

**CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Tuesday, July 19, 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, July 19, 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 C. Bailey
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)

PUBLIC HEARING

4. Amendments to the City Code Title 10, Chapter 4, Article B-5 Access Requirements to Include Flag Lot Developments as a Permitted Use within the R-1 15,000 Zone
5. Amendments to the City Code Title 10, Chapter 5, Related to Development and Setbacks

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. Minutes from the June 21, 2016 City Council Meeting

CITY REPORTS AND BUSINESS

7. City Manager
8. Mayor and Council

SCHEDULED ITEMS

9. Review/Action on an Ordinance Amending the City Code Title 10, Chapter 4, Article B-5 Access Requirements to Include Flag Lot Developments as a Permitted Use within the R-1 15,000 Zone
10. Review/Action on an Ordinance Amending the City Code Title 10, Chapter 5, Related to Development and Setbacks
11. Discussion on City Owned Property that is Improved and/or Maintained by Residents
12. Review/Action on an Ordinance Amending the City Code Title 6, Chapter 8, Relating to Smoking and Electronic Cigarettes, Park Curfew and Noise in City Parks
13. Discussion on Installation and Operation of Solar Panels
14. Review Action on a Resolution Adding, Amending, or Deleting Certain Fees to the Official Fees, Bonds and Fines Schedule of the City of Cedar Hills
15. Review/Action to Amend the Cedar Hills Grill Concession Agreement
16. Review/Action on an Ordinance Amending the City's Records Access and Management Program by Adoption of an Ordinance that Establishes the Classification, Designation, Retention, Access, Denial, Appeals Process and Records Management Program Specific to the City of Cedar Hills
17. Review/Action on a Resolution Adopting Specified Restrictions of Fireworks and Open Fires
18. Discussion on Allowing Short Term Rentals and Airbnb's
19. Discussion on the Bayview Landfill

ADJOURNMENT

20. Adjourn

Posted this 15th day of July, 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:	7/19/2016

City Council Agenda Item

SUBJECT:	Review/Action on Amendments to the City Code, Title 10, Chapter 4, Article B-5 Access Requirements to Include Flag Lot Developments as a Permitted Use in the R-15,000 Zone
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager
BACKGROUND AND FINDINGS: Last year, the City changed homes in parts of the RR-1 20,000, to be in the R-1 15,000 zone. The homes that were in the RR-1 20,000 had flag lot development rights. The proposed code change would give these development rights back to the homes that were involved in the zone change. The only parcels affected by this zone change are the ones that were involved in the previous zone change. The proposed changes grant the ability to develop flag lots to only those former lots that were part of the previous zone change where the right to develop a flag lot was part of the property rights.	
PREVIOUS LEGISLATIVE ACTION: Planning Commission made recommendation on June 28, 2016; zone change occurred in August of 2015.	
FISCAL IMPACT: N/A	
SUPPORTING DOCUMENTS: Proposed Code for 10-4B-5	
RECOMMENDATION: To review the proposed changes, and make the necessary changes to allow for flag lots and common drive projects to be included in the R-1 15,000 zone	
MOTION: To approve/not approve Ordinance _____, Amending the City Code Title 10, Chapter 4B-5, relating to access requirements in the R-1 15,000 zone, subject to the following changes: {LIST ANY CHANGES TO THE PROPOSED CODE}.	

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 4, ARTICLE B-5 OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH, RELATING TO ACCESS REQUIREMENTS.

WHEREAS, the City Council of the City of Cedar Hills has determined that it is in the best interest of the City of Cedar Hills and the residents thereof to enact certain amendments to Title 10 of the City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY CEDAR HILLS, UTAH, UTAH COUNTY, STATE OF UTAH:

**PART I
AMENDMENTS**

Title 10 of the City Code Chapter 4B-5 is hereby amended to read as follows:

10-4B-5: ACCESS REQUIREMENTS:

Each lot shall abut upon and have direct access to a city street. The distance of said abutting side shall be not less than the minimum width requirement of the zone, except for the following instances:

- A. The length of the abutting side may be reduced to not less than sixty feet (60) when the lot fronts upon a cul-de-sac or curve in a designated city street and the lot lines radiate in such a manner that the width of the lot will meet or exceed the minimum lot width requirements as determined in accordance with the provisions of section 10-5-19 of this title. (Ord. 2-17-98A, 2-17-1998)
- B. The lot has been approved as a flag lot project in accordance with the provisions of section 10-5-12 of this title, or as a lot served by a common drive project, in accordance with the provisions of section 10-5-20 of this title.

**PART II
PENALTY AND ADOPTION**

A. CONFLICTING PROVISIONS

Whenever the provisions of this Ordinance conflict with the provisions of any other Ordinance, resolution or part thereof, the more stringent shall prevail.

B. PROVISIONS SEVERABLE

This Ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid it is hereby declared that the remainder of the ordinance shall not be affected thereby.

C. AMENDMENT TO BE ADDED TO CITY CODE

The City Council hereby authorizes and directs that insert pages reflecting the provisions enacted hereby shall be made and placed in the City Code, Title 3.

D. PENALTY

Hereafter these amendments shall be construed as part of the City Code of the City of Cedar Hills, Utah, to the same effect as if originally a part thereof, and all provisions of said regulations shall be applicable thereto, including, but not limited to, the enforcement, violation and penalty provisions.

E. EFFECTIVE DATE

This Ordinance shall take effect upon its passage and publication as required by law.

PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 19TH DAY OF JULY, 2016.

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:	7/19/2016

City Council Agenda Item

SUBJECT:	Review/Action on Amendments to the City Code, Title 10, Chapter 5, Article 29, Related to Development and Setbacks
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager
BACKGROUND AND FINDINGS: City Code 10-5-29 addresses "Decks, Porches, Patios, Pergolas, Awnings, Hot Tubs, and Similar Structures," included in this section is recreational equipment such as swing sets, slides, and trampolines. It is proposed that in an effort to begin cleaning up this section of code, the language related to recreational equipment be removed. As written, the code regulated the construction of awnings, decks into side yard and rear yard setbacks; there are no provisions in this code related to the installation of recreational equipment. The Planning Commission recommends that the language related to hot tubs remain.	
PREVIOUS LEGISLATIVE ACTION: Planning Commission made positive recommendation on June 28, 2016	
FISCAL IMPACT: N/A	
SUPPORTING DOCUMENTS: Proposed Code for 10-5-29	
RECOMMENDATION: To review the proposed changes, and make the necessary changes.	
MOTION: To approve/not approve Ordinance _____, Amending the City Code Title 10, Chapter 5, Article 29; related to development and setbacks, subject to the following changes: {LIST ANY CHANGES TO THE PROPOSED CODE}.	

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH, RELATING TO SETBACK DEVELOPMENT.

WHEREAS, the City Council of the City of Cedar Hills has determined that it is in the best interest of the City of Cedar Hills and the residents thereof to enact certain amendments to Title 10 of the City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY CEDAR HILLS, UTAH, UTAH COUNTY, STATE OF UTAH:

**PART I
AMENDMENTS**

Title 10 of the City Code Chapter 5 Article 29 is hereby amended to read as follows:

10-5-29: DECKS, PORCHES, PERGOLAS, AWNINGS, HOT TUBS, AND SIMILAR STRUCTURES:

- A. Structures Permitted: Decks, porches, patios, pergolas, awnings, ~~recreational equipment (such as swing sets, slides, and trampolines)~~, hot tubs and similar structures are permitted in the rear and side setback areas subject to the following conditions:

**PART II
PENALTY AND ADOPTION**

A. CONFLICTING PROVISIONS

Whenever the provisions of this Ordinance conflict with the provisions of any other Ordinance, resolution or part thereof, the more stringent shall prevail.

