

**CITY COUNCIL MEETING  
OF THE CITY OF CEDAR HILLS  
Tuesday, August 27, 2013 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, August 27, 2013, 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 Mayor Gygi and Pledge led by C. Augustus
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)

**CITY REPORTS AND BUSINESS**

4. City Manager
5. Mayor and Council

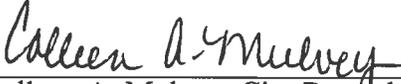
**SCHEDULED ITEMS**

6. Review/Action on the Canvass of the Election Returns for the 2013 Municipal Primary Election
7. Discussion on Social Media
8. Review/Action on a Resolution Regarding the Municipal Wastewater Planning Program
9. Discussion on Snowplow for SR146/Canyon Road
10. Review/Action to Award a Professional Services Contract for the Impact Fee Analysis Study
11. Discussion on Golf Course Driving Range Fencing
12. Discussion on the Utah Valley Dispatch Special Service District Contract – *Presenter C. Zappala*
13. Discussion on the North Pointe Solid Waste Special Service District Contract – *Presenter C. Augustus*
14. Discussion on Approving a Name Change for North Clubhouse Drive
15. Review/Action on City Logo and Branding
16. Discussion on Cedar Hills Water Outlook
17. Motion to go into Executive Session, Pursuant to Utah State Code 52-4-204 & 52-4-205, to discuss the Purchase, Exchange or Lease of Real Property  
\* \* \* EXECUTIVE SESSION \* \* \*
18. Motion to Adjourn Executive Session and Reconvene City Council Meeting

**ADJOURNMENT**

19. Adjourn

Posted this 23rd day of August, 2013

  
\_\_\_\_\_  
Colleen A. Mulvey, City Recorder

- Supporting documentation for this agenda is posted on the City's Web Site at [www.cedarhills.org](http://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 to be held.
- 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

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Colleen Mulvey, City Recorder
<b>DATE:</b>	8/27/2013

## City Council Agenda Item

<b>SUBJECT:</b>	2013 Municipal Primary Election Canvass
<b>APPLICANT PRESENTATION:</b>	n/a
<b>STAFF PRESENTATION:</b>	Colleen Mulvey, City Recorder

**BACKGROUND AND FINDINGS:**

Pursuant to state law, it is necessary for the City Council to act as the board of canvassers and to canvass the election returns by reviewing and verifying the total votes cast on election day, and to tally and add the total votes from the Provisional and late returning Absent-Voter Ballots (which will be opened and tallied at the meeting) so that the final totals for each candidate are shown. The city received 11 Provisional Ballots, 9 were verified as valid, and received 6 late returning Absent-Voter Ballots, 2 were verified as valid.

It will be necessary for the City Council, by motion, to officially certify the results of the canvass and declare "nominated" those persons who had the highest number of votes.

**PREVIOUS LEGISLATIVE ACTION:**

n/a

**FISCAL IMPACT:**

n/a

**SUPPORTING DOCUMENTS:**

The following supporting documents will be presented at the meeting:

From each Precinct: the Total Votes Cast sheet, the Tally List and the Statement of Disposition of Ballots. (The 9 valid Provisional Ballots and 2 valid Absent-Voter Ballots will also be presented and opened at the meeting)

**RECOMMENDATION:**

Staff recommends the City Council accept the results for the 2013 Municipal Primary Election and canvass and declare the persons with the highest number of votes to be nominated.

**MOTION:**

To accept and certify the results of the 2013 Municipal Primary Election and canvass, and declare City Council candidates Rob Crawley, Stephanie Martinez, Daniel Zappala, and Jared Bradley to be nominated to the Municipal General Election on November 5, 2013.



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker, City Manager
<b>DATE:</b>	8/27/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Discussion on Communication via Social Media, Website, et.al
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	David Bunker, Eric Johnson

**BACKGROUND AND FINDINGS:**

The use of social media is important for the city to engage in. Based on the recommendations of other governmental organizations, Facebook is better suited for the distribution of information from the City without receiving posts from visitors to the page. However, what about private messages? To whom should they be directed and answered by, and should they be available for GRAMA requests?

Another communication outlet used by City representatives includes the Forum. Is information on this site under the same GRAMA requirements as city emails, texts, and webpage?

Mr. Johnson will be present to discuss the requirements and compliance with GRAMA as it relates to city communications.

**PREVIOUS LEGISLATIVE ACTION:**

None.

**FISCAL IMPACT:**

None.

**SUPPORTING DOCUMENTS:**

N/A.

**RECOMMENDATION:**

Staff recommends the council consider the use of social media such as Facebook as well as other media outlets such as the Forum for communication of city business.

**MOTION:**

No motion is necessary. Discussion item only.



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Jeff Maag, Public Works Director
<b>DATE:</b>	8/27/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Municipal Wastewater Planning Annual Report
<b>APPLICANT PRESENTATION:</b>	n/a
<b>STAFF PRESENTATION:</b>	Jeff Maag, Public Works Director
<b>BACKGROUND AND FINDINGS:</b>	
<p>As part of an annual system evaluation required by the Utah State Department of Environmental Quality, the city is required to pass a resolution stating we have prepared a Municipal Wastewater Planning Program Report, and have taken necessary actions to maintain effluent requirements contained in the Utah Pollutant Discharge Elimination System (UPDES) permit.</p> <p>Completing this process gives our system additional points on the Utah Wastewater Project Priority List System which is used to allocate funds under the wastewater grant and loan program. Also the results are used to focus the state's technical assistance program</p>	
<b>PREVIOUS LEGISLATIVE ACTION:</b>	
Annual resolution passed.	
<b>FISCAL IMPACT:</b>	
none	
<b>SUPPORTING DOCUMENTS:</b>	
Municipal Wastewater Planning Program Report and resolution.	
<b>RECOMMENDATION:</b>	
Staff recommends the City Council approve the Municipal Wastewater Planning Program Resolution	
<b>MOTION:</b>	
To approve/not approve Resolution No. _____, a resolution adopting the Municipal Wastewater Planning Program for the City of Cedar Hills, Utah.	

