

AMENDED PUBLIC HEARING AND CITY COUNCIL MEETING
Tuesday, September 20, 2011 7:00 p.m.
Public Safety Building
3925 W Cedar Hills Drive, Cedar Hills, Utah

This meeting may be held electronically via telephone to permit one or more of the council members to participate.

NOTICE is hereby given that the City Council of the City of Cedar Hills, Utah, will hold a public hearing in connection with their Regular City Council Meeting on Tuesday, September 20, 2011, beginning at 7:00 p.m.

COUNCIL MEETING

1. Call to Order, Invocation and Pledge
2. Public Comment: Time has been set aside for the public to express their ideas, concerns, and comments (comments limited to 3 minutes per person with a total of 30 minutes for this item)

PUBLIC HEARING(S)

3. Designation of Streets and Highways as Open for Street-Legal All-Terrain Vehicle Use

CONSENT AGENDA

4. Minutes from the August 16, 2011, Public Hearing and Regular City Council Meeting

SCHEDULED ITEMS

5. Review/Action on a Boundary Line Agreement Located at Approximately 9243 N. (Lot 25) and 9229 N. (Lot 26) Emerald Lake Cove
6. Review/Action on an Initiative Petition (#4) Relative to the Construction or Purchase of Public Buildings in Excess of \$400,000 Excluding the Cost of Land
7. Review/Action on the Avanyu Acres Homeowners Association Request
8. Review/Action on Ordinance Amending Title 7, Utilities, of the City Code
9. Review/Action Regarding Amendments to Animal Units, Small, in all Zones
10. Review/Action Regarding the Designation of Streets and Highways as Open for Street-Legal All-Terrain Vehicle Use
11. Review/Action on a Federal Surplus Property Program Application
12. Review/Action on Resolution Adopting Fees
13. Review/Action on the Canvass of the 2011 Municipal Primary Election
14. Review/Action Regarding the Lone Peak Public Safety District
15. Review/Action on Employee Contract Amendments
16. City Manager Report and Discussion

MAYOR AND COUNCIL REPORTS

17. Board and Committee Reports

EXECUTIVE SESSION

18. Motion to go into Executive Session, Pursuant to Utah State Code 52-4-204 and 52-4-205
* * * EXECUTIVE SESSION * * *
19. Motion to Adjourn Executive Session and Reconvene City Council Meeting

ADJOURNMENT

20. Adjourn

Posted this 19th day of September, 2011.

Cathy D. Larsen, Deputy Recorder

- Supporting documentation for this agenda is posted on the City's Web Site at www.cedarhills.org.
- In accordance with the Americans with Disabilities Act, the City of Cedar Hills will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-785-9668 at least 48 hours in advance of the meeting to be held.
- The order of agenda items may change to accommodate the needs of the City Council, the staff, and the public.



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Konrad Hildebrandt, City Manager
DATE:	9/20/2011

City Council Agenda Item

SUBJECT:	Review/Action on a Boundary Line Agreement Located at Approximately 9243 N. (Lot 25) and 9229 N. (Lot 26) Emerald Lake Cove
APPLICANT PRESENTATION:	Property owner representatives from the Lyons and Hickey families
STAFF PRESENTATION:	Greg Robinson, Assistant City Manager
BACKGROUND AND FINDINGS: This boundary line change involves the back corner between these two lots. Property from Lot 26 will be added to Lot 25. Both property owners have agreed to this exchange.	
PREVIOUS LEGISLATIVE ACTION: N/A	
FISCAL IMPACT: N/A	
SUPPORTING DOCUMENTS: Property owners agreement	
RECOMMENDATION: Ludlow Engineering and Surveying has prepared the descriptions; Staff would like to have the surveyor verify that the current structures will meet setbacks, but is comfortable with this moving forward.	
MOTION: Approve/not approve the Canyon Heights, Plat A Lot 25 and Lot 26 boundary line adjustment, subject to a surveyor's verification that the changes will meet setback requirements, the submission of the required legal descriptions to the city recorder, and the completion and recording of the appropriate forms with the city recorder.	

Boundary Line Acknowledgement

Agreement made and entered into this 20 day of October, 2010, by and between (Paul and Sandra Hickey), and (Jeff and Joanna Lyons). We, agree and acknowledge that the Hickey's south fence line has encroached upon our property. We, the Lyons acknowledge the encroachment and understand there are necessary steps to be able to release the property to the Hickey's as agreed. This process requires our cooperation between the new buyer and the Hickey's. We the Lyons agree to cooperate fully with all parties regarding the property release and transfer.

