this Resolution;
2. Have taken all appropriate actions necessary to maintain effluent requirements contained in the Utah Pollutant Discharge Elimination System (UPDES) Permit (if applicable).

PASSED AND APPROVED THIS 21ST DAY OF APRIL, 2015.

APPROVED:

_____

Gary R. Gygi, Mayor

ATTEST:

_____

Colleen A. Mulvey, City Recorder

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	4/21/2015

City Council
Agenda Item

SUBJECT:	Structure Lease Agreement – Vivint Wireless
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, Asst. City Manager

BACKGROUND AND FINDINGS:

Vivint Wireless Inc. has proposed a structure lease agreement with the city which would allow Vivint to install wireless Internet facilities at the recreation center. The components of the Vivint structures would be installed on the south west roof area, and include eight 1' dishes and two 2' dishes, mounted on poles (for equipment detail, see attachment). The council should review the hardware attachment schematic. Recreation staff is concerned with the placement of any roof top hardware as it may affect the aesthetics of the roofline.

Vivint has proposed to offer the city internet access at the city offices and recreation as part of compensation, as well as cover the cost of providing power to their location. The projected internet speeds are proposed to be significantly higher than our typical speeds from our current service provider. The city has charged $250 per site to other service providers in addition to the no-cost wireless.

Staff has met on site with Vivint to discuss the feedback received from the Council. Vivint will provide a new mechanical detail sheet, and agreement.

PREVIOUS LEGISLATIVE ACTION:

The City engaged in a contract with RapidWave. The contract was assumed by Digis. The current contract is expired and is being re-negotiated.

City Council tabled the previous agreement on 4-14-2015

FISCAL IMPACT:

See contract for any compensation provided by the tenant.

SUPPORTING DOCUMENTS:

Vivint structure lease agreement, Equipment detail, site drawings

RECOMMENDATION:

Staff recommends the City Council review the proposed structure lease agreement and the following terms of agreement and authorize the execution of said contract.

MOTION:

To approve/not approve the proposed structure lease agreement with Vivint Wireless Inc.

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	4/21/2015

City Council
Agenda Item

SUBJECT:	Police Services Agreement
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker, City Manager

BACKGROUND AND FINDINGS:

The City of Cedar Hills currently has a Police Services Agreement with American Fork City. Police matters including animal control activities are provided within the framework of the contract. American Fork Police Department has proposed that an updated Police Services Agreement be executed with changes as follows: 1) Contract length will be 24 months with an automatic renewal unless written notice is given by either party no later than 180 days prior to renewal date. 2) An increase in contract rate shall include a 3.5% adjustment once per contract period.

The modification to the Police Services contract gives additional stability to the Police department through a multi-year contract. The contract also reduces the overall contract rate charged to Cedar Hills by allowing for one increase of 3.5% during the contract period, rather than annually as is stipulated in the current contract.

PREVIOUS LEGISLATIVE ACTION:

Police Services Contract 8/19/2008

FISCAL IMPACT:

Bi-Annual contract amount of $801,535.94 with bi-annual increase of 3.5%.

SUPPORTING DOCUMENTS:

Police Services Agreement.

RECOMMENDATION:

Staff recommends the City Council review and approve the proposed Police Services Agreement with the American Fork Police Department.

MOTION:

Review/Action to approve the proposed Police Services Agreement with the American Fork Police Department.

POLICE SERVICE AGREEMENT

This Police Service Agreement ("Agreement") is entered into between **AMERICAN FORK CITY** ("American Fork"), a Utah Municipal Corporation, with an office located at 51 East Main Street, American Fork, Utah, 84003, and the **CITY OF CEDAR HILLS** ("Cedar Hills"), a Utah Municipal Corporation, with an office located at 10246 N Canyon Road, Cedar Hills, Utah 84062.

RECITALS

WHEREAS, American Fork has provided law enforcement services to Cedar Hills under an Interlocal Cooperative Agreement dated October 28, 1998, and its subsequent amendments;

WHEREAS, American Fork desires to continue providing law enforcement and animal control services to Cedar Hills; and

WHEREAS, the parties wish to amend the Interlocal Cooperative Agreement to include the following terms.

AGREEMENT TERMS

NOW, THEREFORE, in consideration of the mutual covenants, warranties, representations, and conditions herein and for other good and valuable consideration, American Fork and Cedar Hills hereby covenant and agree as follows:

1. **American Fork Responsibilities**

   1.1 American Fork agrees to provide all necessary and reasonable law enforcement services and animal control services to Cedar Hills for the fiscal years of 2016 and 2017.

   1.2 American Fork will handle all police matters in Cedar Hills, including but not limited to providing Cedar Hills with access to any police reports and animal control reports pertinent to Cedar Hills; assuming all municipal law enforcement and animal control duties within the territorial and/or jurisdictional limits of Cedar Hills; providing preventative patrol and investigative services and NOVA instruction; and other related services pursuant to established practice.

2. **Cedar Hills Responsibilities**

   2.1 Cedar Hills agrees to pay American Fork $801,535.94 ("Contract Amount") for the fiscal years of 2016 and 2017.

3. **Automatic Renewal and Inflation Adjustment**

   3.1 This Agreement shall renew automatically every 24 months unless written notice is given by either party no later than 180 days prior to the renewal date. The notice shall state the party's intent to terminate this Agreement. The first renewal date following the execution of this Agreement shall be July 1, 2017, and subsequent renewal dates shall fall on the first day of every other fiscal year thereafter (July 1, 2019, then July 1, 2021, etc.).

3.2 The Contract Amount listed in 2.1 paid to American Fork by Cedar Hills shall automatically increase each renewal period by THREE AND ONE-HALF PERCENT (3 ½ %).

4. **Assignment**. This Agreement shall inure to the benefit of the parties' respective successors, heirs, and assigns.

5. **Headings**. The headings of this Agreement are for convenience only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

6. **Governing Law**. This Agreement shall be subject to and interpreted under the laws of the state of Utah.

7. **Severability of Provisions**. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, that provision shall be enforced to the fullest extent permitted by law, and the enforceability of the remaining provisions shall be unimpaired.

8. **Integration**. This Agreement is the complete understanding of the parties with respect to its subject matter and supersedes any and all prior oral or written communications, agreements, understandings, or representations relating to the same.

9. **Waiver**. The waiver of any breach of any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which given and shall not be construed as a waiver of any subsequent breach hereof.

IN WITNESS WHEREOF, the parties so named cause this Agreement to be executed themselves or by their duly authorized representatives on the dates set forth below and specify the Agreement to be effective on the date this Agreement is executed.

AMERICAN FORK CITY:	CEDAR HILLS CITY:
_____	_____
James H. Hadfield, Mayor	David Bunker, City Manager
Date:	Date:
Attest:	Attest:
_____	_____