# STATE OF UTAH

## *MUNICIPAL WASTEWATER PLANNING PROGRAM*

### SELF-ASSESSMENT REPORT

FOR

CEDAR HILLS

2012



Resolution Number \_\_\_\_\_

**MUNICIPAL WASTEWATER PLANNING PROGRAM RESOLUTION**

RESOLVED that **CEDAR HILLS** informs the Water Quality Board the following actions were taken by the **CITY COUNCIL**

1. Reviewed the attached Municipal Wastewater Planning Program Report for 2012.
2. Have taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit (If Applicable)

Passed by a (majority) (unanimous) vote on

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Mayor/Chairman

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Recorder/Clerk

**Municipal Wastewater Planning Program (MWPP)  
Financial Evaluation Section**

Owner Name: CEDAR HILLS

Name and Title of Contact Person:

JEFF MAAG  
PUBLIC WORKS DIRECTOR

Phone: 801 785 9668

E-mail: JMAAG@CEDARHILLS.ORG

**PLEASE SUBMIT TO STATE BY: September 1, 2013**

Mail to: MWPP - Department of Environmental Quality  
c/o Paul Krauth, P.E.  
Division of Water Quality  
195 North 1950 West  
P.O. Box 144870  
Salt Lake City, Utah 84114-4870  
Phone : (801) 536-4346

*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 Cantón. 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 <u>at this time</u> ?	YES = 0 points NO = 25 points	0
Are the projected revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs for the <u>next five years</u> ?	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
<b>TOTAL PART I =</b>		<b>50</b>

## 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 <u>next five years</u> ?	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <u>next ten years</u> ?	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <u>next twenty years</u> ?	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
<b>TOTAL PART II =</b>		<b>25</b>

Part III: GENERAL QUESTIONS

Complete the following table:

Question	Points Earned	Total
Is the wastewater treatment fund a separate enterprise 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)	2014	2015	2016	2017	2018
	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

# Municipal Wastewater Planning Program (MWPP) Collection System Section

Owner Name: CEDAR HILLS

Name and Title of Contact Person:

JEFF MAAG  
PUBLIC WORKS DIRECTOR

Phone: 801 785 9668

E-mail: JMAAG@CEDARHILLS.ORG

PLEASE SUBMIT TO STATE BY: September 1, 2013

Mail to: MWPP - Department of Environmental Quality  
c/o Paul Krauth, P.E.  
Division of Water Quality  
195 North 1950 West  
P.O. Box 144870  
Salt Lake City, Utah 84114-4870  
Phone : (801) 536-4346

Form completed by

JEFF MAAG

**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 30 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	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	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
<b>TOTAL PART II =</b>			0

B. Please specify whether the bypass(es) was caused a contract or tributary communities, etc.

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**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 <sub>5</sub> loadings to the sewerage system could significantly increase (25%)?	No = 0 points Yes = 10 points	0
<b>TOTAL PART III =</b>		0

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

5 new residential connections

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

1 new commercial/industrial connections

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

16 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 I

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

D. State of Utah Administrative Rules require 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 \_\_\_\_\_  
 Collection III TRAVIS AUSTIN  
 Collection IV DAVID BUNKER

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
<b>TOTAL PART IV =</b>		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	20
Do you have a written safety plan?	Yes = 0 points No = 20 points	20
<b>TOTAL PART V =</b>		<b>40</b>

**Part VI: SUBJECTIVE EVALUATION**

*This section should be with the system operators.*

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

*Two Major Collector Lines, All Gravity, Jetted and camera on rotating schedule.*

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

*Line extensions for new development*

Part VI: SUBJECTIVE EVALUATION (cont.)

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

No Major Problems

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

New development - cost past thru to developer.

E. How many times in the last calendar year was there sewage in basements at any point in the collection system for any reason, except for plugging of the lateral connections?

There were 4 total basements with sewage in them in 2012.

How many different times different did flooding occur? 2

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

ALWAYS  SOMETIMES \_\_\_\_\_ NO \_\_\_\_\_

If they do, what percentage is paid?

approximately 100 %

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

YES \_\_\_\_\_ NO



## 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	40
Total	40

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ADOPTING THE 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 2012, 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 27th day of August, 2013**

APPROVED:

\_\_\_\_\_  
Gary R. Gygi, Mayor

ATTEST:

\_\_\_\_\_  
Colleen A. Mulvey, City Recorder



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker, City Manager
<b>DATE:</b>	8/27/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Discussion on Snowplowing SR-146/Canyon Road
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	David Bunker
<b>BACKGROUND AND FINDINGS:</b> <p>With the recent completion of 4800 West, UDOT will be acquiring jurisdictional control of North County Blvd in lieu of SR-146. However, discussions recently have trended toward UDOT keeping SR-146 as well. Through an agreement with Utah County, snowplowing efforts would be the responsibility of the County while pavement maintenance would remain with UDOT. Commissioner Ellertson met with representatives of PG and Cedar Hills to inquire what the cities would charge to relieve the County of the snow plowing responsibility. Mr. Maag and I have reviewed the anticipated costs and have concluded it will be in the range of \$10,000 - \$12,500 annually based on average snow fall. Costs will increase during extreme snow event years.</p> <p>During our meeting with the commissioner, PG tossed out the idea of having the cities do the plowing and splitting the costs with the county. The commissioner asked if Cedar Hills would do the same. Council should discuss the merits of subsidizing the county efforts to plow SR-146. It is proposed that the county would fund Cedar Hills \$5,000 annually. The remainder would be the responsibility of the City.</p>	
<b>PREVIOUS LEGISLATIVE ACTION:</b> None.	
<b>FISCAL IMPACT:</b> County would pay \$5,000 towards snow plow efforts. City would fund any amount over \$5,000. Estimated during average years to cost approximately \$10,000 to \$12,500.	
<b>SUPPORTING DOCUMENTS:</b> N/A	
<b>RECOMMENDATION:</b> Funding for this effort is not contained in the FY14 budget. Snow plow budget may require budget amendment to fully implement this effort. With limited resources, the public works department will be taxed in both personnel and equipment during severe storm events. Additional liability may be presented with added responsibility of clearing state route.	
<b>MOTION:</b> Discussion item only. No motion is necessary. Direct the staff to respond as appropriate to county commission.	



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker, City Manager
<b>DATE:</b>	8/27/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Award Professional Services Contract for Impact Fee Analysis Study
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	David Bunker
<b>BACKGROUND AND FINDINGS:</b> The City recently approached several firms to submit proposals for the completion of an impact fee facility plan and impact fee analysis. Based on the city's procurement policy, the city may select the most qualified professional firm to complete the study. In anticipation of the project being completed during the FY 2014 budget year, funding for the project is currently available.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> Last impact fee analysis completed in 2007.	
<b>FISCAL IMPACT:</b> Project costs are anticipated to be approximately \$48,000. Study is currently funded in the FY-2014 budget.	
<b>SUPPORTING DOCUMENTS:</b> Proposal with anticipated Scope of Services.	
<b>RECOMMENDATION:</b> Staff recommends the Council award the professional services contract to Bowen Collins & Associates for the 2013 Impact Fee Facilities Plan and Impact Fee Analysis as presented in the Scope of Services Agreement.	
<b>MOTION:</b> To approve/not approve a professional service contract with Bowen Collins & Associates for the completion of the Impact Fee Facilities Plan and Impact Fee Analysis.	

