

**CITY COUNCIL MEETING  
OF THE CITY OF CEDAR HILLS  
Tuesday, December 3, 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, December 3, 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 C. Jackman and Pledge led by C. Martinez
2. Approval of Meeting's Agenda
3. Public Comment: Time has been set aside for the public to express their ideas, concerns and comments (comments limited to 3 minutes per person with a total of 30 minutes for this item)

**REPORTS/ PRESENTATIONS/ RECOGNITIONS**

4. Review/Action on adopting a Resolution recognizing Cedar Hills Champion, Valerie Scott
5. Report/Update - Siemens

**CONSENT AGENDA:**

6. Minutes from the November 14, 2013 Joint City Council and Planning Commission Work Session meeting, and the November 19, 2013 City Council meeting
7. Appointment of Members to the Beautification, Recreation, Parks and Trails Citizens Advisory Committee

**CITY REPORTS AND BUSINESS**

8. City Manager
9. Mayor and Council

**SCHEDULED ITEMS**

10. Review/Action on the 2013 Fiscal Year Audit
11. Review/Action on FY 2014 Budget Amendments
12. Review/Action on North Pointe Solid Waste Interlocal Agreement
13. Review/Action on an Ordinance setting the Time and Place of the regular City Council meetings for 2014
14. Review/Action on an Ordinance amending Title 10, Chapter 5, Relating to Portable Utility Sheds
15. Review/Action on an Ordinance amending Title 1, Chapter 6, Officers and Employees, by updating Job Titles and changing the Text to provide for Appointment of Appointed Officers pursuant to State Code Provisions
16. Review/Action on the Golf Course Driving Range Fencing Repair
17. Review/Action on a Resolution Creating a Water Conservation Citizens Advisory Committee
18. Discussion on a Decisions Survey

**ADJOURNMENT**

19. Adjourn

Posted this 27th day of November, 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.
- 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

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Gary R. Gygi, Mayor
<b>DATE:</b>	12/3/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Cedar Hills Champion – Valerie Scott
<b>APPLICANT PRESENTATION:</b>	Yes
<b>STAFF PRESENTATION:</b>	Gary R. Gygi, Mayor
<b>BACKGROUND AND FINDINGS:</b> As part of the Cedar Hills Champions Program, the city would like to recognize Valerie Scott. Valerie Scott was diagnosed with Stage IV lung cancer in 2012. She was determined to outlive her prognosis and has exceeded her initial prognosis by six months. Valerie's goal has been to bring more awareness to lung cancer unrelated to smoking and she has reached out to many businesses and schools asking for help to raise awareness. Valerie is encouraging insurance companies to pay for early screenings as early detection can significantly improve outcomes.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> none	
<b>FISCAL IMPACT:</b> none	
<b>SUPPORTING DOCUMENTS:</b> Resolution recognizing Valerie Scott as a Cedar Hills Champion, and proclaiming December 4, 2013 as "Valerie Scott Day" in Cedar Hills.	
<b>RECOMMENDATION:</b> Staff recommends the City Council approve and adopt the resolution.	
<b>MOTION:</b> To approve/not approve Resolution _____, a resolution recognizing Valerie Scott as a Cedar Hills Champion for her outstanding commitment to excellence and for her efforts in raising awareness for those who suffer with lung cancer.	

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

**A RESOLUTION RECOGNIZING VALERIE SCOTT AS A CEDAR HILLS CHAMPION FOR HER OUTSTANDING COMMITMENT TO EXCELLENCE AND FOR HER EFFORTS IN RASING AWARENESS FOR THOSE WHO SUFFER WITH LUNG CANCER**

**WHEREAS**, the City of Cedar Hills wishes to fully recognize the dedication and effort that Valerie Scott has put into in raising awareness for those who suffer with lung cancer; and

**WHEREAS**, since 2012 when Valerie Scott was diagnosed with Stage IV lung cancer, she was determined to outlive her prognosis and has already exceeded her initial prognosis by six months; and

**WHEREAS**, Valerie Scott’s goal has been to bring more awareness to lung cancer unrelated to smoking, and has reached out to several businesses and schools asking for help to raise the level of awareness; and

**WHEREAS**, Valerie Scott is encouraging insurance companies to pay for early screening, as early detection can significantly improve outcomes; and

**WHEREAS**, Valerie Scott’s goals and determination exemplify the traits, and drive that inspire others in our community to pursue their own personal goals and dreams.

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Hills, Utah, and on behalf of the residents, hereby proclaims that December 4, 2013, be recognized as “Cedar Hills Champion, Valerie Scott Day”. With this the City of Cedar Hills wishes to recognize and sincerely thank Valerie Scott for her dedication and the inspiration that she has provided to our community.

**PASSED AND ORDERED RECORDED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 3RD DAY OF DECEMBER, 2013.**

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

ATTEST:

\_\_\_\_\_  
Colleen Mulvey, City Recorder



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker
<b>DATE:</b>	12/3/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Report/Update Siemens Group, presentation on secondary water
<b>APPLICANT PRESENTATION:</b>	Mark Cram; Siemens Group
<b>STAFF PRESENTATION:</b>	Chandler Goodwin, Assistant City Manager

**BACKGROUND AND FINDINGS:**

Mark Cram has taken the past two years of utility bills and calculated the costs associated with street lighting and secondary water pumping and wells. As a City we currently consume far too much water than we should; as we look to find ways to curb usage, Siemens would like to present an option of secondary water metering as a way to reduce pumping costs and secondary water usage.

Currently, the City is exploring ways to educate the public on water consumption by forming a committee to explore the issue as it relates to Cedar Hills. As part of this consideration, the Siemens proposal allows for the City to install the necessary infrastructure and finance that through the savings related to lower usage on our secondary water system.

**PREVIOUS LEGISLATIVE ACTION:**

n/a

**FISCAL IMPACT:**

n/a

**SUPPORTING DOCUMENTS:**

See presentation

**RECOMMENDATION:**

Staff recommends that City Council give consideration to the proposals made by Siemens Group and direct staff on how to proceed.

**MOTION:**

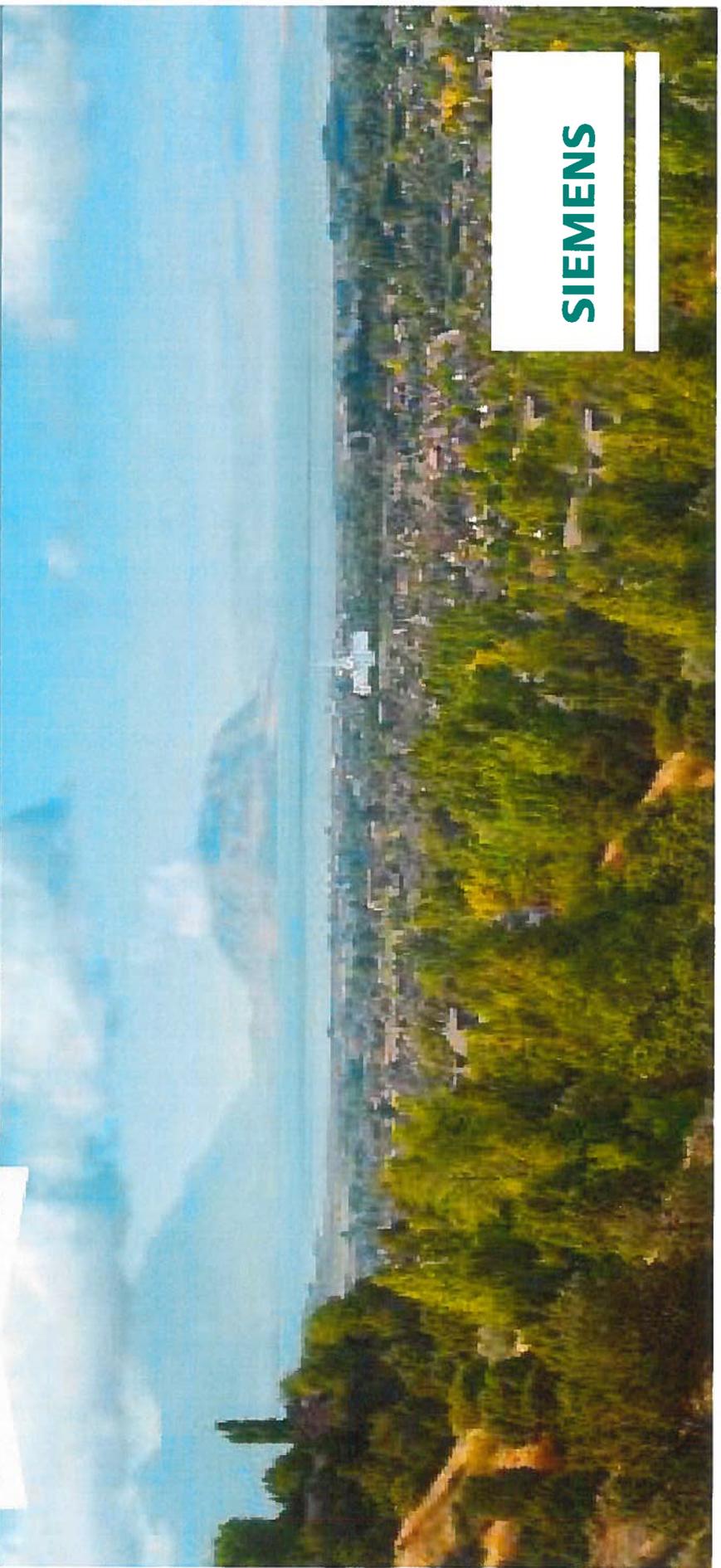
No motion necessary, report/update and discussion only.