B. PROVISIONS SEVERABLE

This Ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid it is hereby declared that the remainder of the ordinance shall not be affected thereby.

C. AMENDMENT TO BE ADDED TO CITY CODE

The City Council hereby authorizes and directs that insert pages reflecting the provisions enacted hereby shall be made and placed in the City Code, Title 3.

D. PENALTY

Hereafter these amendments shall be construed as part of the City Code of the City of Cedar Hills, Utah, to the same effect as if originally a part thereof, and all provisions of said regulations shall be applicable thereto, including, but not limited to, the enforcement, violation and penalty provisions.

E. EFFECTIVE DATE

This Ordinance shall take effect upon its passage and publication as required by law.

PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 19TH DAY OF JULY, 2016.

APPROVED:

Gary R. Gygi, Mayor

ATTEST:

Colleen A. Mulvey, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manger
DATE:	7/19/2016

City Council Agenda Item

SUBJECT:	Discussion on Landscaping/Maintenance of City Owned Parcels by Residents
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Planner
BACKGROUND AND FINDINGS: The City of Cedar Hills owns many parcels of property throughout the city including opens space parcels, existing and future right of way parcels, etc. Several of the parcels adjoin properties owned privately by residents. Some residents wish to include all or part of a city owned parcel in their private landscaping. Please see several examples included with this memorandum. Some issues to consider would include the following: + Legal liability. Damage to city infrastructure, Injury on City parcel, Ownership status, + Future need of the parcel for City purposes. + Long or Short term effect. + Agreement execution. +Other Each parcel may need to be evaluated on a case by case basis. Staff also suggests that the use of city owned parcels only be allowed through written agreement and by conditional use.	
PREVIOUS LEGISLATIVE ACTION: N/A	
FISCAL IMPACT: TBD	
SUPPORTING DOCUMENTS: Examples of city owned parcels landscaped by residents.	
RECOMMENDATION: Staff recommends the City Council review the issue of city owned parcels being landscaped, modified, or used by residents for personal use.	
MOTION: Discussion item only, no motion is necessary at this time.	

Utah County Parcel Map



36-988-0073
CITY OF CEDAR HILLS
Parcel 1/2 - 6.53 acres

36-988-0066
CITY OF CEDAR HILLS
Parcel 1/2 - 6.53 acres

36-988-0042
WOOD, KENT & MELANIE B
Parcel 1/2 - 6.53 acres

36-988-0073
CITY OF CEDAR HILLS
Parcel 1/2 - 6.53 acres

36-988-0073
CITY OF CEDAR HILLS
Parcel 1/2 - 6.53 acres

This plan is for reference only and no liability is assumed for any inaccuracies, in correct data or variations with an actual survey

Date: 7/11/2016

Generated from the Recorder's Online Parcel Map



Date: 7/11/2016

This plat is for reference only and no liability is assumed for any inaccuracies in color, data or variations with an actual survey

Utah County Parcel Map

Generated from the Recorder's Online Parcel Map

Utah County Parcel Map



Date: 7/11/2016

This plat is for reference only and no liability is assumed for any inaccuracies, in correct data or variations with an actual survey

Generated from the Recorder's Online Parcel Map

Utah County Parcel Map

14-0003-01
STRATTI, JOHN KENNETH
Value: \$580,000 -- 0.35 acres

34-278-0560
No Name(s) Found
Value: \$0 -- 0 acres

16-0003-01
GIBSON, PAUL D
4680 WEST CEDAR HILLS
Value: \$272,500 -- 0.34 acres

16-0003-02
SETH, JENNIFER
WEST CEDAR HILLS
Value: \$0 -- 0

17-0001-01
HUNTINGTON, STEPHEN G & JILLIAN
933 N FERGUSON DR - CEDAR HILLS
Value: \$269,000 -- 0.25 acres

17-0001-02
MITH, LARRY A and LORI L
9787 N FERGUSON DR - CEDAR HILLS
Value: \$0 -- 0

17-0001-03
MONTALE, JAYE and CAROL
4675 W 9810 N - CEDAR HILLS
Value: \$0 -- 0.5 acres

17-0001-04
WEST DEVELOPMENT COMPANY LLC
CEDAR HILLS
Value: \$0 -- 0

This plat is for reference only and no liability is assumed for inaccuracies, incorrect data or variations with an actual survey.

Map generated from the Recorder's Online Parcel Map

7/1/2016

Utah County Parcel Map



CEEDAR HILLS
45

14
30011 R
4229 W SAK
Value: \$525,400

197 W
Value: \$492,000

147-0003
LIEBAUGH
411
Value: \$300,000

36
30

This plat is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey.

Generated from the Recorder's Online Parcel Map



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	7/19/2016

City Council Agenda Item

SUBJECT:	Review/Action on an Ordinance Amending the City Code Title 6, Chapter 8, Relating to Smoking and Electronic Cigarettes, Park Curfew and Noise in City Parks
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager
BACKGROUND AND FINDINGS:	
<p>Parks are closed from 11:00 PM to 5:00 AM; this is the same as American Fork City (See AF Municipal Code 9.12.01). Noise regulations limit amplified sound from Labor Day to Memorial Day after 8:30 (9:30 on Friday and Saturday). And from Memorial Day to Labor Day after 9:30 (10:30 on Friday and Saturday). People can still be in the park after the amplified sound time limits, but not after 11:00 PM, see code 6-8-6. Elsewhere in the City, noise ordinance prohibits certain activities after 10:00 PM when adjacent to a residential zone (5-2-2). Currently, when a resident reserves a park, they are given a sheet of park rules and regulations.</p> <p>Currently, the posted park rules prohibit the use of tobacco products in a city park. The proposed ordinance would place language in the Cedar Hills City Code prohibiting the use of tobacco product, including cigarettes, cigars, electronic cigarettes, chewing tobacco, and vaping products.</p>	
PREVIOUS LEGISLATIVE ACTION:	
Park ordinance was recently changed by Ordinance 09-17-2013A.	
FISCAL IMPACT:	
N/A	
SUPPORTING DOCUMENTS:	
Park Facility Rules and Usage	
RECOMMENDATION:	
To review the proposed changes, and make the necessary changes to prohibit smoking and the use of tobacco products in city parks.	
MOTION:	
To approve/not approve Ordinance _____, Amending the City Code Title 6, Chapter 8, relating to smoking in city parks, subject to the following modifications: {LIST ANY CHANGES TO THE PROPOSED CODE}.	

PARK FACILITY RULES AND USAGE

RESERVATION RULES

- Parks can be reserved between April 15th and October 15th; all other months are first-come, first served. Some dates may not be available due to City events.
- Reservations may be made for times during regular park hours. Reservations begin with a minimum of one (1) hour and are then scheduled in hourly increments.
- To check for available dates, go to www.cedarhills.org.
- Only facilities and venues listed on the reverse side of this form may be reserved.
- Parks are heavily used during the summer months, so please be courteous of other reservations and begin and end your event promptly. Users should allow for set-up and clean-up time during their reservation block.
- Reservations may be voided if rules and regulations are not followed.
- A copy of your approved reservation application should be kept with you at your event.
- The City parks are mowed at least once weekly. Your group may be asked to accommodate these activities.
- Large groups (in excess of 200) or groups with unusual requests shall contact the City for special arrangements. A special events application may be required and may include additional fees and acquisition of appropriate permits, licenses, and liability waivers and shall be approved by City personnel.

FACILITY RULES

- Picnic tables are NOT to be removed from the pavilions.
- Play areas, surrounding grass open areas, and trails are open to the public and must remain accessible.
- Power capabilities are 15 amps per outlet. Staff may not be available to reset overloaded breakers.