May 14, 2013

Mr. David Bunker, City Manager/Engineer  
Cedar Hills City  
10246 N Canyon Road  
Cedar Hills, Utah 84062

Subject: Scope of Work and Fee to prepare 2013 Impact Fee Facilities Plan and Impact Fee Analysis

Dear David:

In response to your request, Bowen Collins & Associates (BC&A) has prepared this proposed scope of work and fee to complete the 2013 Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA).

#### **WORK DESCRIPTION**

Prepare an IFFP and IFA for the City of Cedar Hills that meet current statutory requirements and provide recommendations for impact fees.

#### **SCOPE OF WORK**

BC&A will complete the following tasks:

##### **PHASE 1 – MASTER PLAN REVIEW**

###### **Task 1.1 – Collect and Review Existing Information**

A kickoff meeting will be held with City staff and the project team to accomplish the following:

- Gather information and make information requests
- Coordinate all noticing requirements
- Establish timeline and milestone dates
- Establish contacts for gathering further information
- Discuss developer and public involvement and schedule a public workshop/open house if desired
- Discuss the approach for projecting growth in the City
- Discussion of service areas, if more than one service area will be required

### **Task 1.2 Develop Growth Projections**

A growth projections memorandum will be prepared that summarizes the growth to be used in preparing the IFFP and IFA. The growth memorandum will include the following information:

- Population growth and number of residential units, by year, for the next 6-10 years
- Estimated population at build-out
- Equivalent residential unit (ERU) growth by year for the next 6-10 years
- Total ERUs at build-out

The preparation of the memorandum will include a review of historic building permit data, GOPB growth projections, and input from City staff. The City will review the growth projections memorandum before it is finalized. Based on discussions with City staff, it is understood that the City is approaching build-out and does not expect a large amount of additional growth.

### **Task 1.3 – Review Level of Service Assumptions**

We will review the projected demands and design criteria associated with each utility to develop level of service standards. Where a correlation exists (e.g. indoor water use and domestic waste water production) we will coordinate between the various utilities. We will check assumptions against industry standards and values used by neighboring communities.

### **Task 1.4 – Review the Capital Facilities Plan in Each Master Plan**

We will review the recommended improvements in each system master plan. We will verify that each contains a prioritized list based on the degree of deficiency and the expected schedule for upcoming development projects. Conceptual cost estimates will be reviewed for the list of prioritized improvements, including construction, land acquisition, engineering and administrative costs. We will assist in developing a consistent methodology for dividing projects between expenses eligible for impact fees and expenses not eligible for impact fees.

### **Task 1.5 – Progress and Coordination Meetings**

We will prepare for and attend regular progress meetings during the project. We propose to have 2 progress meetings (in addition to the kickoff meeting) with City Staff during the course of the project. We will also prepare for and attend up to two City Council Meetings to answer questions and discuss impacts of proposed design criteria and recommended improvements with City leaders. It has been assumed that one of these meetings will include the public hearings required before adoption of the final Impact Fee Facilities Plan and Impact Fee Analysis.

### **Task 1.6 – Prepare Technical Memorandum Documenting the Master Plan Review**

We will develop a user-friendly technical memorandum that summarizes the results of our review of the City's existing master plans. Based on previous discussions with City personnel, it

is expected that the master plans are in good condition and will provide BC&A with all information necessary to assemble a new IFFP and IFA for the City. If there is any information missing from the master plans or if any errors are identified in the master plans, BC&A will provide a recommended course of action to remedy the deficiencies. It is not expected that BC&A will be required to do additional modeling or master planning as part of the scope of this project.

#### **Task 1.7 – Coordination with Stakeholders**

We will distribute copies of the draft growth projection and master plan review technical memorandums to all stakeholders, and will organize, prepare for and attend a meeting including all stakeholders to obtain comments. We will work with City staff to address comments from the stakeholders in the final memorandums.

### **PHASE 2 – IMPACT FEE FACILITIES PLAN**

#### **Task 2.1 – Impact of Future Growth**

With the development of a defensible CFP resulting from the master planning activities in Phase 1, BC&A will have the information necessary to develop an IFFP. This will include identifying demands placed upon the utilities as a result of new development activity and the required system projects with estimates of project costs to meet those demands. This will be completed for culinary water, wastewater, roads, public safety, park land, and park development. We understand that the City has dropped its recreation facilities impact fee and is not interested in a storm drain or pressurized irrigation impact fee analysis at this time.

#### **Task 2.2 – Document Results**

We will document the results of the first task in an IFFP report. Included in this chapter will be a written certification of the IFFP in accordance with the requirements of Utah Code 11-36a. Presentation of results and the required public hearing prior to the adoption of the IFFP have been included as part of Task 1.5.

### **PHASE 3 – IMPACT FEE ANALYSIS**

BC&A proposes to use Zions Bank Public Finance to complete this portion of the project. BC&A will provide required engineering support to accomplish this task. Tasks to be completed by ZBPF include:

#### **Task 3.1 – Develop Impact Fee Analysis**

With the development of a defensible IFFP and other data contained in the master plans, BC&A and Zions will have the information necessary to subsequently develop an IFA. This will include identifying the impact of anticipated development, considering the method of financing existing and future facilities, determining the cost of existing capacity that will be recouped, determining

Mr. David Bunker  
May 21, 2013  
Page 4

the cost of system improvements that are related to new development activity, and calculating an appropriate and defensible impact fee. This will be completed for each utility listed in Task 2.1.

### **Task 3.2 – Document Results**

We will document the results of the first task in an IFA report. Included in this chapter will be a written certification of the IFA in accordance with the requirements of Utah Code 11-36a. Presentation of results and the required public hearing prior to the adoption of the IFA have been included as part of Task 1.5.

### **FEE**

It is our understanding that the City desires to complete this work as an amendment to our contract to provide a Utility Rate Study. If this is the case, we would propose completing this amendment on a time-and-expense basis, under the terms and conditions of our existing agreement with the City and our 2013 hourly rates, with the total fee not to exceed \$47,950.

If this proposal is acceptable, please sign in the space provided below and return a copy to our office.

We appreciate the opportunity to work with the City on this project. Please contact me if you have any questions or comments.