# Cedar Hills

## Performance Based Solutions for Cities

December 3, 2013



# Your Challenges: Resources, Equipment, Mandates

# SIEMENS

## Resource Constraints

- Capital Budget Constraints
- Operating Budget Reductions
- Multiple Duties per FTE
- Finite resource capacity



## Aging Infrastructure

- Aging Equipment
- Equipment Failures
- Higher Energy and Repair Costs



## Sustainability Goals / Mandates

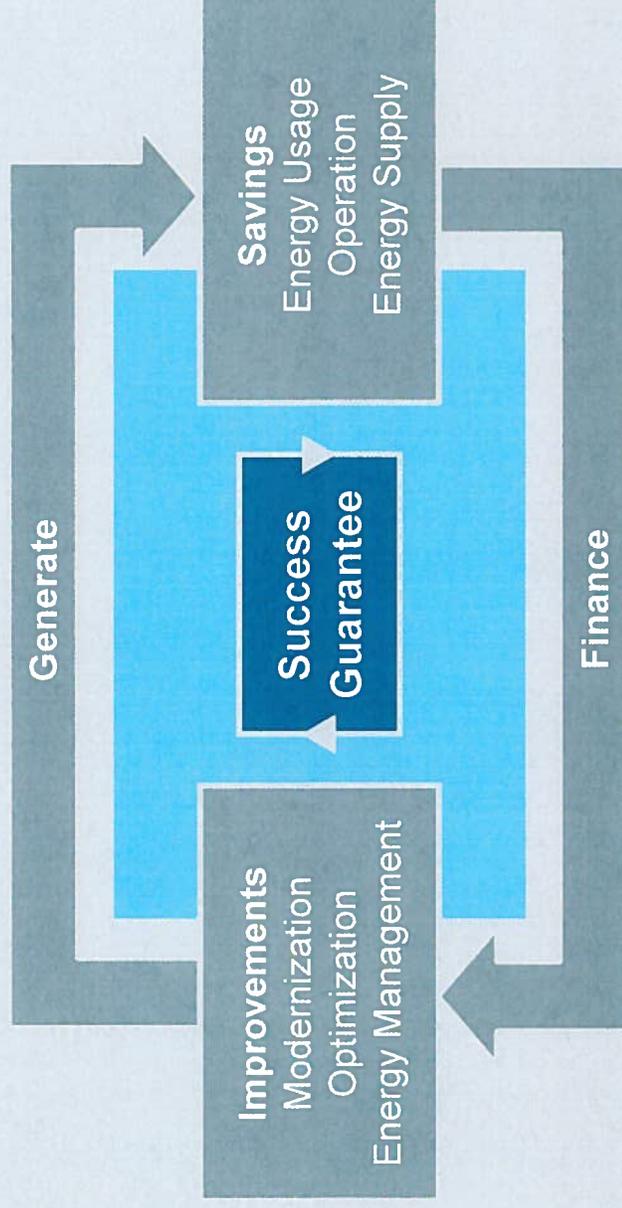
- Participation in RMP Blue Sky Program
- EPA Regulations for Environmental Issues



# Guaranteed Performance-based Solutions Address Your Challenges

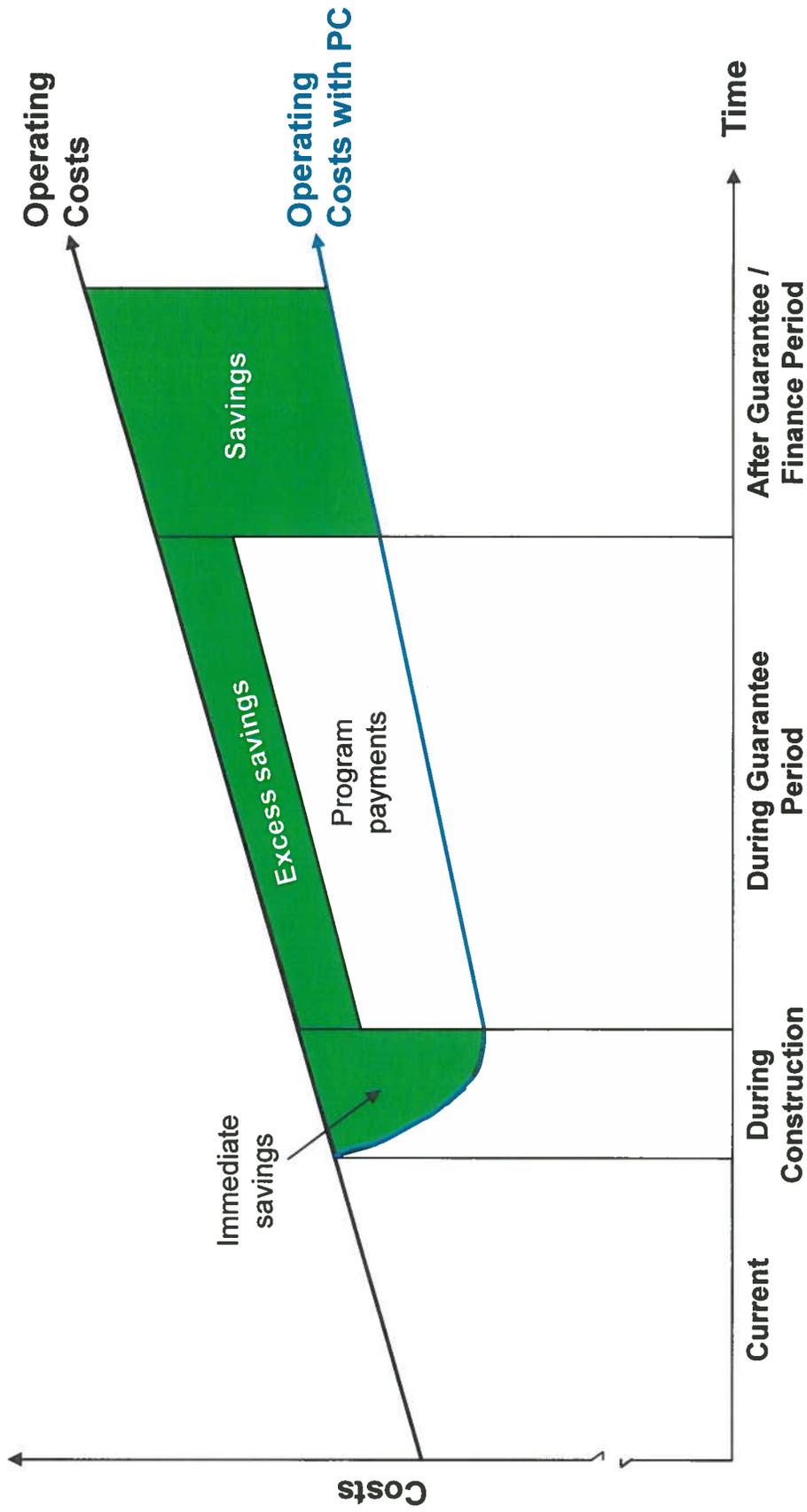
**SIEMENS**

- Make facility & infrastructure improvements
- Reduce energy use and associated expenses
- Your energy savings finance your improvements
- Siemens guarantees savings



# Understanding the Performance Contract Cash Flow

## SIEMENS



## Relevant Legislation

Most states have Energy Efficiency Legislation that allows for Performance Contracting Projects. This legislation can be adopted at the City level and modified to meet the City's needs. The relevant legislation for the state of Utah is as follows:

- HB 116 2010
- State Code Title 11 Chapter 44

### 11-44-102. Definitions.

As used in this chapter:

- (1) "Cost savings" means a decrease in an expenditure, including a future replacement expenditure, by a political subdivision resulting from an energy efficiency measure adopted under this chapter.
- (2) (a) "Energy efficiency measure" means an action taken by a political subdivision that reduces the political subdivision's:
  - (i) energy consumption;
  - (ii) water use; or
  - (iii) sewage use.
- (b) "Energy efficiency measure" includes:
  - (i) insulation installed in a wall, roof, floor, foundation, or heating and cooling distribution system;
  - (ii) a storm window or door, multipaned window or door, heat absorbing or heat reflective glass and coated window or door system, additional glazing, or reduction in glass area;
  - (iii) an automatic energy control system;
  - (iv) a heating, ventilating, or air conditioning and distribution system modification or replacement in a facility;
  - (v) caulking and weatherstripping;
  - (vi) a replacement or modification of a lighting fixture to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility unless the increase in illumination is necessary to conform to the applicable building code for the proposed lighting system;
  - (vii) an energy recovery system;
  - (viii) a cogeneration system that produces steam or another form of energy for use primarily within a facility;
  - (ix) a renewable energy or alternate energy system;
  - (x) a change in operation or maintenance practice;
  - (xi) a procurement of a low-cost energy supply, including electricity, natural gas, or water;
  - (xii) an indoor air quality improvement that conforms to applicable building code requirements;
  - (xiii) a daylighting system;
  - (xiv) a building operation program that provides cost savings, including computerized energy management and consumption tracking programs or staff and occupant training; or
  - (xv) a service to reduce utility costs by identifying utility errors and optimizing rate schedules.
- (3) "Energy savings agreement" means a contract between a political subdivision and a qualified energy service provider for evaluation, recommendation, and implementation of one or more energy efficiency measures.
- (4) (a) "Facility" means a building, structure, or other improvement that is constructed on property owned by a political subdivision.
- (b) "Facility" does not mean a privately owned structure that is located on property owned by a political subdivision.