At the time of the release the boundary line will be corrected and the property shall be deeded to the buyer or the Hickey's whoever the current owner is at that time. The new parcel in which to be deeded shall be known as:

A.P.H. 5H

Beginning at the Northwest corner of Lot 26, Plat "B" Canyon Heights At Cedar Hills, Planned Residential Development, said point being a 1/2" Iron Pin; thence S 74°29'31" E a distance of 50.35 feet along the North line of said Lot 26 to a fence line intersection; thence N 88°58'35" W a distance of 31.94 feet along said fence line; thence N 83°43'20" W a distance of 11.18 feet along said fence line to a fence corner; thence S 89°41'41" W a distance of 5.41 feet to the West line of said Lot 26; thence N 00°18'19" W a distance of 11.70 feet along said West line of Lot to the point of beginning. Having an area of 294.20 square feet, 0.007 acres.

Upon full release of the property noted above the *Boundary Line agreement*, "exhibit A" shall be recorded and the deed transferred to the Hickey's or the new owner.

Sandra M Hickey 10/20/10

Sandra M Hickey

Date

Paul Hickey 10/20/10

Paul Hickey

Date

Jeff Lyons 10/20/10

Jeff Lyons

Date

Joanna Lyons 10/20/10

Joanna Lyons

Date



CITY OF CEDAR HILLS

TO: Mayor Richardson, City Council, and Staff
FROM: Kim E. Holindrake, City Recorder
DATE: September 15, 2011

City Council Memorandum

SUBJECT: Initiative Petition #4
APPLICANT PRESENTATION:
STAFF PRESENTATION: Kim E. Holindrake, City Recorder

BACKGROUND AND FINDINGS:

Residents of the City have completed the initiative petition process with a petition stating the following:

CONSTRUCTION OR PURCHASE OF PUBLIC BUILDINGS REQUIRING A VOTE OF CITIZENS

THE CITY OF CEDAR HILLS SHALL NOT CAUSE ANY PUBLIC BUILDING TO BE CONSTRUCTED OR PURCHASED, COSTING IN EXCESS OF \$400,000, EXCLUDING COST OF LAND, WITHOUT THE APPROVAL OF THE MAJORITY OF REGISTERED CEDAR HILLS VOTERS AT A DULY CALLED ELECTION.

THE ABOVE REQUIREMENT SHALL BE DEEMED EFFECTIVE AND IN FORCE WITH RESPECT TO THE CONSTRUCTION OR PURCHASE OF ANY PUBLIC BUILDING FOR WHICH A FINAL CONTRACT HAS NOT BEEN EXECUTED BY ALL PARTIES THERETO PRIOR TO THE DATE THE APPLICATION FOR THIS INITIATIVE PETITION WAS FILED WITH THE CITY RECORDER.

The petition packets were received from the County with a breakdown. See attached. The City received one affidavit from a resident to have their name removed. See the following breakdown.

Signatures Collected	655	
Valid Signatures	590	
Signatures Removed	1	(per affidavit)
Signatures Needed	518	(total voters in the last presidential election was 3,450 multiplied by 15% = 518)

The petition has been declared sufficient by the City Recorder, and a letter was sent to Mr. Jerry Dearing.

According to UCA 20A-7-501, the City Council has the following options. Note the date of receipt in (3)(a) is September 20, 2011; and because of petition deadlines, the next municipal election will be November 5, 2013.

(3) (a) The local legislative body shall either adopt or reject the proposed law without change or amendment within 30 days of receipt of the proposed law.

(b) The local legislative body may:

- (i) adopt the proposed law and refer it to the people;
- (ii) adopt the proposed law without referring it to the people; or
- (iii) reject the proposed law.

(c) If the local legislative body adopts the proposed law but does not refer it to the people, it is subject to referendum as with other local laws.

(d) (i) If a county legislative body rejects a proposed county ordinance or amendment, or takes no action on it, the county clerk shall submit it to the voters of the county at the next regular general election immediately after the petition is filed under Section 20A-7-502.

(ii) If a local legislative body rejects a proposed municipal ordinance or amendment, or takes no action on it, the municipal recorder or clerk shall submit it to the voters of the municipality at the next municipal general election immediately after the petition is filed under Section 20A-7-502.

(e) (i) If the local legislative body rejects the proposed ordinance or amendment, or takes no action on it, the local legislative body may adopt a competing local law.

(ii) The local legislative body shall prepare and adopt the competing local law within the 30 days allowed for its action on the measure proposed by initiative petition.

(iii) If the local legislative body adopts a competing local law, the clerk or recorder shall submit it to the voters of the county or municipality at the same election at which the initiative proposal is submitted.

(f) If conflicting local laws are submitted to the people at the same election and two or more of the conflicting measures are approved by the people, then the measure that receives the greatest number of affirmative votes shall control all conflicts.