Sincerely,

**BOWEN COLLINS & ASSOCIATES, INC.**

Keith Larson, P.E.  
Principal

**ACCEPTED:**

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Cedar Hills City  
David Bunker, City Manager/Engineer

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Date



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker, City Manager
<b>DATE:</b>	8/27/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Discussion on Golf Course Driving Range Fencing
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Greg Gordon

**BACKGROUND AND FINDINGS:**

Mr. Botida approached the City several months ago to address the errant golf balls hit on the driving range which end up in his yard and on occasion hit his home. With the understanding that legally the Golf Course is not responsible for miss-hit golf balls, as that is the responsibility of the golfer, staff has been working on possible solutions to remedy the situation. Solutions may include the following:

- Extend the driving range fencing an additional 20 – 30 feet.
- Re-position tee boxes
- Fencing installed at Mr. Botidas property line
- Columnar trees planted at Mr. Botidas property line
- Take no action

Costs for the possible solutions will be discussed during council meeting. A discussion by staff and council followed by direction to staff would be appropriate.

**PREVIOUS LEGISLATIVE ACTION:**

None.

**FISCAL IMPACT:**

Varies depending on proposed solution. Financial implications are not considered in FY 2014.

**SUPPORTING DOCUMENTS:**

- To be presented during discussion.

**RECOMMENDATION:**

Staff recommends the council consider the responsibility and risks to the Golf Course, cars/homes of residents, and costs associated with each.

**MOTION:**

No motion is necessary. Discussion item only.



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker, City Manager
<b>DATE:</b>	8/27/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Discussion on Utah Valley Dispatch SSD Contract
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Daniel Zappala
<b>BACKGROUND AND FINDINGS:</b> Utah Valley Dispatch Special Service District has proposed a service contract to be considered by Lone Peak Public Safety District of which the City is a member of. The proposed contract outlines the contract conditions for dispatch services. Some components of the contract are of concern. Specifically section five, including length and consideration of contract terms and termination. City council should consider the ramifications of the proposed contract.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> None.	
<b>FISCAL IMPACT:</b> Unknown.	
<b>SUPPORTING DOCUMENTS:</b> Lone Peak Agreement with UVDSSD.	
<b>RECOMMENDATION:</b> Staff recommends the council consider the proposed contract and the implications and implementation of said contract.	
<b>MOTION:</b> No motion is necessary. Discussion item only.	

## **CONTRACT FOR DISPATCH SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Utah Valley Dispatch Special Service District, hereinafter referred to as "District," a special service district, and Lone Peak Public Safety District, hereinafter referred to as "Lone Peak", a special service district.

### **RECITALS**

**WHEREAS**, District provides dispatch services for public safety providers throughout Utah County; and

**WHEREAS**, Lone Peak provides emergency police and/or fire services for its members consisting of Alpine City, Highland City, and City of Cedar Hills; and

**WHEREAS**, all of the Lone Peak members are also members of District; and

**WHEREAS**, Lone Peak needs certain dispatch services relating to fire and police protection for its operations; and

**WHEREAS**, the parties have negotiated this agreement ("Agreement") for District to provide dispatch services to Lone Peak upon the terms and conditions specified herein;

**NOW THEREFORE**, based upon the mutual promises and other good and valuable consideration, the parties agree as follows:

### **SECTION ONE PURPOSE OF AGREEMENT**

- 1.1 The purpose of this Agreement is for District to provide public safety dispatch services to Lone Peak for its public safety operations in Utah County.

### **SECTION TWO SCOPE OF SERVICES**

- 2.1 During the period this Agreement is in effect, District agrees to provide public safety dispatch services to Lone Peak 24 hours a day, 7 days a week, in accordance with the standard procedures and policies adopted by District.

### **SECTION THREE PROBLEM RESOLUTION**

- 3.1 District and Lone Peak shall designate a representative to meet, discuss and resolve any disputes or problems arising from the performance of this Agreement.

## **SECTION FOUR INDEMNIFICATION**

- 4.1** Lone Peak shall be responsible for all damages to persons or property that occur as a result of its negligence or fault or that of its employees, officers, agents, or volunteers, in connection with the performance of this Agreement. Lone Peak shall defend, indemnify and hold harmless District from all claims that arise as a result of the negligence or fault of Lone Peak, its employees, officers, agents or volunteers.
- 4.2** District shall be responsible for all damages to persons or property that occur as a result of its negligence or fault or that of its employees, officers, or agents in connection with the performance of this Agreement. District shall defend, indemnify and hold harmless Lone Peak from all claims that arise as a result of the negligence or fault of District, its officers, agents or employees.

## **SECTION FIVE TERM AND TERMINATION**

- 5.1** This Agreement shall be effective on October 1, 2013, and shall run for a period of five years until midnight September 30, 2018. This Agreement shall automatically be renewed for successive five year periods unless the termination provisions of this Agreement are implemented.
- 5.2** Neither District nor Lone Peak may terminate this agreement as long as any of their common members (Alpine City, Highland City, or City of Cedar Hills) remain a member of either service district.
- 5.3** If all of the Lone Peak members give notice to District, pursuant to the District by-laws, that they are withdrawing from District, Lone Peak may give notice that it is terminating this agreement upon the effective date of its members withdrawing from District. If District receives notice, pursuant to the District by-laws, from all of the Lone Peak members that they are withdrawing from District, District may terminate this agreement with Lone Peak upon the effective date of the withdrawal from District by the Lone Peak members. Notice shall be given as soon as practical after receipt of notice of withdrawal from District by the Lone Peak members.

## **SECTION SIX COMPENSATION**

- 6.1** Lone Peak will be assessed fees for the dispatch services received based upon the fee schedule for District members, and at the same rate as District members. The fee schedule is currently based upon the number of calls received during the previous fiscal year.

- 6.2 As all of the Lone Peak members are also members of District, District will bill for dispatch services to Lone Peak through the member cities and town, based on their assessments for usage per District policies.

## SECTION SEVEN MISCELLANEOUS

- 7.1 **Amendments.** This Agreement may be amended in whole or in part at any time by the parties by a written amendment approved and signed by all the parties hereto in the manner provided by law.
- 7.2 **Authorization.** The individuals signing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this agreement on behalf of the parties.
- 7.3 **Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- 7.4 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- 7.5 **Documents on File.** Executed copies of this Agreement shall be placed on file in the office of each of the parties and shall remain on file for public inspection during the term of this Agreement.
- 7.6 **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agents for either party that are not contained in this written Agreement shall be binding or valid and this Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.
- 7.7 **Governing Laws.** It is understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Utah.
- 7.8 **Attorneys Fees.** In the event of default of any of the terms of this agreement, the non-breaching party shall be entitled to recover its attorneys fees, from the breaching party, incurred in enforcing the terms of the agreement.

IN WITNESS WHEREOF, District, by approval of its Board of Trustees, has caused this Agreement to be signed by its Chair; and, Lone Peak, by approval of its Board of Trustees, has caused this Agreement to be signed by its Chair.