GENERAL PARK RULES

- Park hours are from dawn until dusk.
- Private vehicles are NOT allowed on the park grass or the asphalt paths. Vehicles are NOT to leave the parking areas.
- Pets are welcome in the park area if they are on a leash. Owners are responsible to remove any waste left behind.
- Water features, culverts, and streams may be present on park property. Individuals entering the water do so at their own risk. Creek water is overflow irrigation, so flow will fluctuate based on usage demands. Water may not always be in the creek during park usage months.
- Adult supervision is required at all times.
- Alcoholic beverages or tobacco use are NOT allowed in the parks.
- Trash and debris are to be placed in garbage containers. An additional fee may be assessed for parties leaving excess trash and debris at facilities.
- Any equipment or amenities (inflatables, tents, sound systems, water slides) must be pre-approved by City personnel. These items shall require a \$500 refundable deposit, per Resolution 12-8-2009A.
- Overnight camping and/or open fires are NOT allowed at any time in any City park or surrounding area.
- Commercial use of the City park must be approved by City personnel and may require additional fees and acquisition of appropriate permits, licenses, and liability waivers.
- Groups playing music must conform to the Cedar Hills' noise ordinances.
- The City of Cedar Hills is not liable for any injury or consequence of park usage.

GENERAL PARK CONDITIONS

- Cedar Hills takes great pride in its beautiful parks and trails. We ask that you care for them properly.
- The City checks the park facilities daily to ensure that the restrooms are cleaned/stocked and that the grounds are maintained in good condition.
- Damage beyond normal usage and vandalism to the park facilities will not be tolerated.

In case of an emergency, call 9-1-1 or the Police Department at 801-763-3020.

All non-urgent questions should be directed to the City Offices at 801-785-9668 during regular business hours. (Monday -Thursday 8:00am—5:00pm; Friday 8:00am—4:00pm)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 6 OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH, RELATING TO PARKS AND PUBLIC PROPERTIES.

WHEREAS, the City Council of the City of Cedar Hills has determined that it is in the best interest of the City of Cedar Hills and the residents thereof to enact certain amendments to Title 6 of the City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY CEDAR HILLS, UTAH, UTAH COUNTY, STATE OF UTAH:

**PART I
AMENDMENTS**

Title 6 of the City Code Chapter 8 is hereby amended to read as follows:

6-8-1: DEFINITIONS: The following words and phrases used in this chapter shall have the following meaning unless a different meaning clearly appears from the context:

PARK: Any public or city owned park, ball diamond, soccer field, recreation area or public trail.

SMOKE OR SMOKING: Means and includes possessing, carrying or holding a lighted pipe, cigar or cigarette of any kind, e-cigarette, or any other lighted smoking equipment, or the lighting or emitting or exhaling or smoking of a pipe, cigar, cigarette of any kind, e-cigarette, or of any other lighted or electronic smoking equipment.

6-8-8: ~~ALCOHOLIC BEVERAGES PROHIBITED~~ PROHIBITIONS:

- A. It shall be unlawful to consume or possess any alcoholic beverage within a park.
- B. Smoking is hereby prohibited in city parks.

**PART II
PENALTY AND ADOPTION**

A. CONFLICTING PROVISIONS

Whenever the provisions of this Ordinance conflict with the provisions of any other Ordinance, resolution or part thereof, the more stringent shall prevail.

B. PROVISIONS SEVERABLE

This Ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid it is hereby declared that the remainder of the ordinance shall not be affected thereby.

C. AMENDMENT TO BE ADDED TO CITY CODE

The City Council hereby authorizes and directs that insert pages reflecting the provisions enacted hereby shall be made and placed in the City Code, Title 3.

D. PENALTY

Hereafter these amendments shall be construed as part of the City Code of the City of Cedar Hills, Utah, to the same effect as if originally a part thereof, and all provisions of said regulations shall be applicable thereto, including, but not limited to, the enforcement, violation and penalty provisions.

E. EFFECTIVE DATE

This Ordinance shall take effect upon its passage and publication as required by law.

PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 19TH DAY OF JULY, 2016.

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:	7/19/2016

City Council Agenda Item

SUBJECT:	Discussion on Code Related to Renewable Energy Systems
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager
BACKGROUND AND FINDINGS: The City has received numerous building permit applications for solar systems to be installed on the roof of various homes. During 2015 and thus far in 2016, the City has received approximately 95 (87 approved) applications for solar installation, and recently received an inquiry on installing ground mounted solar panels. Other cities have established code related to renewable energy installation, the example provided comes from West Jordan. The proposed code covers both wind, roof mounted solar, and ground mounted solar. These items are approved by conditional use permits, and the code further regulates the detrimental effects from these types of systems (e.g. light refraction, wildlife impacts, height, appearance, setbacks, etc.).	
PREVIOUS LEGISLATIVE ACTION: N/A	
FISCAL IMPACT: N/A	
SUPPORTING DOCUMENTS: Proposed Code for 10-5-29	
RECOMMENDATION: Staff would like to begin to work on drafting similar code to protect residents as renewable energy sources become more prevalent in the community. Please provide any recommendation to staff to draft similar code and make any necessary recommendations to the planning commission.	
MOTION: No motion necessary at this time. This is a discussion item only.	

13-8-22: RENEWABLE ENERGY SYSTEMS:

A. Purpose: The purpose of this section is to allow renewable energy systems such as wind and solar within the city while protecting residential areas and other land uses from potential adverse impacts of these systems.

B. Submittal Requirements For All Wind And Solar Energy Systems:

1. Review Criteria: When a conditional use permit is required, the zoning administrator or planning commission shall consider the following criteria in determining whether to approve a conditional use permit for any wind and/or solar energy system:
 - a. Proximity of the system to residential structures and residential district boundaries;
 - b. Possible negative impacts on surrounding properties, including, but not limited to, noise, shadow flicker, low frequency vibrations and the disruption of scenic views or other visual impacts;
 - c. Aesthetics of the system, including, but not limited to, height, wind vanes, color, type, size and the visibility of the system.
2. Utility Notification: All applicants shall submit evidence to the city that the relevant electric utility company has been informed of the customer's intent to install an interconnected customer owned wind and/or solar energy system. Off grid systems shall be exempt from this requirement.
3. Cables: Any cable connected to the wind and/or solar energy system must be underground except for properties which obtain electric power service from aboveground lines and who are not otherwise required to underground.

C. Wind Energy Systems:

1. Design Standard For All Wind Energy Systems:
 - a. Sound: Sound produced by the turbine under normal operating conditions shall meet all applicable noise regulations from the Salt Lake Valley health department, except during naturally occurring short term events like severe storms.
 - b. Shadow Flicker: The tower shall be located so as to reduce the occurrence of shadow flicker on inhabited structures located on adjacent properties.
 - c. Wildlife And Habitat Impacts:
 - (1) Due to potential wildlife conflicts, any wind energy system proposed to be located west of the Bonneville Shoreline Trail, as depicted on the West Jordan land use map or east of the North Jordan Canal shall consult with the Utah division of wildlife resources. Proof of such consultation shall be submitted to the city and shall be a requirement of conditional use permit application or building permit application if a conditional use permit is not required. The planning commission or zoning administrator may require any recommended modifications proposed by the Utah division of wildlife resources during permit review.

(2) Clearing of natural vegetation shall be limited to that which is necessary for the safe construction, operation, and maintenance of the wind energy system. Any land that has been disturbed and is not necessary for the functioning of the system shall be reclaimed with natural vegetation within sixty (60) days of the system becoming operational.