PREVIOUS LEGISLATIVE ACTION:

FISCAL IMPACT:

SUPPORTING DOCUMENTS:

- Utah County, Cedar Hills Initiative – Public Buildings Petition

RECOMMENDATION

MOTION

Cedar Hills Initiative - Public Buildings

Petition

State Wide Petition No
Signatures Needed 518

Utah County

Type By County
Due 08/17/2011
Printed 08/18/2011

Packet	Unreadable	Not Registered	Bad Address	Not Matching	Other	Duplicate	Valid
1	Collector Verified: YES						
Utah	0	3	0	0	0	0	17
1 Totals	0	3	0	0	0	0	17
2	Collector Verified: YES						
Utah	0	1	0	0	0	0	19
2 Totals	0	1	0	0	0	0	19
3	Collector Verified: YES						
Utah	0	1	0	0	0	0	19
3 Totals	0	1	0	0	0	0	19
4	Collector Verified: YES						
Utah	0	2	0	0	1	0	15
4 Totals	0	2	0	0	1	0	15
5	Collector Verified: YES						
Utah	0	1	0	0	0	0	19
5 Totals	0	1	0	0	0	0	19
6	Collector Verified: YES						
Utah	0	0	0	0	0	0	19
6 Totals	0	0	0	0	0	0	19
7	Collector Verified: YES						
Utah	0	1	0	0	0	0	18
7 Totals	0	1	0	0	0	0	18
8	Collector Verified: YES						
Utah	0	0	0	0	0	0	4
8 Totals	0	0	0	0	0	0	4
9	Collector Verified: YES						
Utah	0	0	0	0	0	0	20
9 Totals	0	0	0	0	0	0	20
10	Collector Verified: YES						
Utah	0	0	0	0	0	0	20
10 Totals	0	0	0	0	0	0	20
11	Collector Verified: YES						
Utah	0	0	0	0	1	0	18
11 Totals	0	0	0	0	1	0	18
12	Collector Verified: YES						
Utah	0	0	0	0	4	0	15
12 Totals	0	0	0	0	4	0	15

Packet	Unreadable	Not Registered	Bad Address	Not Matching	Other	Duplicate	Valid
13	Collector Verified: YES						
Utah	0	3	0	0	0	0	17
13 Totals	0	3	0	0	0	0	17
14	Collector Verified: YES						
Utah	0	0	0	0	2	2	16
14 Totals	0	0	0	0	2	2	16
16	Collector Verified: YES						
Utah	0	0	0	2	0	0	18
16 Totals	0	0	0	2	0	0	18
17	Collector Verified: YES						
Utah	0	0	0	0	0	0	20
17 Totals	0	0	0	0	0	0	20
18	Collector Verified: YES						
Utah	0	0	0	1	0	0	19
18 Totals	0	0	0	1	0	0	19
19	Collector Verified: YES						
Utah	0	0	0	0	0	0	4
19 Totals	0	0	0	0	0	0	4
20	Collector Verified: YES						
Utah	0	1	0	0	1	0	18
20 Totals	0	1	0	0	1	0	18
21	Collector Verified: YES						
Utah	0	3	0	2	0	0	15
21 Totals	0	3	0	2	0	0	15
22	Collector Verified: YES						
Utah	0	0	0	0	0	0	20
22 Totals	0	0	0	0	0	0	20
23	Collector Verified: YES						
Utah	0	1	0	0	1	0	18
23 Totals	0	1	0	0	1	0	18
24	Collector Verified: YES						
Utah	0	0	0	0	0	0	20
24 Totals	0	0	0	0	0	0	20
25	Collector Verified: YES						
Utah	0	0	0	0	1	0	19
25 Totals	0	0	0	0	1	0	19
26	Collector Verified: YES						
Utah	0	0	0	0	1	0	18
26 Totals	0	0	0	0	1	0	18
27	Collector Verified: YES						

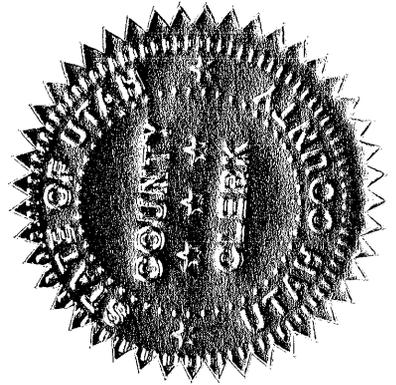
Packet	Unreadable	Not Registered	Bad Address	Not Matching	Other	Duplicate	Valid
Report Totals	0	30	0	5	26	4	590

Total Signatures 655

I, Bryan E. Thompson, Utah County Clerk, state of Utah, certify that the above listed petitions for the Cedar Hills Initiative - Public Buildings contain 590 persons registered to vote.