**Utah Valley Dispatch Special Service District by:**

---

David Oyler, Chair

Attest:

---

Dennis Howard, Secretary

**Lone Peak Public Safety District by:**

---

, Chair

Attest:

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# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker, City Manager
<b>DATE:</b>	8/27/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Discussion on North Pointe Solid Waste SSD Contract
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Trent Augustus
<b>BACKGROUND AND FINDINGS:</b> North Pointe Solid Waste Special Service District has proposed a service contract to be considered by each member city of the District. The proposed interlocal agreement outlines the conditions of participation with the Special Service District. Some components of the contract are of concern. Specifically section one, including effective date, duration and contract terms and termination. City council should consider the ramifications of the proposed contract.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> None.	
<b>FISCAL IMPACT:</b> Unknown.	
<b>SUPPORTING DOCUMENTS:</b> North Pointe Interlocal Agreement.	
<b>RECOMMENDATION:</b> Staff recommends the council consider the proposed contract and the implications and implementation of said contract.	
<b>MOTION:</b> No motion is necessary. Discussion item only.	

**INTERLOCAL COOPERATION AGREEMENT**

by and among

ALPINE CITY

AMERICAN FORK CITY

THE TOWN OF CEDAR FORT

CEDAR HILLS CITY

EAGLE MOUNTAIN CITY

THE TOWN OF FAIRFIELD

HIGHLAND CITY

LEHI CITY

LINDON CITY

OREM CITY

PLEASANT GROVE CITY

THE CITY OF SARATOGA SPRINGS

THE TOWN OF VINEYARD

and

NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT

Relating to the delivery of municipal solid waste to the District

**INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT made and entered into by and among Alpine City, American Fork City, The Town Of Cedar Fort, Cedar Hills City, Eagle Mountain City, the Town Of Fairfield, Highland City, Lehi City, Lindon City, Orem City, Pleasant Grove City, Saratoga Springs City, and the Town Of Vineyard, all municipalities of the State of Utah, herein individually referred to as “City” and collectively referred to as “Cities” and the North Pointe Solid Waste Special Service District, a political subdivisions of the State of Utah, herein referred to as “District.” The parties to this Agreement are individually referred to as “Party” and collectively referred to as “Parties”.

**RECITALS**

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

WHEREAS, all of the Parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, all of the Parties to this Agreement share common issues related to the collection, transfer, transportation, and disposal of municipal solid waste, including curb-side collected waste, waste transported by individual citizens of Cities, and other waste materials; and

WHEREAS, the District was established to provide solid waste services for the Cities and the residents of the Cities; and

WHEREAS, the District has been efficiently and effectively provided these services for over 30 years; and

WHEREAS, the planned construction of the Vineyard Connector road by the Utah Department of Transportation has necessitated the redesign and retrofit of District facilities and daily operations; and

WHEREAS, the District has committed approximately \$1,800,000 toward the redesign and retrofit of its existing transfer station operations; and

WHEREAS, the funding and amortizing of the redesign and retrofit expenses are dependent upon the continued receipt by the District of the curb-side collected waste generated by the citizens of the Cities (all solid waste generated by the citizens of the Cities and collected at curb-side is referred to herein as “Curb-Side Waste”); and

WHEREAS, from 2008 through the completion of the redesign and retrofit of the District facilities, the District will have invested approximately \$5,400,000 in District facilities, and approximately \$1,950,000 in District equipment, to be able to provide solid waste disposal services to the member municipalities and their citizens; and

WHEREAS, the District has renewed its existing contract with Republic Waste Services for the transportation and disposal of waste collected at the transfer station owned and operated by the District; and

WHEREAS, as an additional benefit to the citizens of the Cities, the District also accepts waste transported to the District facilities by the individual citizens of the Cities; and

WHEREAS, the District also provides or participates in various additional expanded waste collection operations and services, including household hazardous waste collection,

assistance with prescription drug collection events, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the District is able to provide the expanded waste disposal services to the citizens of the Cities by subsidizing the associated expenses through the Curb-Side Waste receipts; and

WHEREAS, the expanded waste disposal services provided by the District to the citizens of the Cities constitute a direct benefit to the public good by providing for an appropriate disposal facility for such waste, thereby preventing the unlawful or inappropriate disposal of such waste materials; and

WHEREAS, the joint cooperative action of the Cities in committing the delivery of all Curb-Side Waste generated by the citizens of the Cities to the District allows the District to obtain better long term agreements for the transportation and disposal of the waste, providing a lower long term cost to the citizens of the Cities for solid waste disposal; and

WHEREAS, the long term committed delivery of Curb-Side Waste to the District is critical to the ability of the District to meet its commitments and provide solid waste services to the general public;

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

**Section 1. Effective Date; Duration.**

a. This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the satisfaction of all statutory requirements and the signature of the Agreement by the District and any other City. This

Interlocal Cooperation Agreement shall become effective and shall enter into force with regard to each additional City, upon the satisfaction of all statutory requirements and the signature of the Agreement by the additional City.

b. The initial term of this Interlocal Cooperation Agreement shall be from the effective date hereof until midnight December 31, 2021, and shall automatically renew for two additional terms of eight years each (through December 31, 2029, and through December 31, 2037); provided that any Party shall have the option to withdraw from this Agreement as of the end of the then current term, without penalty, if such Party provides written notice of withdrawal to the District on or before eighteen months prior to the expiration date of the then current term.

c. Any Party shall also have the option to withdraw from this Agreement as of December 31<sup>st</sup> of any year, if such Party both (i) provides written notice of withdrawal to the District on or before eighteen months prior to the December 31<sup>st</sup> date of withdrawal, and (ii) pays to the District, at the time of the notice of withdrawal, a payment calculated as follows: average annual Curb-Side Waste received by the District from the withdrawing Party for the two calendar years prior to the date of the notice of withdrawal, as determined by the District, times the number of years remaining in the then current term of this Agreement, times the District's transfer cost per ton for the calendar year prior to the notice of withdrawal, as determined by the District. By way of illustration, if the withdrawing Party generated an annual average of 5,000 tons of Curb-Side waste during the prior two years, two years remain in the then current term of this Agreement, and the District's transfer cost per ton for the prior calendar year is \$10 per ton, the withdrawal payment would be \$100,000.00

d. If a Party provides timely written notice of withdrawal to the District, this Agreement shall not automatically terminate with regard to the remaining Parties, but shall remain in full force and effect as to the remaining Parties. If a Party timely exercises its right to withdraw from this Agreement, the District shall have no obligation to accept waste from such Party, or from the citizens of such Party. If the District elects to accept such waste, the District shall impose such fees as determined by the District, which fees may be in excess of the fees charged to the non-withdrawing Parties.

**Section 2. Administration of Agreement.**

The Parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement.