- d. Signage: Signage is prohibited on the tower, blades, or accessory structures except for appropriate warning signs. Manufacturer identification may be placed on the turbine; however, advertising signs of any kind are prohibited.
- e. Lighting: No illumination of the turbine or tower shall be allowed unless required by the federal aviation administration. When lighting is required, it shall be done in such a way as to reduce the effects on birds.
- f. Signal Interference: The owner or operator shall make reasonable efforts to avoid any disruption or loss of radio, telephone, television, internet or similar wireless signals, and shall mitigate any harm caused by the wind energy system. Such owners may be subject to a notice of violation and administrative penalties if violation occurs.
- g. Accessory Buildings And Support Equipment: Buildings and support equipment associated with the tower shall be defined as accessory structures and must comply with section [13-8-3](#) of this chapter.

2. Small Wind Energy Systems:

a. Tower Height:

(1) Commercial, office, manufacturing and public facility zones: The maximum tower height for small wind energy systems, including the blade, shall not exceed forty feet (40') measuring from the adjacent finished grade to the tip of the blades at their highest point.

b. Blade Height: The minimum height of the lowest point of a turbine blade shall be fifteen feet (15') above the ground.

c. Setback:

(1) The base of the tower shall be set back from all property lines, public rights of way, and aboveground public utility lines a distance equal to the tower height plus the length of one blade.

(2) The base of the tower shall not be located within any required front, side, or corner side yard area.

(3) The base of the tower and turbine blades shall be set back from all structures on the same property a minimum of ten feet (10').

d. Access:

(1) Freestanding Tower: No climbing apparatus including foot pegs or rungs shall be within twenty feet (20') of the ground on a freestanding tower.

(2) Lattice Tower: The towers shall be wrapped by a protective cover, including sheets of metal, wood or similar barrier on the bottom twenty feet (20') of the lattice tower so that it cannot readily be climbed.

3. Rooftop Mounted Wind Energy Systems:

- a. Height: The proposed system is restricted to the same maximum height requirements as found in the applicable zoning district, or up to eight feet (8') above the roofline of the structure on which it is located, whichever is less.
- b. Setback: The proposed rooftop mounted wind energy system must be set back from all property lines at a distance equal to the total height of the system, including blades and tower.
- c. R-1 Zones: In R-1 zones only one roof mounted wind energy system is allowed as an accessory use per parcel and must meet all the requirements as an accessory use.

4. Micromodel Wind Energy Systems:

- a. Height: The proposed system is restricted to the same maximum height requirements as the structure on which the micromodel system is installed or up to eight feet (8') above the highest point of the structure on which it is located, whichever is less.
- b. Setback: The proposed micromodel wind energy system must be set back from all property lines at a distance equal to the total height of the structure and system, including blades and tower.
- c. R-1 Zones: In R-1 zones only one roof mounted micromodel wind energy system is allowed as an accessory use per parcel and must meet all the requirements as an accessory use.

D. Solar Energy System:

1. Design Standards For All Solar Energy Systems:

- a. Reflection: Steps shall be taken to minimize the amount of reflected sunlight onto neighboring structures and rights of way in order to reduce safety hazards. This includes, but is not limited to, altering system angles and locations, utilizing antireflective coatings, etc.
- b. Screening: All ground mounted solar energy systems shall screen utility and mechanical equipment as required in subsection [13-14-3C](#) of this title.

2. Building Mounted Solar Energy System:

- a. Setback: Building mounted solar energy systems shall meet the same setbacks as are required for the building the system is mounted to, but are not allowed to extend beyond the surface to which they are attached.
- b. Height: Building mounted solar energy systems are allowed to extend to the peak of any existing roof, regardless of height, subject to the restrictions of subsection D2b(1) of this section.
 - (1) Building mounted solar energy systems that are not visible from the public right of way may be bracket mounted or tilted on a roof to a maximum of not more than seven feet (7') above the surface of the roof at the highest finished pitch of the system but shall maintain one side of the array within twelve inches (12") of the roof surface. Roof mount systems that are visible from the street frontage right of way shall not have a highest finished pitch more than five percent (5%) steeper than the roof pitch on which the system is mounted, and shall be mounted no higher than twelve inches (12") above the roof.

3. Ground Mounted Solar Energy System:

- a. **Setback:** Setbacks for ground mounted solar energy systems shall be the same as accessory structures found in subsection [13-8-3C](#) of this chapter and are prohibited within the front yard area.
 - b. **Height:** The maximum height allowed for ground mounted solar energy systems is twenty feet (20') measured from the surrounding natural grade to the highest point of the system.
4. **Solar Easement:** Solar easements are not a requirement for city approval; nonetheless, a property owner who has installed or intends to install a solar energy system may negotiate a solar easement with adjacent property owners to ensure perpetual sun on the property. Any easement agreed upon must be recorded by the county recorder, with a copy provided to the city.

E. General Provisions:

1. **Abandonment:**
 - a. An inoperable system must be dismantled and removed promptly. If a system is not operated for twenty four (24) consecutive months it will be presumed that the system is inoperable.
 - b. The owner is responsible for reclaiming the land using natural vegetation and to the greatest extent possible the land shall be fully restored within sixty (60) days of the removal and decommissioning of the system.
2. **Small Decorative Systems:** Small systems less than three feet (3') in diameter or width that use direct current solely for decorative or yard lighting are exempt from permit requirements and restrictions of this section.
3. **Prohibited:** This section does not permit large scale projects which include multiple wind and/or solar energy systems designed to produce energy for wholesale purposes. (Ord. 14-09, 5-14-2014)



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	7/19/2016

City Council Agenda Item

SUBJECT:	Changes to the Fee Schedule
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	David Bunker, City Manager
BACKGROUND AND FINDINGS: Modifications are proposed to the City Fee Schedule in order to implement the fees associated with passport acceptance.	
PREVIOUS LEGISLATIVE ACTION: Fee Schedule was last modified on July 1, 2016.	
FISCAL IMPACT: Varies	
SUPPORTING DOCUMENTS: Fee Schedule & Fee Schedule Resolution	
RECOMMENDATION: Staff recommends the City Council review the submitted fee schedule and resolution with the intent of a motion.	
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.	

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 10-3-7-717 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:

Passport Fees	Application Fee	Acceptance Fee
First-time Adult Passport Book	\$ 110	\$ 25
First-time Adult Passport Card	\$ 30	\$ 25
First-time Adult Passport Book & Card	\$ 140	\$ 25
Minor Passport Book (Under Age 16)	\$ 80	\$ 25
Minor Passport Card (Under Age 16)	\$ 15	\$ 25
Minor Passport Book & Card	\$ 95	\$ 25
Other Fees		
Photos	\$ 10	n/a
Expedite Fee – paid per application in addition to required fees	\$ 60	n/a
Overnight Ship Fee – paid per application for overnight delivery to the Department of State	\$ 25	n/a
Overnight Delivery – paid per application for overnight delivery of an issued passport book from the Department of State to the customer	\$ 20.66	n/a
File Search Fee – for customer request for file search and verification of U.S. citizenship	\$ 150	n/a
Acceptance Fee is not required for renewal of Passport Book or renewal of Passport Card		

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 19TH DAY OF JULY, 2016.

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:	7/19/2016

City Council Agenda Item

SUBJECT:	Amendment to the Cedar Hills Grill Concession Agreement
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker

BACKGROUND AND FINDINGS:

The current Cedar Hills Grill Concession Agreement restricts the sale of alcohol on the premises, except for catered events. A group renting the Vista Room may serve alcohol during their event if served by a licensed provider.