**SIEMENS**

# The Siemens Difference

**P** eople

**P** rocess

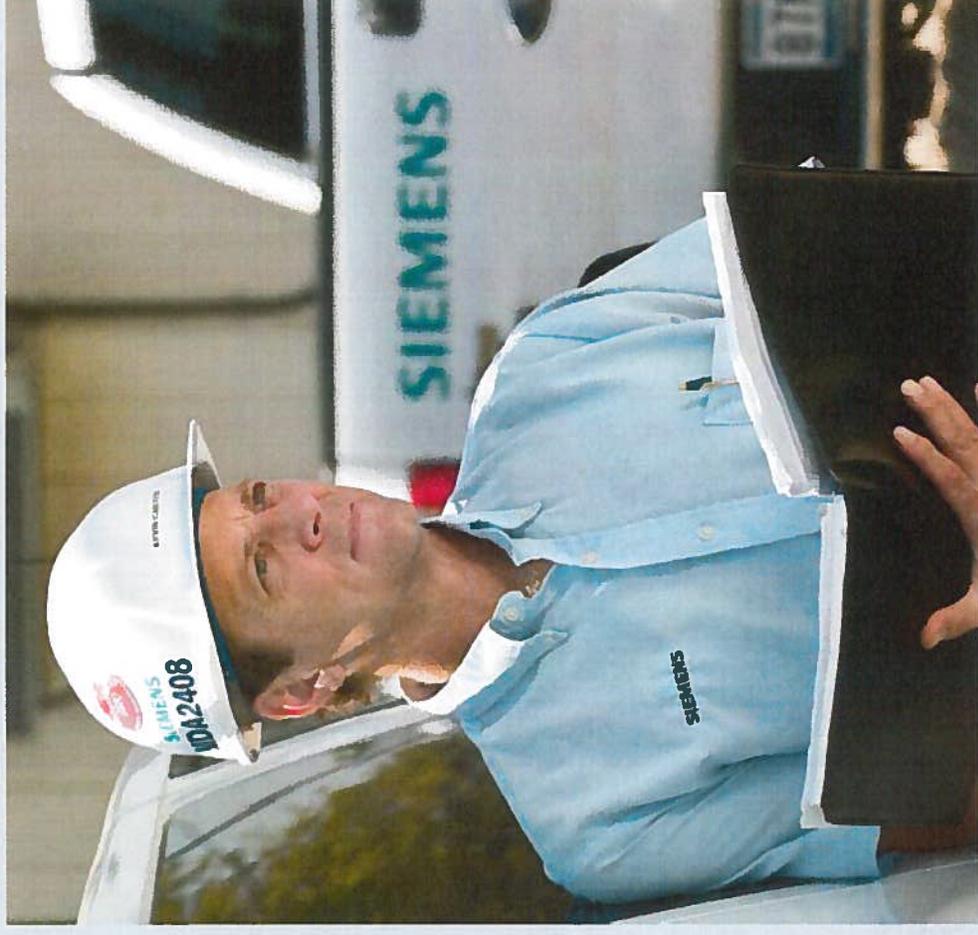
**P** roficiencies

**P** romise

Siemens Industry, Inc.

## **Our People – In Your Community 24/7**

- 1,500 dedicated service personnel
- 100 branch offices nationwide
- Local branch office in Salt Lake City
- Professional project managers and energy engineers
- In your community
- Understand your needs
- Know your local contractors
- Available 24-hours a day, seven days a week



# Our Process – Road Map to Success

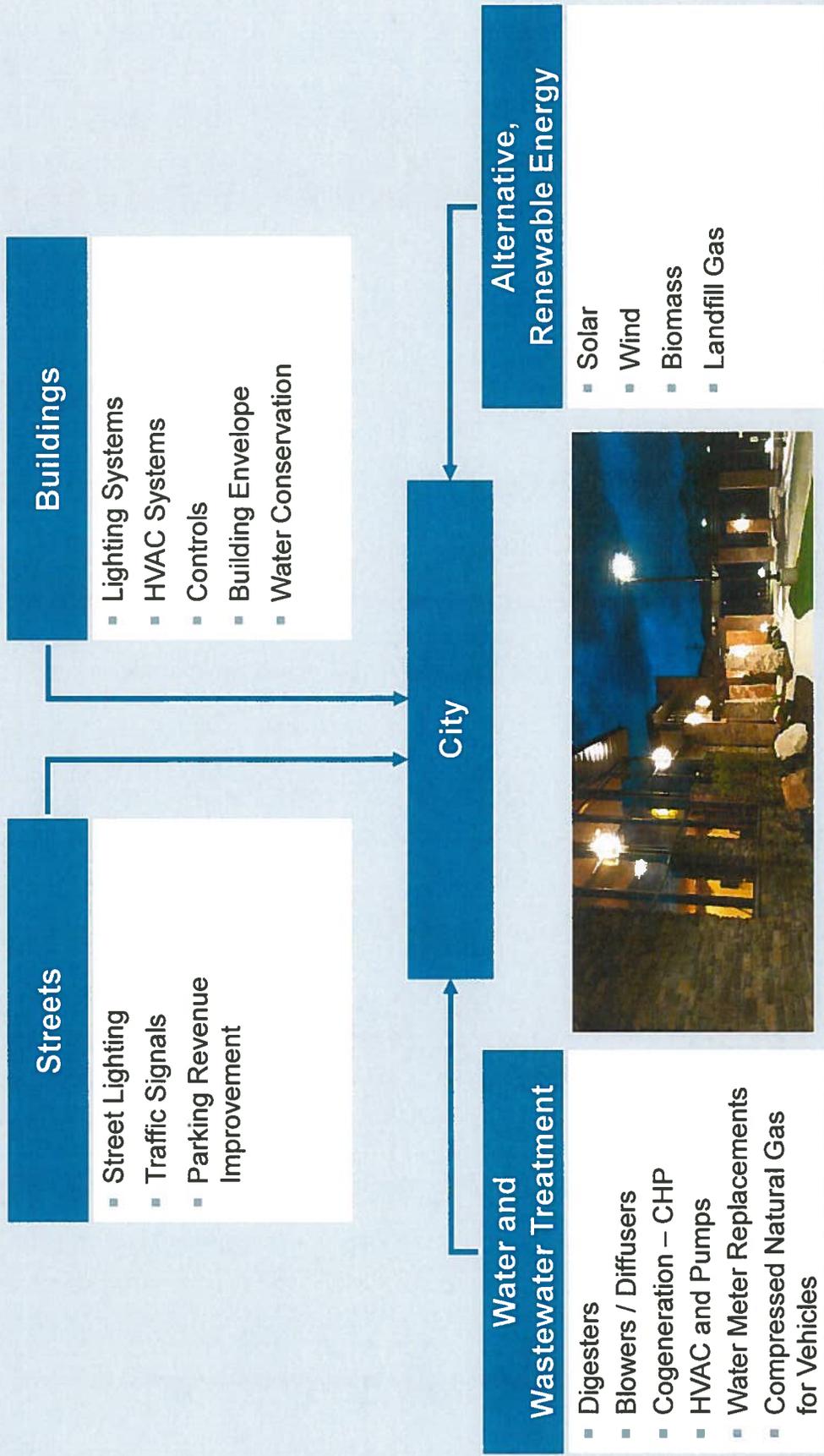


## Siemens Guaranteed Performance-based Solutions

Our experts structure a comprehensive plan tailored to meet your strategic and technical business goals



# Our Proficiencies – Broad Range of Innovative Solutions



# **Our Promise - Experience in Delivering Successful Projects**

**SIEMENS**

- Over 15 years of performance-based experience
- More than 1,300 successfully completed projects
- \$3 Billion in energy savings to our customers
- Guaranteed Savings achieved in 99% of projects