**Section 3. Purpose.**

This Interlocal Cooperation Agreement has been established and entered into among the Parties for the purpose of facilitating the efficient operation of solid waste services provided by the District. In accordance with said purpose, the Parties, jointly and severally, agree to the following:

- a. Each City agrees to deliver exclusively to the District, or cause to be delivered exclusively to the District, all of the Curb-Side Waste generated by the citizens of such City.
- b. District agrees to accept from the Cities the Curb-Side Waste, subject to the fee schedules, rules, regulations, and procedures adopted by the District.

**Section 4. Manner of Financing.**

This Interlocal Cooperation Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for their respective obligations arising under this Interlocal Cooperation Agreement.

**Section 5. Manner of Holding, Acquiring, or Disposing of Property.**

The Parties agree that each Party shall maintain separate ownership and control over its own real and personal property.

**Section 6. Termination.**

This Interlocal Cooperation Agreement shall automatically terminate at the end of the second renewal term as described in Section 1 of this Agreement. This Interlocal Cooperation Agreement may also be terminated in advance of the automatic termination date by mutual written agreement of the Parties.

**Section 7. Administrator.**

Pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Parties agree that the District shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The Parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the Parties.

**Section 8. Indemnification.**

Each of the Parties is a political subdivisions of the State of Utah. Each of the Parties agrees to indemnify and save harmless the others for damages, claims, suits, and actions arising out such Party's negligent error or omission in connection with this Agreement. It is expressly agreed between the Parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act of Utah, Section 63G-7-101, et. seq., Utah Code

Annotated, 1953 as amended. The Parties to this Agreement specifically claim the privileges, protections and immunities of the Governmental Immunity Act of Utah and limits of liability contained therein.

**Section 9. Filing Of Interlocal Cooperation Agreement.**

A copy of this Interlocal Cooperation Agreement shall be placed on file in the office of the District and with the official keeper of records of the Cities, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

**Section 10. Notices and Contacts.**

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

Alpine City  
Attn: City Recorder  
20 North Main  
Alpine, UT 84004

Lehi City  
Attn: City Recorder  
153 North 100 East  
Lehi, UT 84043

American Fork City  
Attn: City Recorder  
51 East Main  
American Fork, UT 84003

Lindon City  
Attn: City Recorder  
100 North State Street  
Lindon City, UT 84042

The Town of Cedar Fort  
Attn: Town Recorder  
50 East Center Street  
Cedar Fort, UT 84013

Orem City  
Attn: City Recorder  
56 North State Street  
Orem, UT 84057

Cedar Hills City  
Attn: City Recorder  
10246 North Canyon Road  
Cedar Hills, UT 84062

Pleasant Grove City  
Attn: City Recorder  
70 South 100 East  
Pleasant Grove, UT 84062

Eagle Mountain City  
Attn: City Recorder  
1650 East Stagecoach Run  
Eagle Mountain, UT 84005

City of Saratoga Springs  
Attn: City Recorder  
1307 North Commerce Drive, #200  
Saratoga Springs, UT 84045

Town of Fairfield  
Attn: Town Recorder  
PO Box 271  
Fairfield, UT 84013

Town of Vineyard  
Attn: Town Recorder  
240 East Gammon Road  
Vineyard, UT 84058

Highland City  
Attn: City Recorder  
5400 West Civic Center, Suite 1  
Highland, UT 84003

North Pointe Solid Waste  
Special Service District  
Attn: District Manager  
2000 West 200 South  
Lindon, UT 84042

**Section 11. Additional Provisions.**

A. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

B. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

C. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

D. Time. Time is of the essence of this Agreement.

E. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy based upon a breach thereof shall constitute a waiver of any such breach or of such or any other

covenant, agreement, term or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

F. Rights and Remedies. Any party in breach of this Agreement shall be liable for all damages arising out of such breach, to the fullest extent permitted by applicable law. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

G. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

H. Litigation. If any action, suit or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing Party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non prevailing Party.

I. Recitals. The Recitals, as set forth above, are incorporated into this Agreement.

J. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

K. Amendments. This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be approved and executed in compliance with the requirements of the Interlocal Cooperation Act.

L. No Third Party Beneficiaries. This Agreement is not intended to benefit any party or person not named herein.

IN WITNESS WHEREOF, the Parties have signed and executed this Interlocal Cooperation Agreement on the dates listed below:

**ALPINE CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

---

CITY ATTORNEY

**AMERICAN FORK CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**TOWN OF CEDAR FORT**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN RECORDER

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
TOWN ATTORNEY

**CEDAR HILLS**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**EAGLE MOUNTAIN CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**TOWN OF FAIRFIELD**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN RECORDER

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
TOWN ATTORNEY

**HIGHLAND CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**LEHI CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**LINDON CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**OREM CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**PLEASANT GROVE CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**THE CITY OF SARATOGA SPRINGS**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**TOWN OF VINEYARD**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN RECORDER

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
TOWN ATTORNEY

**NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_  
RANDY FARNWORTH, Chair

ATTEST:

\_\_\_\_\_

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
H. CRAIG HALL, Attorney

L:\DAVID\North Pointe Solid Waste SSD\Interlocal Agreement June 27, 2013.doc



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker, City Manager
<b>DATE:</b>	8/27/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Discussion on Name Change for North Clubhouse Drive
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	David Bunker
<b>BACKGROUND AND FINDINGS:</b> During the April 23, and August 6, 2013 city council meetings, the council had a discussion regarding changing the name of North Clubhouse Drive to another name. Council wanted follow up on the associated costs for Sammys Grill and Tree Fitness. I have contacted Joseph and Jill for their input. Sammys: The main cost would be to reprint flyers. It is not really a big issue for most items like deliveries because he does not use Clubhouse Drive for his main address for business. Menus and coupons would need to be reprinted. Tree Fitness: Limited printing advertisements have been distributed. It would not be a large financial cost.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> None.	
<b>FISCAL IMPACT:</b> No substantial fiscal impact. Minor changes such as business cards, street sign, etc. Businesses within the Recreation Center would not be substantially affected.	
<b>SUPPORTING DOCUMENTS:</b> None.	
<b>RECOMMENDATION:</b> Staff recommends the council consider if a name change is prudent for North Clubhouse Drive.	
<b>MOTION:</b> No motion is necessary. Discussion item only.	