A request has been received by the Grill tenant to modify the Concession Agreement to allow for the sale of alcohol. The proposed change to the agreement is as follows:

15. CONCESSION RIGHTS .

Except as otherwise provided in this AGREEMENT, TENANT shall have exclusive rights to the receipts from all food and/or beverage concessions, excluding vending machines located on the premises of the recreation center and golf course properties during the TERM. TENANT shall have the exclusive right to sell food and beverages on the golf course, excluding catered events and vending machine sales, subject to CITY'S rules and regulations and the terms and conditions of this AGREEMENT. TENANT shall be afforded the opportunity to be included on the CITY's Preferred Catering List, to submit a proposal for catering events such as, golf tournaments and CITY events. Tenant may not serve alcohol on the premises, except for including catered events, with proper licensing, and according to regulations established by the Utah Department of Alcoholic Beverage Control (DABC).

PREVIOUS LEGISLATIVE ACTION:

A Concession Agreement which was executed 10-1-2015 is in place.

FISCAL IMPACT:

N/A.

SUPPORTING DOCUMENTS:

Concession Agreement with proposed changes.

RECOMMENDATION:

Staff recommends the city council review the proposed changes and determine if the changes to the concession agreement are acceptable.

MOTION:

To approve/not approve an amendment of section 15 of the Concession Agreement to allow alcohol sales according to regulations established by the Utah Department of Alcoholic Beverage control.

Concession Agreement Cedar Hills Grill

This Concession Agreement ("AGREEMENT") is made and entered into this 30th day of September 2015 by and between the CITY OF CEDAR HILLS, a Utah municipal corporation ("CITY"), as landlord; and Cameron Burr dba Sumting Asian LLC, a Utah limited liability company, ("TENANT").

DEFINITIONS:

THE GRILL. The Cedar Hills Grill is located at 10640 N Clubhouse Drive Cedar Hills, Utah. Leased areas of THE GRILL defined in Exhibit C.

CONTRACT TERM. The LEASE YEAR which is currently under contract.

LEASE TERM. The term of this lease shall commence annually on January 1st, and shall continue through December 31 of the current calendar year.

LEASED PREMISES. The area within the GRILL described as the current dining area, kitchen and prep storage area as per Exhibit C.

RENEWAL LEASE YEAR. The twelve (12) month period extending from January 1 until December 31 of each calendar year.

WHEREAS; CITY is the owner of the Cedar Hills Grill and is desirous of leasing a portion of the Grill as a restaurant/cafe for serving refreshments and food items, and TENANT is desirous of leasing the premises.

NOW THEREFORE; for good and valuable consideration, including the mutual covenants set forth in this Agreement, CITY and TENANT hereby mutually agree as follows:

1. **PURPOSE.** TENANT leases the LEASED PREMISES under this AGREEMENT for the purpose of operating and maintaining a restaurant facility, catering facility, or cafe to serve customers of the Cedar Hills Recreation Center and the public generally. TENANT'S use of the LEASED PREMISES shall be consistent with this purpose and the policies of CITY as adopted from time to time.
2. **LEASE.** CITY agrees to lease to TENANT, and TENANT agrees to lease from CITY, the Leased Premises according to the terms and conditions of this Agreement, including those set forth in the attached Exhibit A – General Terms and conditions, which are incorporated in this AGREEMENT by reference. LEASE shall only apply to TENANT listed above. No lease transfer, assignment, alienation, or sub-lease shall be permitted.
3. **RENEWAL.** CITY, at its sole discretion, may allow TENANT to renew this agreement for an additional LEASE YEAR. It shall be understood that the CONTRACT affords a minimum of three (3) successive LEASE TERMS. Additional LEASE TERMS shall be reviewed and negotiated by CITY. All terms and conditions of this AGREEMENT apply during the RENEWAL TERM. TENANT

may apply for lease renewal by serving a written notice of TENANT'S intent to renew on or before 60 days prior to the date of the RENEWAL TERM. CITY, at its sole discretion, may allow an additional grace period for written notice of intent to renew of up to 30 days.

4. ALTERATIONS. Any alterations or improvements to LEASED PREMISES, including signage, are subject to CITY'S prior written approval, including required permits and inspections. Upon termination of the lease, all such alterations and improvements shall become part of the LEASED PREMISES; provided that, if CITY directs TENANT to remove any removable fixtures or furniture provided by TENANT, TENANT will do so and will repair any damage to the LEASED PREMISES caused by such removal.
5. MAINTENANCE BY CITY. CITY shall be responsible to maintain the exterior and all non-leased portions of THE GRILL. CITY shall repair or replace, as necessary, all paint, carpet, and electrical fixtures within the LEASED PREMISES, except to the extent such items are damaged as a result of TENANT'S negligence. CITY shall provide exterior garbage pick-up service.
6. MAINTENANCE BY TENANT. TENANT shall maintain all of the LEASED PREMISES, in a clean, sightly, and healthy condition. At the end of the LEASE TERM, TENANT shall return the LEASED PREMISES to CITY in the same, or improved, condition as at the beginning of the LEASE TERM, reasonable wear and tear excepted.
7. UTILITIES. CITY shall assume responsibility for operation of and pay all utilities for electric, water, and natural gas. TENANT shall pay for phone line, cable and alarm system for TENANT occupied space. TENANT may use existing alarm system and CITY provider. If tenant uses alternate alarm company, access will be granted to CITY.
8. INSPECTION. CITY shall be allowed by TENANT to inspect the LEASED PREMISES at any time upon reasonable request. CITY assumes no responsibility or liability for inspecting or not inspecting the LEASED PREMISES.
9. INSURANCE, LICENSES AND PERMITS. TENANT shall carry insurance in a form acceptable to CITY, including (a) general liability insurance with combined single limits of not less than \$1,000,000 per occurrence and in the aggregate; (b) dram shop liability insurance with combined single limits of \$1,000,000 per occurrence and in the aggregate; and (c) workers' compensation insurance. TENANT is responsible for obtaining all licenses and permits necessary to do business in the City, County and State, notwithstanding the City shall not unnecessarily withhold any licenses or permits. All insurance policies purchased and maintained under this lease shall name CITY, its officers, employees, Mayor, and Council as additional insured's and shall provide for notice to be given to CITY at least 15 calendar days prior to termination or cancellation of any such policy. Upon request, TENANT shall provide CITY a certificate of insurance evidencing that all insurance policies required under this lease are in place.

10. TERMINATION FOR CONVENIENCE. CITY AND TENANT may, at their exclusive option, terminate this agreement for convenience by providing notice to the other party no less than sixty (60) days prior to the end of the LEASE TERM + extensions.
11. TERMINATION FOR CAUSE. CITY may, at its sole option, terminate this agreement for cause in the case of TENANT'S failure to perform any of its obligations under this AGREEMENT, or for misconduct by the TENANT or any of its officers or agents. TENANT understands and acknowledges that by leasing from the CITY that in the eyes of the public the conduct of the TENANT will reflect on the CITY and the TENANT agrees to hold all of its officers, employees and agents to the highest standards of conduct and ethics. The CITY may, at its sole option, terminate this agreement for cause in the event the City Council finds that the conduct of the TENANT or any of its officers or agents reflects poorly on the CITY. CITY shall provide TENANT written notice of the default and TENANT shall have 15 calendar days to respond to CITY'S notice and resolve all noticed issues. If TENANT fails to remedy noticed issues within 15 calendar days, CITY shall be entitled to terminate this agreement, enter and repossess the LEASED PREMISES, and pursue any other remedy available under this AGREEMENT, at law, or in equity.
12. RENT AND MONTHLY GROSS RECEIPTS REPORT. TENANT shall pay rent monthly, in arrears, to CITY at the agreed upon rate. TENANT shall pay \$600.00 per month plus, a profit sharing percentage of 12% (twelve percent) of monthly gross sales for all concession, grill, and catering sales originating at CITY'S facility. Proprietary sales and revenue receipts shall not be made public. The rent shall be documented on a gross fees report which shall accompany the payment. Rent shall be due on or before the fifth day of the month. Rent shall be subject to review on an annual basis. TENANT shall pay CITY a late fee of ten percent (10%) of any rent payment that is not made within five (5) business days after it is due. As a portion of rent payment, the TENANT shall be recognized as a sponsor for the CITY's annual celebration, and shall include vendor booth space.
13. TAXES. TENANT shall pay all taxes on personal property and improvements located on said premises, the premises herein licensed, and all sales and other taxes, including but not limited to possessory interest tax levied against the operation of said business or other taxes assessed to them. By executing this agreement and accepting the benefits thereof, a property interest may be created known as a "possessory interest" and such property interest may be subject to property taxation. TENANT, as the party in whom the possessory interest is vested, may be subject to the payment of property taxes levied upon such interest.
14. ANNUAL REVIEW. At the end of the contract period (December 31 annually), CITY may perform a review of TENANT's gross receipts for the year. TENANT shall provide all information requisite for the timely completion of the review. Notwithstanding the annual review, the CITY may review monthly gross receipts as it deems necessary and said review shall be during regular business hours.