## Potential Opportunities for Cedar Hills

The Siemens team has met with City staff and identified the following potential opportunities:

- City-wide Pressurized Irrigation Water Metering
- City-wide street lighting
- Secondary water connection to all parks
- Pumping Cost Efficiency



## Pressurized Irrigation Summary

- Current residential connections
- Potential residential connections
- Residential connections unavailable
- Current commercial connections
- Total Current and Potential Connections

2,275

84

12

15

2,374



## Street Lighting Summary

QTY	Wattage	Type	Rate	Ownership
(5)	9500W	HPS	12F	CH
(7)	9500W	HPS	12F	CH
(3)	9500W	HPS	12F	CH
(152)	100W	HPS	11	RMP
(241)	100W	HPS	12E	CH
(34)	100W	MH	12E	CH
▪ (290) City Owned Inventory				
▪ (152) RMP Owned Inventory				
▪ Potential Annual Savings 40%-50%				



## Annual Utility Bill Summary

- Total Annual Usage for Reviewed Accounts **\$36,180**
- Annual Usage for Pumps, Wells, etc. **\$496,582**
- Annual Usage for Street Lighting **\$27,487**
- Annual Usage for Reviewed Accounts **\$560,249**
  
- Potential Savings Range **10%-15%**
- Potential Annual Savings **\$56k-\$84k**
- Potential Project Size (15 YR) **\$840k-\$1.27M**



## Secondary Water Financial Summary

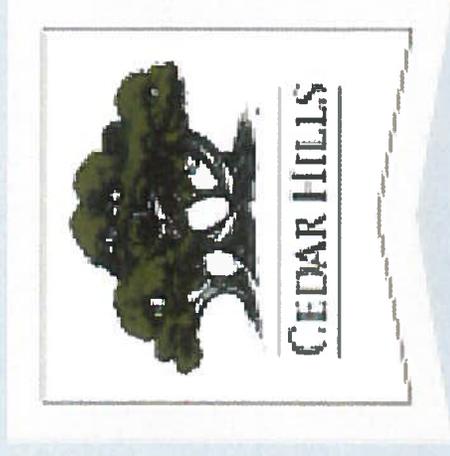
- Annual pressurized irrigation revenue \$1,132,350
- Total annual PI gallons distributed 710 M gallons
- Total average use per connection 309 k gallons
- Projected annual usage based on weather /climate 175 M gallons
- Projected standard usage per connection based on weather /climate 76 k gallons
- Established rates for responsible users should remain unchanged
- 
- Pressurized Irrigation Metering Project
  - Meters to be installed adjacent to existing connection location
  - Material, Labor, Design, Engineering, Project Management, Procurement, Warranty, etc. \$2.4M - \$3.4M
  - Actual costs determined during Investment Grade Audit phase
  - Siemens warranty 20 years on meters
  - 15 Year Project equates to \$200,000
  - 20 Year Project equates to \$150,000
  - Potential offset in pumping costs alone



# Next Steps

**SIEMENS**

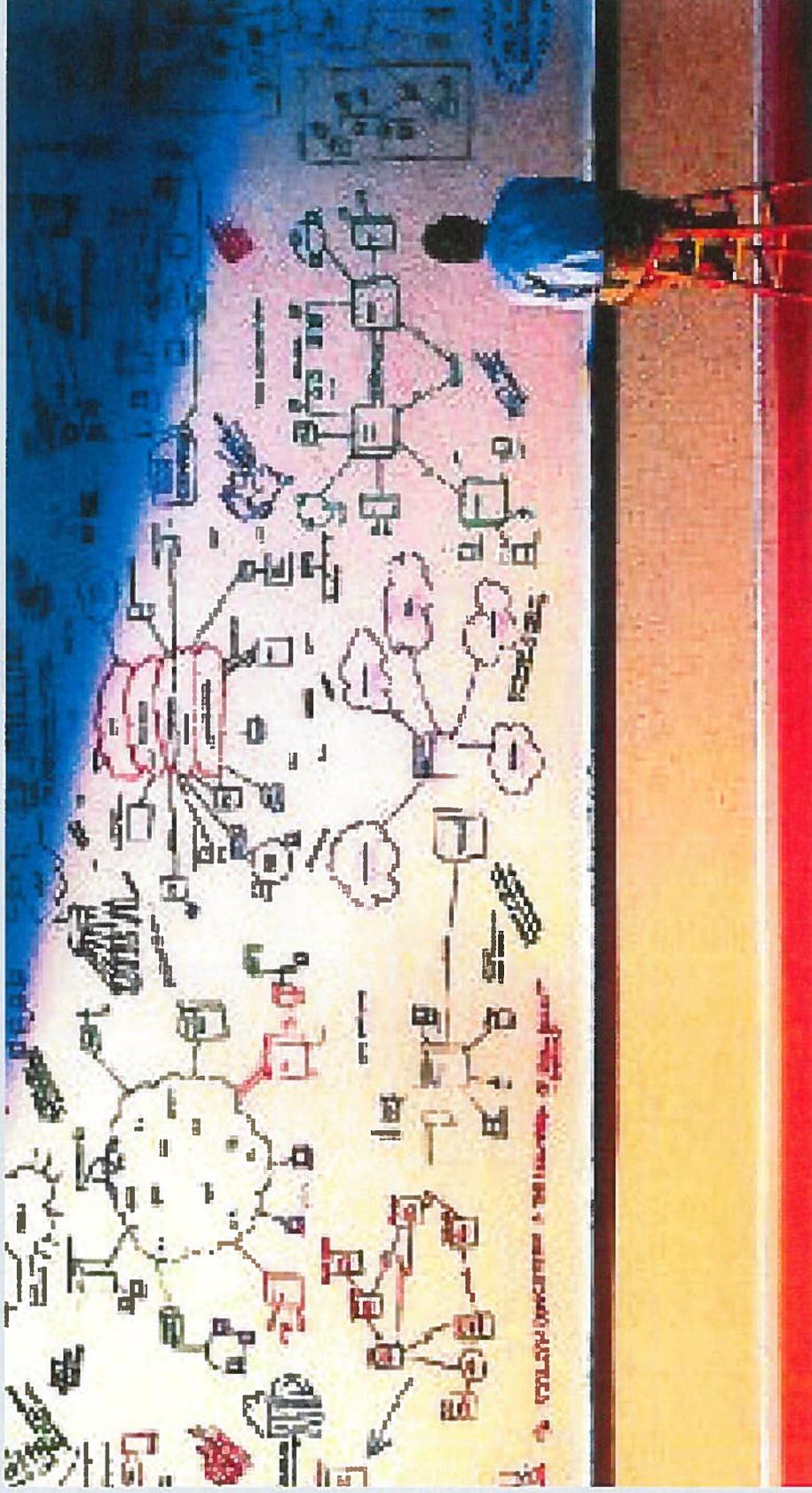
- Letter of Intent
  - Identify Highest Priority Opportunities
  - Develop Scope
  - Perform Investment Grade Audit
    - ✓ In depth technical and financial analysis
    - ✓ Milestone meetings to refine scope
    - ✓ Detailed final report for investment decisions



Siemens Industry, Inc.

# SIEMENS

## Questions and Answers





# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker
<b>DATE:</b>	12/3/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Approval of Lynn Corbett as a member of the Beautification, Recreation, Parks and Trails Committee
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Chandler Goodwin, Assistant City Manager
<b>BACKGROUND AND FINDINGS:</b> Lynn Corbett has met with Boyd Wilkins, the Committee Chair, and discussed the scope of the Beautification, Recreation, Parks and Trails Committee. Lynn Corbett is willing to be an active member of the committee.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> n/a	
<b>FISCAL IMPACT:</b> n/a	
<b>SUPPORTING DOCUMENTS:</b> See presentation	
<b>RECOMMENDATION:</b> Staff recommends that Lynn Corbett be made a member of the Beautification, Recreation, Parks and Trails Committee.	
<b>MOTION:</b> No motion necessary, appointed by the Mayor.	



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor Gygi & City Council
<b>FROM:</b>	David Bunker, City Manager
<b>DATE:</b>	11/26/2013

## City Council Memorandum

<b>SUBJECT:</b>	Exit Conference--Fiscal Year 2013 Financial Audit
<b>APPLICANT PRESENTATION:</b>	Diana Cannell, Allred Jackson Shareholder
<b>STAFF PRESENTATION:</b>	Charl Louw, Finance Director
<b>BACKGROUND AND FINDINGS:</b> Review of the annual financial report and the related audit results.  Annually we contract with independent auditors to review the basic financial statements. The independent auditors are expected to obtain reasonable assurance that the financial statements are free from material misstatement and are fairly presented in accordance with generally accepted accounting principles.  The City received an unqualified opinion, or clean opinion.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> None	
<b>FISCAL IMPACT:</b> None	
<b>SUPPORTING DOCUMENTS:</b> The 2013 Independent Audit Report will be distributed at the meeting and is available online: <a href="http://cedarhills.org/sites/default/files/2013-financial-statements.pdf">http://cedarhills.org/sites/default/files/2013-financial-statements.pdf</a>	
<b>RECOMMENDATION:</b> To accept the 2013 annual financial audit report.	
<b>MOTION:</b> To accept the 2013 annual financial audit report.	