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker, City Manager
<b>DATE:</b>	8/27/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Approval of Branding Goals and Task Schedule
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	David Bunker
<b>BACKGROUND AND FINDINGS:</b> UPDATE 8/27/13: To finalize the City's efforts to finalize the branding project, it is recommended the City Council approve all or portions of the proposed goals and task schedule. For this reason, this item has been placed on the work session and on the council agenda as a review/action item.  8/6/13 The city's logo design and brand identity project contract with Radi8 Creative is complete. Based on the feedback received during the branding process, the current City logo will be retained. One of the final issues will be the implementation of brand standards, color guides, and applications. In addition, approval of a tagline would be appropriate if the city council desires to incorporate one. Council member Rees has outlined goals and recommended a task schedule that can be implemented. A discussion followed by direction to staff would be appropriate.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> None.	
<b>FISCAL IMPACT:</b> Varies depending on implementation schedule as desired.	
<b>SUPPORTING DOCUMENTS:</b> Branding feedback. Goals and task schedule.	
<b>RECOMMENDATION:</b> Staff recommends the council consider the implementation of a city tagline and other tasks to promote the City Brand.	
<b>MOTION:</b> To approve/not approve the proposed branding goals and task schedule subject to, . . .	

## GOALS:

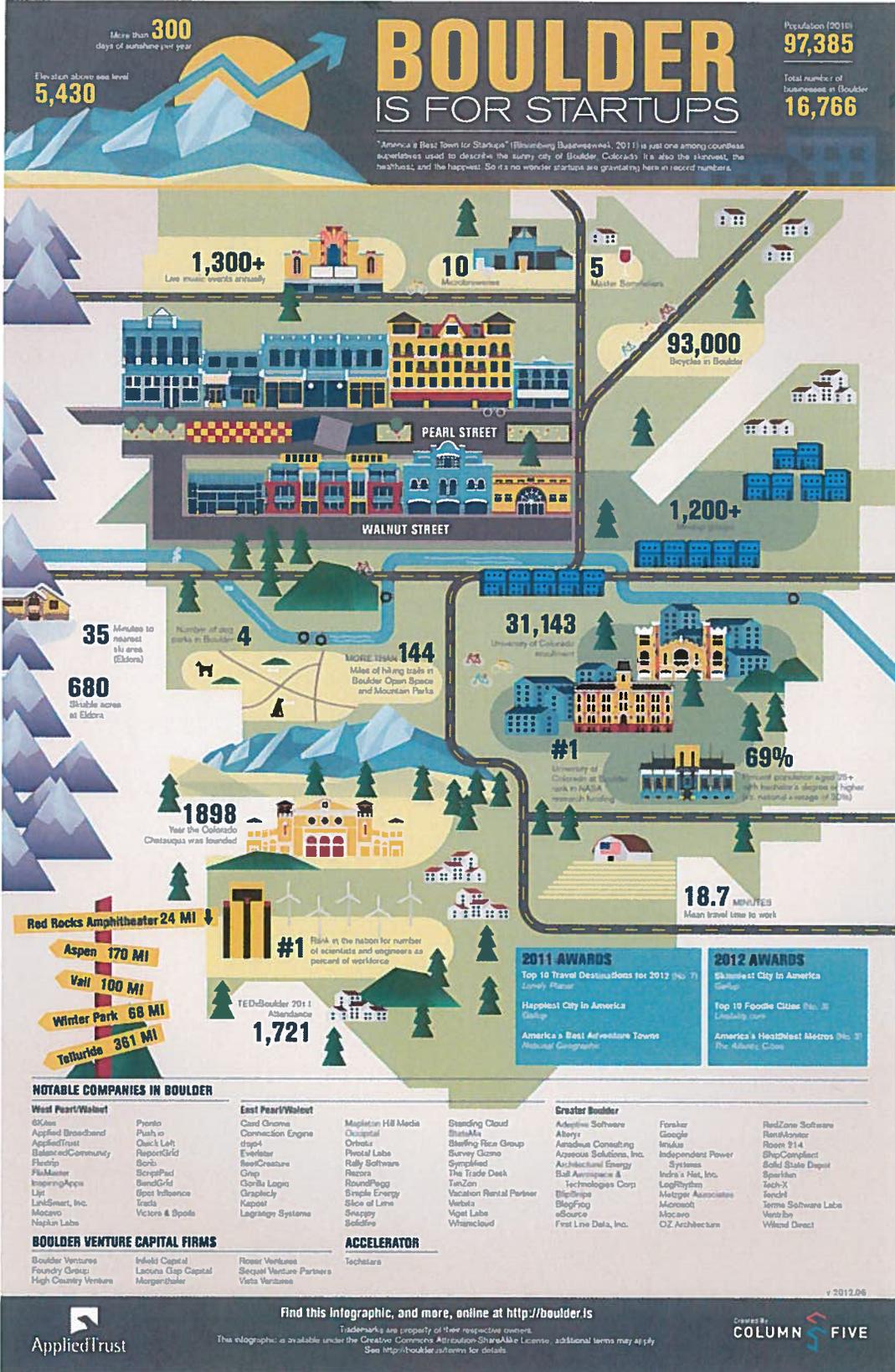
- attract and retain residents
- attract visitors for recreation/events (especially residents!)
- change perception
- commercial development