15. CONCESSION RIGHTS. Except as otherwise provided in this AGREEMENT, TENANT shall have exclusive rights to the receipts from all food and/or beverage concessions, excluding vending machines located on the premises of the recreation center and golf course properties during the TERM. TENANT shall have the exclusive right to sell food and beverages on the golf course, excluding catered events and vending machine sales, subject to CITY'S rules and regulations and the terms and conditions of this AGREEMENT. TENANT shall be afforded the opportunity to be included on the CITY's Preferred Catering List, to submit a proposal for catering events such as, golf tournaments and CITY events. Tenant may ~~not~~ serve alcohol on the premises, ~~except for including~~ catered events, with proper licensing, and according to regulations established by the Utah Department of Alcoholic Beverage Control (DABC).
16. BUSINESS HOURS. TENANT agrees that the LEASED PREMISES shall be open for business during days mutually agreed upon with the City Manager, including but not limited to all days of the week and holidays.
17. WAGES AND PAYROLL ACCOUNTING. TENANT is responsible for paying all employee wages, benefits, taxes and government accounting for operations of the LEASED PREMISES. To the extent reasonably practicable, TENANT shall maintain books of account for the Grill in accordance with generally accepted accounting principle and practices, consistently applied. The books shall reflect all cafe transactions, and be appropriate and adequate for the Grill's business.
18. PURCHASING. TENANT is solely responsible for all purchasing and accounting for TENANT'S business conducted on the LEASED PREMISES.
19. EQUIPMENT. CITY hereby leases the equipment described in the attached Exhibit B for use by TENANT on the LEASED PREMISES during the LEASE TERM consistent with this AGREEMENT. TENANT shall maintain the equipment in a clean and orderly condition; CITY shall be responsible to repair and /or replace the equipment as necessary during the LEASE TERM unless it is damaged as a result of the negligence of TENANT, its agents, employees, or customers. At the end of the LEASE TERM, TENANT shall return the equipment to CITY in its original condition, reasonable wear and tear excepted. In addition to the items in Exhibit B, TENANT may have use of the concessions cart. Responsibility for maintenance of the concessions cart is the same as required for items on Exhibit B.
20. SIGNS AND ADVERTISEMENTS. No signs of any kind shall be displayed unless approved by the CITY, who may require removal or refurbishment of any sign previously approved. TENANT shall not permit vendors to display wares inside or outside the building or on said property unless written permission is secured from the CITY and such permission shall be subject to revocation at any time. In each separate facility licensed hereunder, a sign shall be posted in a prominent place, stating that the TENANT is operated under a Concession Agreement issued by the CITY. TENANT shall bear the cost of all signage and alterations of signage identified in this agreement. CITY will negotiate with TENANT to install on-premise and off-site signs for advertising purposes.

21. JOINT AND SEVERAL LIABILITY; BINDING EFFECT. The persons signing below as TENANT shall be jointly and severally liable for all obligations of TENANT under this AGREEMENT. The covenants and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators and assigns of the parties hereto.

22. NOTICE. All official notice shall be hand delivered, send by certified mail, or email as follows:

TO CITY:

David H. Bunker, City Manager
10246 N Canyon Road
Cedar Hills, UT 84062
dbunker@cedarhills.org

TO TENANT:

Cameron Burr, Owner/Manager
3315 N. Center Street #104
Lehi, UT 84043
sumtingasian@gmail.com

Agreed and Signed:

By: _____
Title: City Manager, City of Cedar Hills

Date:

By: _____
Cameron Burr, Owner/ Manager

Date:

EXHIBIT A to Concession Agreement

GENERAL TERMS AND CONDITIONS

1. **CLEANING DEPOSIT:** TENANT will pay a one-time cleaning deposit of \$300.00 to be held by CITY until such time as the AGREEMENT terminates and LEASED PREMISES are found to be clean and orderly. CITY may apply the cleaning deposit toward any damage caused by TENANT'S default of this AGREEMENT.

2. **SANITATION:** TENANT shall clean all food preparation equipment daily. Walls, ceilings, and floors shall be kept free of grease and dirt and shall be cleaned regularly. Windows shall be washed regularly. Counter tops and tables shall be kept clean and dry at all times. TENANT will be responsible to have the hoods cleaned at least every 6 months. TENANT will be responsible for proper cleaning and maintaining any and all grease traps and separator and shall properly dispose of grease products from business operations at LEASED PREMISES.

No offensive matter or refuse or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the concession premises and within distance of fifty (50) feet thereof, and TENANT shall prevent any accumulation thereof from occurring. TENANT shall see that the items above are collected as often as necessary, and in no case less than twice a week, and shall pay all charges which may be made for the removal thereof.

TENANT will provide annual proof of compliance with state and local health and safety requirements, including food handlers permits etc.

3. **CONDITION OF OCCUPANCY:** Upon occupancy, TENANT accepts, for all purposes, the LEASED PREMISES in their then present physical condition. TENANT shall make all improvements to the LEASED PREMISES necessary to perform its obligations under this lease; provided, that all such improvements shall require CITY'S prior written approval, including permitting and inspections. TENANT shall operate the cafe concession and golf course concession so as not to interfere with the public use of the LEASED PREMISES, the GRILL, or the Cedar Hills Golf Club generally.

4. **TENANT AS INDEPENDENT CONTRACTOR:** TENANT shall be an independent contractor, and as such, has no authority, express or implied, to bind CITY to any agreements, settlements, liability, or understanding whatsoever, and agrees not to represent itself as an agent of CITY, except as herein expressly allowed. Persons employed by CITY and acting under the direction of CITY shall not be deemed to be employees or agents of TENANT. TENANT shall abide by all policies of CITY with respect to independent contractors as shall be adopted from time to time.

Notwithstanding any provision of this AGREEMENT to the contrary, the transactions contemplated under this AGREEMENT shall not be considered a partnership, joint venture, or other similar association between the parties.