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor Gygi and City Council
<b>FROM:</b>	David Bunker, City Manager
<b>DATE:</b>	11/27/2013

<b>SUBJECT:</b>	Review/Action on FY 2014 Budget Amendments
<b>APPLICANT PRESENTATION:</b>	
<b>STAFF PRESENTATION:</b>	Charl Louw, Finance Director

**BACKGROUND AND FINDINGS:**

The City is proposing a new Golf Special Revenue Fund 20 and a new Golf Debt Service Fund 30, which would close the Golf Enterprise fund 75 and require the following changes: Green Fees would need to be committed to the new Golf special revenue fund. (See GASB Statement 54, paragraph 30, "Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The term proceeds of specific revenue sources establishes that one or more specific restricted or committed revenues should be the foundation for a special revenue fund.") The old Golf fund would close out its balance sheet amounts, and financial balances/transactions would be allocated to Fund 20 Golf and Fund 30 Golf Debt Service starting July 1, 2013.

The City is also proposing some budget amendments for capital maintenance and improvements.

The City is required to keep expenditures within budget. As the Council is aware, accurately forecasting all the expenditures and needs of the community is difficult; therefore, budget amendments may be necessary to comply with State requirements.

**PREVIOUS LEGISLATIVE ACTION:**

**FISCAL IMPACT:**

Conversion from enterprise fund Golf fund to a Golf special revenue fund and a Golf debt service fund will not have a fiscal impact.

The sidewalk maintenance projects will use \$24,000 of fund balance set aside from bond forfeiture funds from the General fund.

The driving range repairs will use at least \$12,900 of parks and recreation assigned fund balance from the Capital projects fund. The Mesquite bathroom would use approximately \$40,000 of parks and recreation assigned fund balance from the Capital Projects fund.

The Avanyu subdivision projects would use \$80,000 of capital improvement restricted (\$72,516) and unrestricted (\$7,484) fund balance from the General fund.

**SUPPORTING DOCUMENTS:**

See attached budget documents.

**RECOMMENDATION:**

To approve the resolutions.



# CITY OF CEDAR HILLS

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**MOTION:**

Adopt Resolution No. \_\_\_\_\_ A RESOLUTION COMMITTING GREEN FEE REVENUES TO THE NEW SPECIAL REVENUE FUND 20--GOLF. Adopt Resolution No. \_\_\_\_\_ A RESOLUTION ADOPTING THE AMENDED 2013-2014 FISCAL YEAR BUDGET FOR THE CITY OF CEDAR HILLS, UTAH.

## GOLF FUND REVENUES

GOLF REVENUE		FY 2014 BUDGET
75-30-100	Green Fees	\$540,000
75-30-300	Practice Range	\$20,000
75-30-400	Pro Shop Revenue	\$60,000
75-30-500	Snack Shack & Concessions	\$1,000
75-30-600	Season Passes	\$35,000
75-30-800	Other Income	\$0
75-35-300	Transfer from Other Funds	\$115,716
75-35-350	2012 GO Bond - Property Tax	\$185,820
75-35-400	2005 GO Bond - Property Tax	\$142,200
75-35-450	Use of Debt Levy Fund Balance	\$32,000
		<b>\$1,131,736</b>
<b>GRAND TOTAL</b>		<b>\$1,131,736</b>

The Fund 75 revenue budget would be closed out to zero.

## GOLF FUND EXPENDITURES

GOLF EXPENDITURES		FY 2014 BUDGET
75-43-110	Salary & Wages (FT)	\$174,754
75-43-111	Overtime	\$92
75-43-120	Salary & Wages (PT)	\$121,341
75-43-150	Employee Benefits	\$123,029
75-43-290	Communications/Telephone	\$1,800
75-50-100	Supplies	\$10,000
75-50-150	Noncapitalized Furniture & Equipment	\$0
75-50-200	Utilities	\$12,000
75-50-400	Miscellaneous Expenses	\$0
75-50-500	Snack Shack & Concessions	\$500
75-50-600	Credit Card Expenses	\$13,500
75-50-700	Pro Shop	\$45,000
75-50-800	Building Maintenance	\$2,500
75-60-100	Repairs & Maintenance - Course	\$45,000
75-60-101	Repairs & Maintenance - Sand	\$0
75-60-102	Repairs & Maintenance - Trees	\$0
75-60-200	Fertilizer & Chemicals	\$30,000
75-60-300	Water & Pumping Costs	\$15,500
75-60-500	Petroleum & Oil	\$11,000
75-60-600	Equipment Repair & Replacement	\$27,500
75-60-700	Equipment Rental	\$1,000
75-60-750	Insurance	\$2,500
75-60-900	Cart Repair & Replacement	\$5,000
75-70-100	Dues & Subscriptions	\$2,500
75-70-200	Printing	\$0
75-70-300	Travel/Training	\$1,000
75-70-335	Branding	\$3,000
75-70-400	Licenses & Fees	\$500
75-70-500	Computers/Phones	\$5,000
75-70-600	Advertising	\$32,000
75-80-200	Clubhouse Lease Payment	\$0
75-80-250	Golf Cart Rental	\$74,400
75-80-300	Cart Lease Payment - Interest	\$0
75-80-400	Maintenance Equipment Lease - Interest	\$0
75-80-450	Trustee Fees	\$800
75-80-499	2012 GO Bond Interest	\$135,820
75-80-500	2005 GO Bond Interest	\$19,200
75-80-501	Amortization Expense	\$0
75-80-502	Deferred Bond Costs	\$66,079
75-80-503	Unamortized Bond Premium	\$15,374
75-80-505	Interest Expense	\$5,000
75-80-900	Loss/(Gain) on Sale of Asset	\$0
75-80-911	Transfer to Motor Pool Fund	\$3,000
75-80-960	Depreciation Expense	\$244,000
		<b>\$1,218,942</b>
<b>GRAND TOTAL</b>		<b>\$1,218,942</b>

### Golf Fund Cash Flow Analysis

GOLF FUND CASH FLOW ANALYSIS		FY 2014 BUDGET
<b>TOTAL BUDGETED LOSS</b>		<b>(\$87,206)</b>
Less Debt Service		
2005 GO Bond Principal		(\$155,000)
2012 GO Bond Principal		(\$50,000)
Cart Lease Principal		\$0
Plus Non-Cash Items		
Depreciation		\$244,000
Deferred Bond Costs		\$66,079
Unamortized Bond Premium		(\$15,374)
Accrued Interest Adjustment		(\$2,500)
<b>TOTAL CASH OUTFLOW</b>		<b>\$0</b>

The Fund 75 expense budget would be closed out zero.

# CITY OF CEDAR HILLS

## Balance Sheet Governmental Funds June 30, 2013

	General	Golf	Capital Projects	Golf Debt Service	Total Governmental Funds
<b>ASSETS:</b>					
Cash and cash equivalents	\$ 571,617	\$ (10,048)	\$ 460,291	\$ -	\$ 1,021,860
Restricted cash and cash equivalents	73,051	-	1,496,741	31,550	1,601,342
Tax receivables	737,109	-	-	328,020	1,065,129
Intergovernmental receivables	279,959	-	-	-	279,959
Other receivables (net of allowance for uncollectibles)	78,652	1,540	892	-	81,084
Due from other funds	-	-	-	-	-
Inventory and prepaid items	4,328	27,373	-	-	31,701
Total assets	<u>\$ 1,744,716</u>	<u>\$ 18,865</u>	<u>\$ 1,957,924</u>	<u>\$ 359,570</u>	<u>\$ 3,702,640</u>
<b>LIABILITIES AND FUND BALANCES:</b>					
Liabilities:					
Accounts payable and accrued expenses	\$ 92,439	\$ 13,445	\$ 102,772	\$ -	\$ 195,211
Accrued salaries, wages, and benefits	29,227	20,193	-	-	29,227
Other payables	42,769	21,636	-	-	42,769
Total liabilities	<u>164,435</u>	<u>55,274</u>	<u>102,772</u>	<u>-</u>	<u>267,207</u>
<b>DEFERRED INFLOWS OF RESOURCES:</b>					
Unavailable revenue-property taxes	<u>677,273</u>	<u>-</u>	<u>-</u>	<u>328,020</u>	<u>677,273</u>
Total deferred inflows of resources	<u>677,273</u>	<u>-</u>	<u>-</u>	<u>328,020</u>	<u>677,273</u>
<b>FUND BALANCES:</b>					
Nonspendable:					
Prepaid expenditures	4,328	27,373	-	-	4,328
Restricted for:					
Debt service	-	-	307,712	31,550	307,712
Parks and recreation	535	-	671,081	-	671,616
Streets	-	-	517,948	-	517,948
Other capital improvements	72,516	-	-	-	72,516
Committed to:					
Parks and recreation	-	-	358,411	-	358,411
Other capital improvements	24,000	-	-	-	24,000
Unassigned	801,629	(63,782)	-	-	801,629
Total fund balances	<u>903,008</u>	<u>(36,409)</u>	<u>1,855,152</u>	<u>31,550</u>	<u>2,758,160</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 1,744,716</u>	<u>\$ 18,865</u>	<u>\$ 1,957,924</u>	<u>\$ 359,570</u>	<u>\$ 3,702,640</u>