## To Do:

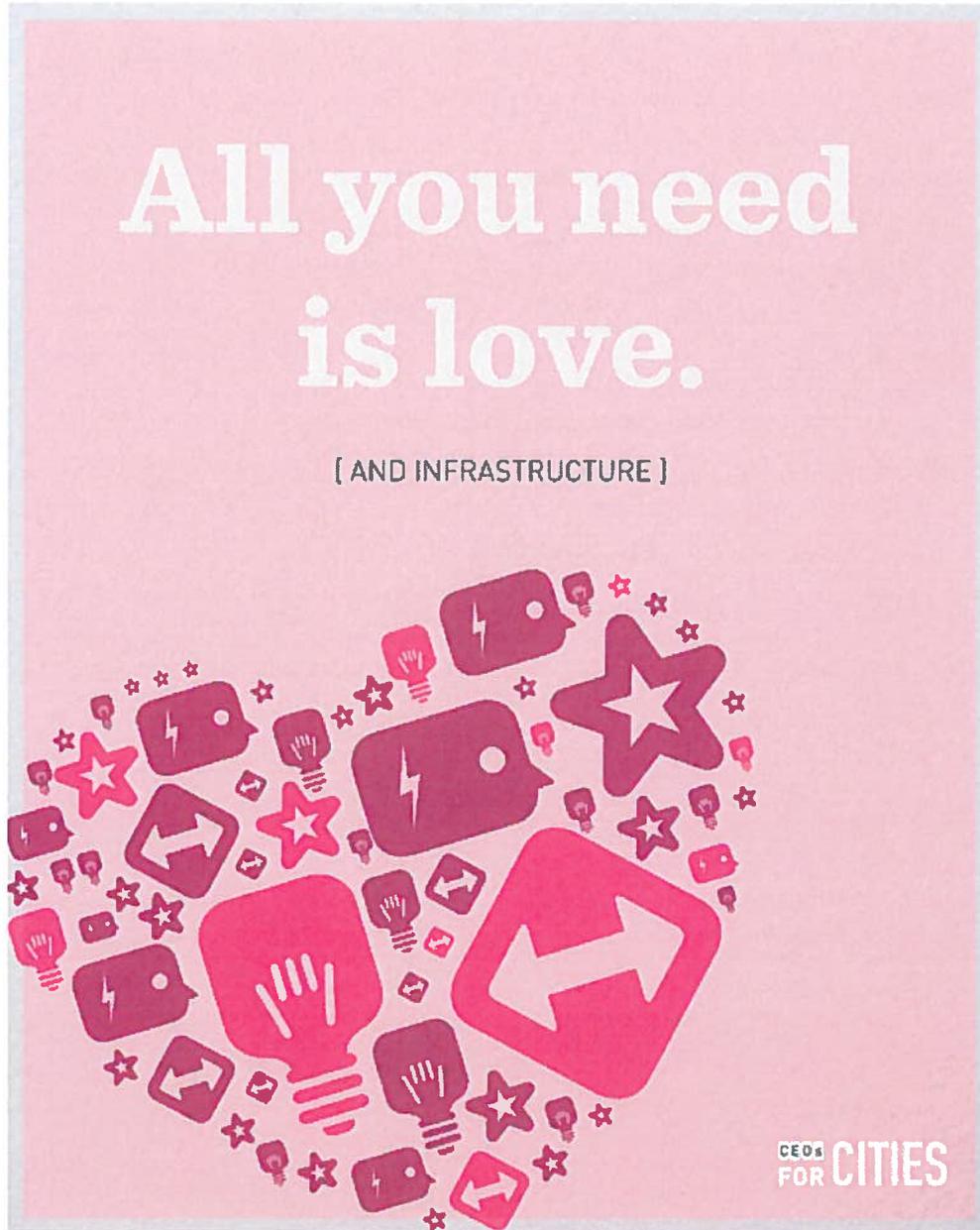
1. City Infographic (see Picture #1 for example)
  - a. One sheet that gives facts about City
    - i. Photos of City
    - ii. Map of city
    - iii. Proximity to AF Canyon
    - iv. Events/Happenings
    - v. Resources
    - vi. Why Cedar Hills is great
  - b. Send to (meet with?) new Utah County companies (Xactware, Adobe, DoTerra, Micron) to help with their recruiting efforts
  - c. Create one webpage with same information that can be used to direct residents and potential businesses to get a full understanding of Cedar Hills
  - d. Create separate infographic to mail to residents showing what is offered and contact information. Something they can put on their refrigerator. (something like the city recreation and events guide that Greg put together)
2. Videos of Cedar Hills
  - a. Post to website, Facebook, YouTube
    - i. Interviews with residents as to why they live in Cedar Hills
    - ii. Interviews with businesses as to why they opened in Cedar Hills
    - iii. Events and things to do
3. Slideshow Videos of Events (Pictures to music, no video)
  - a. Post to website, Facebook, Youtube
    - i. Family Festival
    - ii. Easter Egg Hunt
    - iii. Community Events
    - iv. Recreation
4. Resident Spotlights and Stories
  - a. Similar to Cedar Hills Champion
  - b. Include video interview
5. Monthly Email Message (see Picture #2) for example
  - a. Short and sweet – focus on one thing (infrastructure, recreation, city events)
  - b. Post to Facebook, website, but also email (see survey, most residents stated they preferred email communications)
6. Identify and meet with potential commercial developers
  - a. Infographic/ CH stats (demographics, income, proximity to canyon and other cities, etc.)

- b. Quarterly email (sales tax stats, survey data, events, construction updates, new business in nearby cities updates, etc.)
- 7. Tagline – are we going to implement the one that received the highest number of votes? If so:
  - a. Immediate:
    - i. Add to webpage and social media sites
    - ii. Add to stationary as re-ordered
    - iii. Press releases
    - iv. Newsletter
    - v. Incorporate into all things listed above in #1-6
  - b. Long term:
    - i. Add to vehicles
    - ii. Add to signage at city office
    - iii. Incorporate into all things listed above in #1-6
  - c. Not recommended for street signs or other areas where it would be too small to be visible

Picture #1



Picture #2



*Email would explain CH infrastructure or projects being worked on.*



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker, City Manager
<b>DATE:</b>	8/27/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Discussion on Pressurized Irrigation Water Outlook
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	David Bunker
<b>BACKGROUND AND FINDINGS:</b> Recently the City completed a review of the water supplied to the pressurized irrigation system for distribution to residential and business connections in the system. With water inventories nearing alarmingly low levels, it is incumbent on the city to conserve water resources. A water outlook summary was included in the July management report, and subsequently distributed to the city via the webpage and social media outlets. Further discussion should center around the intent to slow irrigation consumption through education and conservation while addressing what additional measures, if any, may be necessary to facilitate appropriate use of this resource.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> None.	
<b>FISCAL IMPACT:</b> None.	
<b>SUPPORTING DOCUMENTS:</b> Water outlook media release.	
<b>RECOMMENDATION:</b> Staff recommends the council consider advising residents to water only three days per week and conserve irrigation water for the remaining water year.	
<b>MOTION:</b> No motion is necessary. Discussion item only.	



## CEDAR HILLS WATER OUTLOOK

The City of Cedar Hills has been continually monitoring water levels this year as snow pack and reservoir levels are low, which means water supply has been significantly lower than in previous years. A recent review of water consumption determined that the city has supplied approximately 1.2 billion gallons of water through the pressurized irrigation system to date. This amount is enough to water 9,160 homes based upon state recommended outdoor water usage. At this rate, there is a concern that the city will not have the necessary water infrastructure capacity for current households combined with additional growth.

Because the level of water consumption through the pressurized irrigation system is higher than anticipated, the city is being forced to supplement the PI system with culinary water from city wells. While we are not experiencing any culinary water shortages at this time, it is always a concern when this occurs. The recommendation that will be presented to the City Council at the August 27<sup>th</sup> meeting will be to limit outdoor water days for each household, which would provide three specific days each week that outdoor watering can occur.

At this time the city is asking all residents to voluntarily reduce outdoor watering to three days per week. Staff will continue to monitor levels to determine how this reduction is affecting water levels. If voluntary participation is not enough to reduce overall water usage, then the city may need to enact an official ordinance to ration pressurized irrigation water times and amounts.

Any questions or concerns can be directed to the city by calling 801-785-9668. Residents with questions or concerns are also encouraged to attend the August 27<sup>th</sup> City Council meeting. The State of Utah provides a recommended watering schedule, which may be found online at <http://www.conservewater.utah.gov/monthly/>.

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