5. SUB-LEASES / CONTRACTORS: TENANT will not be allowed to sublease the LEASED PREMISES or delegate to any party any of TENANT'S responsibilities under this AGREEMENT.
6. EQUAL OPPORTUNITY: TENANT agrees to abide by all applicable federal, state, and local laws prohibiting discrimination against employees or customers.
7. INDEMNITY: TENANT agrees to indemnify, save harmless, and release CITY, its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits and proceedings arising out of the performance of this AGREEMENT or that are caused in whole or in part by any act of omission TENANT, its officers agents, volunteers, licensees, invitees, customers, or employees, except for claims arising from CITY'S sole negligence.
8. COMPLIANCE WITH LAWS: TENANT shall comply with all federal, state, county and municipal laws, ordinances or regulations that are applicable to the area of operation authorized by this AGREEMENT. Specifically, TENANT and employees with conform to Health Department regulations regarding Food Handler Permits, and with licensing for alcohol (Beer License), together with all other Public Health and Safety requirements.
9. SAFETY: TENANT shall keep the LEASED PREMISES in a clean, safe and orderly condition, and shall immediately notify CITY of any unsafe condition or practice on the LEASED PREMISES. TENANT shall not introduce, use or permit to be used in the LEASED PREMISES any hazardous materials.
10. SEVERALABILITY: The provisions of this AGREEMENT are severable, such that if any provision is invalid, unenforceable, or waived, the remaining provisions shall remain in full force to the extent possible.
11. RENEGOTIATION OR MODIFICATION : This AGREEMENT may only be changed by written amendment, executed by the parties hereto, and attached to the original signed copy of the AGREEMENT.
12. ASSIGNMENT: TENANT shall not assign or otherwise transfer this AGREEMENT or any use, right, duty or interest arising from this AGREEMENT.
13. ENTIRE AGREEMENT: This document, including any attached exhibits, constitutes the entire agreement between CITY and TENANT. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked.
14. USE OF LEASED PREMESIS FOR CITY PURPOSES: CITY may use the LEASED PREMESIS for CITY'S business meetings at any time after normal business hours. Use of the LEASED PREMISES during business hours must be approved by TENANT. Any food or beverage for these meetings during business hours must be purchased through TENANT unless otherwise agreed upon by TENANT. For after business hour meetings, purchase of food and beverage from TENANT would be preferred, but is not mandatory.

15. SEPARATION OF LEASED PREMESIS: All areas outside the LEASED PREMESIS shall only be occupied by TENANT'S customers with permission of the CITY, including but not limited to the pro shop area, the event center, recreational rooms, conference rooms, the grounds, and the golf course. Pro shop and recreation activities may vary; TENANT may be required to keep bathrooms accessible.
16. TENANT CODE OF CONDUCT: TENANT shall provide CITY with its written Code of Conduct and Ethics Policy that is acceptable to CITY. TENANT shall require all officers, agents, and employees to receive and agree to abide by this policy. Failure of TENANT to enforce its Code of Conduct and Ethics Policy may be considered a breach of this AGREEMENT and may result in TENANT being subject to termination for cause.

EXHIBIT B to Concession Agreement
Equipment List

Manufacturer	Item
Saturn	Grill
Master Built	Walk in Fridge
Saturn	Undercounter Freezer
Continental	Undercounter Fridge
Saturn	Freezer
Dean	(2) Fryers
Hoshizaki	Counter Ice Machine
Saturn	Sandwich Refrigerator
Bloomfield	Coffee Maker
Amana	Microwave
Ansul System	Hood and Vent
9 Tables	Inside
36 Chairs	Inside
Radiant Systems	Cash Register
Prodigy	Backup Ice Machine
Equipex	Salamander

EXHIBIT C to Concession Agreement
Grill Lease Area



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manger
DATE:	7/19/2016

City Council Agenda Item

SUBJECT:	Review/Action on Amending the City's Records Access Management Program and Retention Schedule
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker

BACKGROUND AND FINDINGS:

The City of Cedar Hills last updated the city ordinance regarding the city records access management program in 1995. By state statute, UCA 63G-2-701, the city is required to comply with the Governmental Records Access Management Act (GRAMA). Numerous changes have been made to the records management program at the state level. Several of the alterations and several of the sections of the State management program do not apply to municipalities. These would include courts, school districts, special service districts, counties, state departments, etc. Under the state code, a city may adopt an ordinance in compliance with Chapter 63G, which establishes criteria and policies related to GRAMA. Once a municipality adopts an ordinance or policy, a copy shall be sent to the state archives with a summary description.

UPDATE: The proposed amendment as required by statutory regulation includes modification to the appeals process. The appeal process will begin with a request to the records office. If an appeal is requested, it shall be made to the Chief Administrative Officer. The next level of appeal will be made to a local appeals board. The final appeal shall be made to the District Court.

PREVIOUS LEGISLATIVE ACTION:

Ordinance No. 8-9-95A, an ordinance establishing a records access and management program.

FISCAL IMPACT:

TBD

SUPPORTING DOCUMENTS:

Proposed retention schedule.

RECOMMENDATION:

Staff recommends the City Council review the proposed records access management program and retention schedule.

MOTION:

To approve/not approve Ordinance _____, an ordinance amending the City of Cedar Hills Records Access and Management Program.

ORDINANCE NO. _____

AN ORDINANCE REPEALING TITLE I CHAPTER 8 OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH RELATING TO GOVERNMENT RECORDS ACCESS AND MANAGEMENT; AND ENACTING TITLE I CHAPTER 8a OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH RELATING TO GOVERNMENT RECORDS ACCESS AND MANAGEMENT.

WHEREAS; the City of Cedar Hills has determined that it is in the best interest of the City of Cedar Hills and the residents thereof to repeal the current Title I Chapter 8 of the City code and to enact Title I Chapter 8a of the City Code as they each pertain to Government Records access and management.

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

**PART I:
REPEAL**

Title I Chapter 8 of the City Code is hereby repealed in its entirety.

**PART II:
ENACTMENT**

Title I Chapter 8a of the City Code is hereby enacted to read as follows:

CHAPTER 8a. RECORDS ACCESS AND MANAGEMENT

- 1-8a-1 Government Records.**
- 1-8a-2 Records Officer.**
- 1-8a-3 Retention Schedule.**
- 1-8a-4 Records Requests.**
- 1-8a-5 Fees.**
- 1-8a-6 Fee Waiver.**
- 1-8a-7 Appeals to City Manager.**
- 1-8a-8 Appeals to Records Appeals Board.**
- 1-8a-9 Forwarding to State Archives.**

1-8a-1 Government Records.

All government records of the City shall be maintained, classified and accessed in accordance with the Government Records Access and Management Act set forth at *Utah Code Ann.* §§ 63G-2-101, *et seq.*, as amended.

1-8a-2 Records Officer.

The City Recorder is the records officer of the City appointed to work with the Utah Division of Archives and Records Service in the care, maintenance, scheduling, designation, classification, disposal, and preservation of City records. Pursuant to *Utah Code Ann.* § 63G-2-108, as amended, the records officer shall, on an annual basis, successfully complete online training and certification from the State Archives regarding government records access and management.

1-8a-3 Retention Schedule.

All government records of the City shall be retained in accordance with the Retention Schedule attached hereto as **Appendix A**, which is hereby adopted as the Cedar Hills City Records Retention Schedule. The City may classify or reclassify a particular record, record series, or information in a record at any time, in accordance with applicable provisions of *Utah Code Ann.* § 63G-2-307, as amended.

1-8a-4 Records Requests.

Any person requesting a record shall file a written Government Records Access and Management Request Form as provided by the City. Such request shall be submitted and processed in accordance with the Government Records Access and Management Act. All government records requests shall contain the requestor's name, mailing address, and daytime phone number, if available, and shall provide a description of the record requested that identifies the record with reasonable specificity.

1-8a-5 Fees.

The City may charge reasonable fees to cover the City's actual cost of providing a record. Fees for providing a record shall be adopted and set forth in the City's Fee Schedule, which fees may be amended from time to time. When the City compiles a record in a form other than that normally maintained by the City in response to a records request, the actual costs for compiling the record may include those costs set forth in *Utah Code Ann.* § 63G-2-203, as amended; provided, no charge may be made for the first quarter hour of staff time. The City may require payment of past fees and future estimated fees before beginning to process a request if: (1) fees are expected to exceed fifty dollars (\$50.00); or (2) the requester has not paid fees from previous requests. Any prepaid amount in excess of fees due shall be returned to the requester.