# CITY OF CEDAR HILLS

## Statement of Revenues, Expenditures, and Changes in Fund Balances

### Governmental Funds

Year Ended June 30, 2013

	General	Golf	Capital Projects	Golf Debt Service	Total Governmental Funds
<b>REVENUES:</b>					
Property taxes	\$ 815,879	\$ -	\$ -	\$ 392,276	\$ 1,208,155
Sales taxes	1,112,911	-	-	-	1,112,911
Franchise taxes	497,713	-	-	-	497,713
CARE taxes	38,828	-	-	-	38,828
Licenses and permits	94,298	-	-	-	94,298
Intergovernmental and grants	335,341	-	-	-	335,341
Charges for services/fees	718,284	850,519	138,320	-	1,707,123
Investment earnings	3,780	-	18,671	-	22,451
Miscellaneous	173,639	-	-	-	173,639
Total revenues	<u>3,790,673</u>	<u>850,519</u>	<u>156,991</u>	<u>392,276</u>	<u>5,190,459</u>
<b>EXPENDITURES:</b>					
Current:					
General government	953,069	-	2,157	-	955,226
Public safety	1,050,218	-	-	-	1,050,218
Streets and public works	531,545	-	-	-	531,545
Solid waste and recycling	330,845	-	-	-	330,845
Parks and recreation	351,599	163,457	-	-	515,056
Golf	-	759,001	-	-	759,001
Debt service:					
Principal	-	-	65,000	215,000	280,000
Interest and fiscal charges	-	-	88,243	145,726	233,969
Capital outlay:					
Streets and public works	-	-	26,254	-	26,254
Parks and recreation	-	-	221,207	-	221,207
Golf	-	38,000	-	-	38,000
Total expenditures	<u>3,217,276</u>	<u>960,458</u>	<u>402,861</u>	<u>360,726</u>	<u>4,941,321</u>
Excess (deficiency) of revenues over (under) expenditures	573,397	(109,939)	(245,870)	31,550	249,138
<b>OTHER FINANCING SOURCES (USES):</b>					
Transfers in	-	2,209,358	246,700	-	2,456,058
Transfers out	(414,850)	(3,000)	(2,069,358)	-	(2,487,208)
Total other financing sources (uses)	<u>(414,850)</u>	<u>2,206,358</u>	<u>(1,822,658)</u>	<u>-</u>	<u>(31,150)</u>
Net change in fund balances	158,547	2,096,419	(2,068,528)	31,550	217,988
Fund balances - beginning	744,461	(2,132,828)	3,923,680	-	2,535,313
Fund balances - ending	<u>\$ 903,008</u>	<u>\$ (36,409)</u>	<u>\$ 1,855,152</u>	<u>\$ 31,550</u>	<u>\$ 2,753,301</u>

The notes to the financial statements are an integral part of this statement.

## GOLF FUND REVENUES

GOLF REVENUE		FY 2014 BUDGET
20-30-100	Green Fees	\$540,000
20-30-300	Practice Range	\$20,000
20-30-400	Pro Shop Revenue	\$60,000
20-30-500	Snack Shack & Concessions	\$1,000
20-30-600	Season Passes	\$35,000
20-30-800	Other Income	\$0
20-35-300	Transfer from Other Funds	\$115,716
<b>GRAND TOTAL</b>		<b>\$771,716</b>

GOLF EXPENDITURES		FY 2014 BUDGET
20-43-110	Salary & Wages (FT)	\$174,754
20-43-111	Overtime	\$92
20-43-120	Salary & Wages (PT)**	\$124,641
20-43-150	Employee Benefits	\$123,029
20-43-290	Communications/Telephone	\$1,800
20-50-100	Supplies	\$10,000
20-50-150	Noncapitalized Furniture & Equipment	\$0
20-50-200	Utilities	\$12,000
20-50-400	Miscellaneous Expenses	\$0
20-50-500	Snack Shack & Concessions	\$500
20-50-600	Credit Card Expenses	\$13,500
20-50-700	Pro Shop	\$45,000
20-50-800	Building Maintenance	\$2,500
20-60-100	Repairs & Maintenance - Course	\$45,000
20-60-101	Repairs & Maintenance - Sand	\$0
20-60-102	Repairs & Maintenance - Trees	\$0
20-60-200	Fertilizer & Chemicals	\$30,000
20-60-300	Water & Pumping Costs	\$15,500
20-60-500	Petroleum & Oil	\$11,000
20-60-600	Equipment Repair & Replacement	\$27,500
20-60-700	Equipment Rental	\$1,000
20-60-750	Insurance	\$2,500
20-60-900	Cart Repair & Replacement	\$5,000
20-70-100	Dues & Subscriptions	\$2,500
20-70-200	Printing	\$0
20-70-300	Travel/Training	\$1,000
20-70-335	Branding	\$3,000
20-70-400	Licenses & Fees	\$500
20-70-500	Computers/Phones	\$5,000
20-70-600	Advertising	\$32,000
20-80-200	Clubhouse Lease Payment	\$0
20-80-250	Golf Cart Rental	\$74,400
20-80-300	Cart Lease Payment - Interest	\$0
20-80-400	Maintenance Equipment Lease - Interest	\$0
20-80-505	Interest Expense	\$5,000
20-80-911	Transfer to Motor Pool Fund	\$3,000
<b>GRAND TOTAL</b>		<b>\$771,716</b>

<b>NET TOTAL</b>	<b>\$0</b>
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Trustee Fees	\$800
Interest Accrual	\$2,500
Net adjustment to part-time**	\$3,300

## GOLF DEBT SERVICE FUND

<b>DEBT SERVICE REVENUE</b>		<b>FY 2014 BUDGET</b>
30-31-101	2005 GO Bond - Property Tax	\$142,200
30-31-102	2012 GO Bond - Property Tax	\$185,820
30-36-802	Use of Debt Levy Fund Balance*	\$32,800
<b>GRAND TOTAL</b>		<b>\$360,820</b>

<b>DEBT SERVICE EXPENDITURES</b>		<b>FY 2014 BUDGET</b>
30-98-101	2005 GO Bond Principal	\$155,000
30-98-102	2012 GO Bond Principal	\$50,000
30-98-201	2005 GO Bond Interest	\$19,200
30-98-202	2012 GO Bond Interest	\$135,820
30-98-795	Trustee Fees	\$800
<b>GRAND TOTAL</b>		<b>\$360,820</b>

<b>NET TOTAL</b>	<b>\$0</b>
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\*Adjusted to include Trustee Fees

## BUDGET AMENDMENTS - FY 2014

December 3, 2013

### General Fund

*Sidewalk repairs for bond forfeitures*

10-62-470	Sidewalk Maintenance	24,000.00
10-36-802	Use of Fund Balance	(24,000.00)

### Golf Fund

*Replacing Damaged Netting at Driving Range*

20-30-990	Use of Fund Balance	(12,900.00)
20-95-202	Driving Range Fence	12,900.00

### Capital Projects Fund

*Mesquite Park Bathroom*

40-80-816	Mesquite Soccer Park	40,000.00
40-30-990	Use of Fund Balance	(40,000.00)

*Avanyu projects*

40-95-115	Avanyu Improvements	80,000.00
40-30-990	Use of Fund Balance	(80,000.00)

### Transfers

*Replacing Damaged Netting at Driving Range*

20-30-300	Transfer in from Capital Projects fund	(12,900.00)
40-97-100	Transfers to Golf Fund	12,900.00

*Avanyu projects*

40-30-801	Transfer in from General Fund	(80,000.00)
10-69-910	Transfers to Capital Projects Fund	80,000.00

See separate attachment for Fund 20--Golf fund, Fund 30--Golf Debt Service fund replacement of Fund 75--Golf Fund



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker, City Manager
<b>DATE:</b>	12/3/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Interlocal Agreement - North Pointe Solid Waste District
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	David Bunker

**BACKGROUND AND FINDINGS:**

The North Pointe Solid Waste District acting as administrator of the solid waste special service district of Utah County has prepared the proposed Interlocal agreement. Some key points include the following:

The initial term shall commence immediately through a term to December 31, 2019.

Twelve 2-year terms will automatically renew the agreement following the initial term.

A 13-month notice is required to withdraw from the District.

Upon withdrawal, cities would forfeit any interest and pay additional fees to dispose of waste.

A fee will be assessed to rejoin the District at a later date.

It is also important to note that the contract **REQUIRES** the city commit its entire waste stream regardless of our contracted hauler. This may limit some haulers from giving the city a competitive bid in the future.