1-8a-6 Fee Waiver.

In accordance with *Utah Code Ann.* § 63G-2-203, as amended, the City may fulfill a record request without charge when it determines that:

- (a) Releasing the record primarily benefits the public rather than a person;

(b) The individual requesting the record is the subject of the record, or an individual specified in Subsections 63G-2-202(1) or (2) of the Act; or

(c) The requester's legal rights are directly implicated by the information in the record and the requester is impecunious.

1-8a-7 Appeals to City Manager.

Any person aggrieved by the City's access determination made or fees imposed under this Chapter may appeal the determination within thirty (30) days to the City Manager by filing a written notice of appeal with the City Manager in accordance with the provisions set forth in *Utah Code Ann.* § 63G-2-401, as amended. The notice of appeal shall contain the petitioner's name, mailing address, daytime phone number, and the relief sought. The notice of appeal should also contain a brief statement of facts, reasons, and legal authority in support of the appeal. The City Manager shall make a determination on the appeal within the time periods set forth in *Utah Code Ann.* § 63G-2-401, as amended. The City Manager shall send written notice of his or her determination to all participants, including notice of any right to appeal.

1-8a-8 Appeal to Records Appeals Board.

(a) Pursuant to *Utah Code Ann.* Section 63G-2-701(5)(c), the City hereby establishes the Records Appeals Board for the purpose of hearing appeals of record decisions of the City Manager. The Records Appeals Board shall be composed of three members: one of whom shall be an employee of the City, and two of whom shall be members of the public, at least one of whom shall have professional experience with requesting or managing records. The members of the Board shall be proposed by the Mayor to the City Council, and the City Council shall approve or deny the proposed members.

(b) Any person aggrieved by the decision of the City Manager shall be entitled to appeal such decision to the Records Appeals Board. Such an appeal shall be brought before the Records Appeals board within ten days of the issuance of the City Manager's decision. The Records Appeals Board shall have an additional thirty days to render its decision relative to any appeal brought before it.

(c) The City or the records requestor may appeal a Records Appeals Board decision by filing a petition for judicial review with the District Court.

1-8a-9 Forwarding to State Archives.

Once this Ordinance is made effective, the City Recorder shall forward to State Archives a copy and summary description of this Ordinance.

**PART III:
REVISIONS TO CITY CODE**

The City Council hereby authorizes and directs that the City Code be modified to

reflect the provisions repealed and enacted by this Ordinance.

**PART IV:
EFFECTIVE DATE**

This Ordinance shall take effect upon its passage and publication as required by law.

**PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF THE CITY OF
CEDAR HILLS, UTAH THIS 19TH DAY OF JULY, 2016.**

APPROVED:

Gary R. Gygi, Mayor

ATTEST:

Colleen A Mulvey, City Recorder

APPENDIX A
RETENTION SCHEDULE



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	7/19/2016

City Council Agenda Item

SUBJECT:	Open Fires & Firework Restrictions
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker

BACKGROUND AND FINDINGS:

Due to fire conditions as assessed by the Lone Peak Public Safety District under the jurisdiction of the Fire Chief Brad Freeman, the fire marshal Ben Bailey has issued fireworks and open fire restrictions for all areas east of Canyon Road within the city limits of Cedar Hills. Aerial and non-aerial fireworks shall be included in the restrictions.

A resolution has been prepared in accordance with the recommendations of the Lone Peak Fire Chief that fireworks of all types including aerial and non-aerial and open fires of any type shall be prohibited east of Canyon Road within the city limits of Cedar Hills.

PREVIOUS LEGISLATIVE ACTION:

The city council has acted via resolution regarding the restriction of aerial fireworks and open fires for various periods during the past 10 years.

FISCAL IMPACT:

N/A.

SUPPORTING DOCUMENTS:

Proposed Resolution

RECOMMENDATION:

Staff recommends the city council review the newly modified proposed resolution and adopt open fire and firework restrictions as deemed appropriate.

MOTION:

To approve/not approve Resolution No. _____, A resolution of the City Council of the City of Cedar Hills, Utah, Adopting specified restrictions of fireworks and open fires east in portions of the city.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, ADOPTING SPECIFIED RESTRICTIONS OF FIREWORKS AND OPEN FIRES IN PORTIONS OF THE CITY.

WHEREAS, the City of Cedar Hills wishes to protect vulnerable areas from the risk of fire.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH COUNTY, UTAH, AS FOLLOWS:

Section 1. The City of Cedar Hills hereby declares support of the Lone Peak Public Safety District (LPPSD) efforts to limit fire risk by the restriction of all fireworks and all open fires east of Canyon Road within city limits. Open fires west of Canyon Road shall be contained in facilities as approved by the LPPSD.

Section 2. This Resolution shall take effect immediately upon its approval and adoption.

ADOPTED, RESOLVED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 19TH DAY OF JULY, 2016.

ATTEST:

Gary R. Gygi, Mayor

Colleen A. Mulvey, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manger
DATE:	7/19/2016

City Council Agenda Item

SUBJECT:	Discussion on Short Term Rentals and Airbnb
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Planner
BACKGROUND AND FINDINGS: Short term rental properties are becoming increasingly more common. As a result, many cities have enacted legislation to provide requirements that must be met to allow for this type of business to operate. Some cities have outright prohibited short term rentals by defining short term rentals as those whose stay is under thirty days. Other communities have decided to allow short term rentals in cases where the owner is present in the home at the time of the rental. As communities have allowed short term rentals, they have had to place conditions on properties in order to regulate parking, garbage collection, HOA approval, and management companies .	
PREVIOUS LEGISLATIVE ACTION: N/A	
FISCAL IMPACT: TBD	
SUPPORTING DOCUMENTS: None	
RECOMMENDATION: Staff recommends the City Council review the issue of short term rentals. Furthermore, to direct staff regarding recommended regulations or conditions to be included in a proposed ordinance if desired.	
MOTION: Discussion item only, no motion is necessary at this time.	



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	7/19/2016

City Council Agenda Item

SUBJECT:	Discussion on Bayview Landfill
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker, City Manager
BACKGROUND AND FINDINGS:	
<p>North Pointe Solid Waste Special Service District has held discussions regarding participation with NUERA to purchase the Bayview Landfill currently owned by South Utah Valley Solid Waste District.</p> <p>As part of this negotiation, it would be incumbent on participating cities of North Pointe Solid Waste District to 1) commit financial resources to facilitate the purchase of the Bayview Landfill and 2) commit to sending all MSW generated from the participating cities to the Bayview Landfill. 3) commit to long term management and financial obligations in relation to landfill operations including but not limited to environmental risks, health risks, fire, economic viability, etc.</p> <p>In short, the agreement to participate in the Bayview Landfill purchase puts cities in the business of solid waste landfill. Currently, North Pointe contracts with a private company for hauling and disposal in a landfill of all municipal solid waste. A full risk assessment should be analyzed prior to any commitment.</p> <p>Council Member Crawley currently represents the City on the NPSWSSD board. Further information will be presented by him.</p>	
PREVIOUS LEGISLATIVE ACTION:	
N/A	
FISCAL IMPACT:	
N/A	
SUPPORTING DOCUMENTS:	
N/A	
RECOMMENDATION:	
City Council should become familiar with the issues surrounding the purchase of the Bayview Landfill and participation in NUERA.	
MOTION:	
No motion necessary at this time. This is a discussion item only.	