**PREVIOUS LEGISLATIVE ACTION:**

N/A

**FISCAL IMPACT:**

No fiscal impact unless the City were to leave the District then join again at a later date.

**SUPPORTING DOCUMENTS:**

Interlocal Cooperation Agreement.

**RECOMMENDATION:**

Staff recommends the council approve the Interlocal Cooperation Agreement as proposed by NPSWD following appropriate discussion and any requested modifications.

**MOTION:**

To approve/not approve the Interlocal Cooperation Agreement for the North Pointe Solid Waste Special Service District for the purpose of solid waste disposal.

**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, 2019, and shall automatically renew for twelve additional terms of two years each; provided that any Party shall have the option to withdraw from this Agreement as of the end of the then existing term, if such Party provides written notice of withdrawal to the District on or before thirteen months prior to the end of the then existing term. By way of illustration, if the withdrawing Party desires to withdraw at the end of the initial term, December 31, 2019, the withdrawing Party would be required to provide written notice to the District prior to December 1, 2018; and if the withdrawing Party desires to withdraw at the end of the second term, December 31, 2021, the withdrawing Party would be required to provide written notice to the District prior to December 1, 2020.
- c. If a Party, after providing the required written notice, withdraws from this Agreement, 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 withdraws from this Agreement, the District shall have no obligation to accept waste from such Party, or from the citizens of such Party, after the effective date of the withdrawal. 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.

- d. If a Party withdraws from this Agreement, the withdrawing Party shall automatically forfeit all interest of the withdrawing Party in the District assets. If a Party desires to be reinstated as a party to this Agreement, or later desires to obtain the services provided by the District, the reinstating Party shall provide written notice to the District and shall pay to the District an amount equal to the fair market value of the District assets, computed as of the date of the reinstatement, as determined by the District, times the reinstating Party's percentage of the total annual Curb-Side Waste which would have been received by the District for the calendar year prior to the date of reinstatement, if the reinstating Party had delivered all of its Curb-Side Waste to the District, as documented by the reinstating Party and as verified by the District. By way of illustration, if the reinstating Party generated 5,000 tons of Curb-Side Waste during the calendar year prior to the date of reinstatement, and the District received 95,000 tons of Curb-Side Waste during the calendar year prior to the date of reinstatement, the reinstating Party would have provided 5% of the total of 100,000 tons of Curb-Side Waste received by the District if the reinstating Party had delivered all of its Curb-Side Waste to the District, and the reinstating Party would pay to the District 5% of the fair market value of the District assets. The District shall have the right to reduce the reinstatement fee to such amount as determined to be in the best interest of the District. This reinstatement provision

shall not be applicable to new governmental entities who desire to join as parties to this Agreement. New governmental entities who desire to join as parties to this Agreement shall pay such fee as determined by the District.

**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 twelfth 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 subdivision 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 of 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

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

**A RESOLUTION OF THE CITY OF CEDAR HILLS, UTAH, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT PERTAINING TO DELIVERY OF MUNICIPAL SOLID WASTE TO THE DISTRICT**

**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 providing 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**, 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 be it Resolved** by the Municipal Council of the City of Cedar Hills, Utah as follows:

1. That it hereby approves that certain Interlocal Agreement attached as Exhibit "A", as presented.
2. That the mayor be authorized to sign said Interlocal Agreement and that city recorder be authorized to attest said agreement.

Passed, adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

Attest:

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



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Colleen Mulvey, City Recorder
<b>DATE:</b>	12/3/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Setting the Time and Place of City Council Meetings for 2014
<b>APPLICANT PRESENTATION:</b>	n/a
<b>STAFF PRESENTATION:</b>	David Bunker, City Manager
<b>BACKGROUND AND FINDINGS:</b> In accordance with UCA 10-3-502, the city is required to set by ordinance the time and place for holding its regular City Council meetings.	
<b>PREVIOUS LEGISLATIVE ACTION:</b>	
<b>FISCAL IMPACT:</b> n/a	
<b>SUPPORTING DOCUMENTS:</b> Proposed Ordinance and 2014 Public Notice/Schedule of regular City Council meetings.	
<b>RECOMMENDATION:</b> To approve the proposed 2014 City Council meeting schedule.	
<b>MOTION:</b> To adopt Ordinance No. _____, an Ordinance setting the time and place of the regular meetings of the City Council of the City of Cedar Hills, Utah.	

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE SETTING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH.**

**WHEREAS**, §10-3-502 UCA requires that the time and place of regular City Council meetings be set by ordinance, which meetings shall be held once each month, and

**WHEREAS**, §52-4-202 UCA requires the City to adopt and give notice of its annual meeting schedule.

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

**SECTION I  
ESTABLISHMENT OF TIME AND PLACE OF COUNCIL MEETINGS**

The regular meetings of the City Council of the City of Cedar Hills for the year 2014 shall be held according to the attached schedule, commencing at 7:00 p.m. The location of said council meetings shall be the Cedar Hills Community Recreation Center at 10640 N Clubhouse Drive, Cedar Hills, Utah.

**SECTION II  
CONFLICTING ORDINANCES REPEALED**

All other ordinances that are in conflict herewith are hereby repealed.

**SECTION III  
EFFECTIVE DATE**

This ordinance shall take effect upon its passage and posting.

**PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 3RD DAY OF DECEMBER, 2013.**

APPROVED:

ATTEST:

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

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE SETTING THE TIME AND PLACE OF THE REGULAR MEETINGS  
OF THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH  
PUBLIC NOTICE OF REGULAR MEETINGS  
FOR THE CITY COUNCIL  
2014**

The City of Cedar Hills, Utah, hereby gives notice that the City Council will hold its regular meetings beginning at 7:00 p.m. at the Community Recreation Center, 10640 N Clubhouse Drive, on Tuesdays according to the following schedule:

<b>MONTH</b>	<b>DATES</b>	<b>TIME</b>
January	7 and 21	7:00 p.m.
February	4 and 18	7:00 p.m.
March	4 and 18	7:00 p.m.
April	1 and 15	7:00 p.m.
May	6 and 20	7:00 p.m.
June	3 and 17	7:00 p.m.
July	1 and 15	7:00 p.m.
August	5 and 19	7:00 p.m.
September	2 and 16	7:00 p.m.
October	7 and 21	7:00 p.m.
November	4 and 18	7:00 p.m.
December	2 (holiday schedule)	7:00 p.m.



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Chandler Goodwin, Assistant City Manager
<b>DATE:</b>	12/3/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Review/Action Regarding City Code 10-5-30 Portable Utility Sheds and utility sheds.
<b>APPLICANT PRESENTATION:</b>	n/a
<b>STAFF PRESENTATION:</b>	Chandler Goodwin, Assistant City Manager
<b>BACKGROUND AND FINDINGS:</b>	
<p>Planning Commission has reviewed the ordinance regarding sheds. Currently we have codes regarding sheds that are considered Portable, meaning they are under 120 square feet, they can be built in a setback and can be easily moved. Sheds over 200 square feet are considered accessory buildings as they need footings, inspections and permits. However, our code does not address sheds from 120'-200' SF. Please see the proposed code regarding this size of shed.</p> <p>Additionally, clarification is needed concerning shed height. Current code allows for a shed to be a maximum of 10' high. Modifying the language to state that the height requirement is from grade to eaves may allow for more flexibility in designing sheds.</p>	
<b>PREVIOUS LEGISLATIVE ACTION:</b>	
n/a	
<b>FISCAL IMPACT:</b>	
n/a	
<b>SUPPORTING DOCUMENTS:</b>	
See proposed code	
<b>RECOMMENDATION:</b>	
Recommend that the City Council approve the proposed City Code with language relating to sheds greater than 120 square feet in size, and modify the height requirement to allow more flexibility in designs.	
<b>MOTION:</b>	
To approve/not approve Ordinance _____, an ordinance amending Title 10, Chapter 5 of the city code of the City of Cedar Hills, Utah relating to portable utility sheds.	

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 5 OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH, RELATING TO PORTABLE UTILITY SHEDS.**

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**

**10-5-30: PORTABLE UTILITY SHEDS AND UTILITY SHEDS**

- A. PORTABLE UTILITY SHED:** Portable utility sheds are permitted in the rear and side setback areas subject to the following conditions:
- a. No portion of the shed's structure is permitted to cross the property line or to drain onto a neighboring property.
  - b. Where the property is located on a corner lot, the portable utility shed may be located within the optional enclosure area.
  - c. Portable sheds will be limited to one hundred twenty (120) square feet floor area, maximum eave height of 10' as measured from the finished floor surface to the bottom edge of the main roof eave, a roof pitch not to exceed 8/12 (8" of rise per 12" of run) and will not have a traditional type footing or foundation. They shall be built upon a hard surface. (Ord. 11-10-2009B, 11-10-2009)
- B. UTILITY SHED:**
- a. No portion of the shed's structure is permitted to cross the property line or to drain onto a neighboring property.
  - b. Utility sheds may be located on the rear or side lot area, no shed over one hundred twenty (120) square feet may be built in a setback area.
  - c. Utility sheds will be limited to two hundred (200) square feet floor area, maximum eave height of 10' as measured from the finished floor surface to the bottom edge of the main roof eave, a roof pitch not to exceed 8/12 (8" of rise per 12" of run) and will not have a traditional type footing or foundation. They shall be built upon a hard surface.

**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 10.

**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 3RD DAY OF DECEMBER, 2013.**

APPROVED:

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Gary R. Gygi, Mayor

ATTEST:

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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>	12/3/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Ordinance Amending Title 1, Chapter 6 – Officers and Employees
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	David Bunker
<b>BACKGROUND AND FINDINGS:</b> In review of Title 1, Chapter 6 of Cedar Hills City code, several city offices have been modified in title. In addition, it is proposed that the City update this Title and Chapter to reflect the Utah State Code §10-3-916 indicating when certain positions will be appointed following an election.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> N/A	
<b>FISCAL IMPACT:</b> No.	
<b>SUPPORTING DOCUMENTS:</b> Proposed Ordinance.	
<b>RECOMMENDATION:</b> Staff recommends the council approve the proposed ordinance amending Title 1, Chapter 6, changing the text to provide for appointment of appointed officers pursuant to state code provisions, and updating descriptions of office created.	
<b>MOTION:</b> To approve/not approve Ordinance _____ amending Title 1, Chapter 6, changing the text to provide for appointment of appointed officers pursuant to state code provisions, and updating descriptions of offices created.	

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 1, CHAPTER 6, OFFICERS AND EMPLOYEES, OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH, AMENDING THE TEXT TO UPDATE JOB TITLES AND TO PROVIDE FOR APPOINTMENT OF APPOINTED OFFICERS PURSANT TO STATE CODE PROVISIONS.**

WHEREAS, the City of Cedar Hills' ordinance dealing with Officers and Employees has been reviewed and found to be in need of revision; and

WHEREAS, the Utah Code Annotated § 10-3-916, states that in each city of the fifth class, on or before the first Monday in February following a municipal election, the mayor, with the advice and consent of the city council, shall appoint a qualified person to each of the offices of city recorder and treasurer ; and

WHEREAS, the City Council has determined it to be in the best interest of the citizens to be consistent with the state code;

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

**PART I**  
**AMENDMENTS**

Title 1, Chapter 6, Section 1, of the City Code entitled Offices Created is hereby amended to read as follows:

**1-6-1: OFFICES CREATED**

**A. CREATED:** The offices of city recorder, city attorney, ~~city accountant~~ **finance director**, community services director, **public works director**/chief building official/~~zoning administrator~~ **assistant city manager/city planner/zoning administrator** and **city manager**/city engineer/~~public works director~~/**city treasurer** are created, having the powers and functions conferred by the state code and city ordinances, and these officers shall serve until removed by the city council.

**B. APPOINTMENT:** On or before the first Monday in February following a municipal election, the ~~city manager~~ **mayor**, with the advice and consent of the city council, shall appoint a qualified person to each of the ~~above stated~~ offices **of city recorder and treasurer**.

**C. ~~CITY ACCOUNTANT~~ FINANCE DIRECTOR:** The ~~city accountant~~ **finance director** is ex officio the city auditor and shall perform the duties of that office.

**PART II**  
**CONFLICTING ORDINANCES AND ADOPTION**

1. CONFLICTING PROVISIONS

All other ordinances that are in conflict herewith are hereby repealed.

2. 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.

3. 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 1.

4. EFFECTIVE DATE

This ordinance shall take effect upon signing and publication as required by law.

**PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 3RD DAY OF DECEMBER, 2013.**

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

ATTEST:

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



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Greg Gordon
<b>DATE:</b>	11/26/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Driving Range Fencing Repair Proposals
<b>APPLICANT PRESENTATION:</b>	
<b>STAFF PRESENTATION:</b>	Greg Gordon
<b>BACKGROUND AND FINDINGS:</b> At the last City Council meeting we discussed that we have had some issues with the driving range fence at the golf course and now we have some extensive damage from a wind storm a couple of months ago to the fence. We are currently on the schedule of a company to come out and fix the netting and we have asked for it to be done as soon as feasible to avoid further issues due to the weather. Council Member Jackman asked us to solicit some additional options with regards to the fencing and I have now received 4 different proposals from the company for your review.	
<b>PREVIOUS LEGISLATIVE ACTION:</b>	
<b>FISCAL IMPACT:</b> This will be an unexpected expense that was not budgeted for.	
<b>SUPPORTING DOCUMENTS:</b>	
<b>RECOMMENDATION:</b> Staff recommends approval of funds to be moved from the Capital Improvement Plan to fund repairing and fixing of the existing fence. Staff recommends option 5 to replace the entire netting as we have already reached our life expectancy of the original netting. We have additional areas that are starting show signs of tearing currently so as to prevent addressing this again shortly we would recommend taking care of all the netting at the same time.	
<b>MOTION:</b> To approve the funding for the driving range fence and netting.	

**QUOTATION – QUOTATION - QUOTATION**

QUOTATION  
#D9249

WEST COAST NETTING  
5075 FLIGHTLINE DR.  
KINGMAN, AZ 86401  
TOLL FREE: 800-854-5741  
FAX: 928-692-1501

TO: Cedar Hills Golf Club  
Attn Wade Doyle  
Re : Golf netting  
Fax #:  
Phone #

F.O.B.	Terms	Date	Estimated Ship Date
Kingman Arizona	T.B.D.	11/25/13	

QUANTITY	DESCRIPTION	PRICE	TOTAL
1	Option 1) replace 4 sections of 30 X 50 netting. Includes inspection and Replacement of hardware as needed> install to existing wood poles	12,900.00	
	Option 2) Supply and install 5 each new 95' wood poles. Poles will be installed To a depth of 15' backfilled with natural soil. Take down existing netting and wood Poles. Supply and install new netting and hardware. Poles will be installed 50' on center	84,000.00	
	Option 3) Supply and install 17 each new 95' wood poles. Poles will be installed To a depth of 15' backfilled with natural soil. Take down existing netting and wood Poles. Supply and install new netting and hardware. Poles will be installed 50' on center	160,000.00	
	Option 4) Supply and install 17 each painted steel poles. Poles will be installed To a depth of 12' backfilled with concrete. Take down existing netting and Wood poles. Supply and install new netting and hardware. Poles will be installed 50' on center	204,000.00	
	Option 5) take down existing netting and replace with new netting Inspection and replace cable and hardware as needed. Netting will be installed To existing poles	17,800.00	
	Excludes: bonds, permits, turf damage, hard rock drilling, hole casing Tax, off haul of spoils		
		<b>TOTAL</b>	

Above Prices Good For 20 Days

Signature: Dan Kirkland



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David H. Bunker, City Manager
<b>DATE:</b>	12/3/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Water Conservation Advisory Committee
<b>APPLICANT PRESENTATION:</b>	n/a
<b>STAFF PRESENTATION:</b>	David Bunker, City Manager
<b>BACKGROUND AND FINDINGS:</b> Due to the water conditions and outlook for ongoing demand of resources of the City's pressurized irrigation system, Mayor Gygi has proposed to create an Ad Hoc Water Conservation Citizens Advisory Committee. The committee is proposed to be comprised of residents of Cedar Hills with particular interest or background in water conservation, city leaders, and city staff as appointed by Mayor Gygi.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> n/a	
<b>FISCAL IMPACT:</b> n/a	
<b>SUPPORTING DOCUMENTS:</b> Proposed resolution.	
<b>RECOMMENDATION:</b> Staff recommends the city council approve the proposed resolution creating the ad hoc Water Conservation Citizens Advisory Committee.	
<b>MOTION:</b> To approve/not approve Resolution _____, a resolution creating the Water Conservation Citizens Advisory Committee as appointed by Mayor Gygi.	



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker, City Manager
<b>DATE:</b>	12/3/2013

## City Council Agenda Item

<b>SUBJECT:</b>	Decisions Survey
<b>APPLICANT PRESENTATION:</b>	
<b>STAFF PRESENTATION:</b>	David Bunker, City Manager
<b>BACKGROUND AND FINDINGS:</b> As the City prepares to complete the Decisions 2014 Survey, we would like the council to review and update the survey questionnaire. The most recent Decisions Survey was completed in 2011. Many of the questions were geared toward the completion of a recreation center or projects that may be complete or not in the Capital Improvement Plan (CFP) at this time.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> None	
<b>FISCAL IMPACT:</b> To be determined.	
<b>SUPPORTING DOCUMENTS:</b> Decisions Survey 2011	
<b>RECOMMENDATION:</b> Staff recommends the City Council review the past decisions survey questionnaire and provide feedback for appropriate questions to be included in the Decisions 2014 Survey.	
<b>MOTION:</b> This item is a discussion item only. No motion is necessary at this time.	