Signed Bryan E Thompson

Date Aug 18, 2011





CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Engineer/PW Director
DATE:	9/20/2011

Planning Commission Agenda Item

SUBJECT:	Avanyu Acres Improvement Request
APPLICANT PRESENTATION:	David Bunker
STAFF PRESENTATION:	David Bunker, City Engineer/Public Works Director
BACKGROUND AND FINDINGS: Matt Sorensen with the Avanyu HOA Board will be present to represent the HOA in gathering further information on the status of the City's lawsuit and the status of completing remedial infrastructure improvements, specifically related to safety items. The HOA is requesting that the City consider funding the improvements at this time and reimburse itself from bond recovery post final litigation.	
PREVIOUS LEGISLATIVE ACTION: Authorized City legal staff to proceed with litigation vs. Bald Mtn. Development.	
FISCAL IMPACT: The immediate necessary improvements total an estimated \$311,600.00 according to the inspections dated August 2008.	
SUPPORTING DOCUMENTS: N/A	
RECOMMENDATION: Staff recommends the City Council consider the request to fund immediate safety related infrastructure improvements.	
MOTION: To approve/ not approve necessary funding for safety related infrastructure improvements in the Avanyu Acres subdivision.	



CITY OF CEDAR HILLS

TO:	Mayor Richardson & City Council
FROM:	Konrad Hildebrandt, City Manager
DATE:	9/14/2011

City Council Memorandum

SUBJECT:	Utility Code Revision
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	Rebecca Tehero, Finance Director
BACKGROUND AND FINDINGS:	<p>Staff reviewed the current utility ordinance and recommends several revisions to the Code:</p> <ul style="list-style-type: none">- Utility payments shall be applied to the water fee last.- Base utility fees will be charged to the owner even if the property is vacant.- Billing errors must be reported within 3 months or the bill will be deemed correct.- The City may impose a tax lien on the property for delinquent utility fees.- If a resident files for bankruptcy and does not provide the City with a deposit within 30 days, the City may discontinue utility services
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT:	
SUPPORTING DOCUMENTS:	<ul style="list-style-type: none">- Revised City Code (applicable sections of Title 7)
RECOMMENDATION:	To review and approve the revisions to the City Code.
MOTION:	To approve an ordinance amending Title 7 of the City Code of the City of Cedar Hills, Utah, relating to utilities.

ARTICLE A. UTILITY SERVICES

7-1A-2: REQUESTS FOR WATER AND SEWER SERVICE:

A. Application For Service From Existing Connection; Conditions Of Approval:

1. Any person desiring to obtain water and/or sewer service from the city using a previously installed connection shall submit to the city:
 - a. An application for service, to be submitted on forms furnished by the city.
 - b. An executed water/sewer use agreement whereby the applicant agrees to abide by all rules and regulations governing the use of the water and sewer system and to pay promptly for the services received as set forth on the billing notice.
 - c. Payment in full of the required utility setup fee.
2. Upon satisfactory completion of the application process, the city will turn on the valve and/or read the meter and establish the service account for the user. (Ord. 3-3-88A, 3-3-1988; amd. 2004 Code)

B. Services To Tenants; Responsibility Of Property Owner; Limitations:

1. In the event that the application is made by a tenant or person other than the owner of the premises, the city shall also receive a signed agreement by said owner, and shall provide that in consideration of granting the application the owner agrees to pay for all services furnished such tenant or other person named in the application in case such tenant or person shall fail to pay for the services provided by the city. (Ord. 12-6-2005A, 12-6-2005)
2. Any property owner shall be liable for the payment of such services **and base fees** until such time the owner notifies the city that the **property has been sold. services to the premises are to be terminated.**

C. Setup Fee Required: Before receiving authorization for water and/or sewer, each user shall pay a setup fee in an amount as may be fixed by resolution of the city council.

D. Application For Service Using New Connection: Any person desiring to obtain water and/or sewer service using a new connection shall be authorized to make such connection and receive service subject to: (Ord. 3-3-88A, 3-3-1988; amd. 2004 Code)

1. Upon request for the first final building inspection, the owner and/or builder shall execute an application and agreement form and evidence of payment of the setup fee in accordance with the provisions of subsection A of this section. Services will be billed commencing with the date of occupancy or the date of the occupancy certificate, whichever occurs first. (Ord. 12-6-2005A, 12-6-2005)
2. Receipt of payment of the required connection fee; and
3. A determination by the city that there is sufficient capacity in the system at the address at which the service is being requested.

E. Temporary Connections: Any contractor or person engaged in construction work requiring the use of water may apply and be granted a permit to install a temporary connection. Any such temporary connection shall be made at the expense of the contractor and the use of water shall be metered. The city may require a deposit as a condition for granting a temporary connection. (Ord. 3-3-88A, 3-3-1988; amd. 2004 Code)

7-1A-3: USER CHARGES AND CONNECTION FEES; BOARD OF EQUALIZATION:

A. Rates And Fees Established By City Council: The amount of the setup fee, rates and charges for use, penalty fees for delinquency in payment, fees for connection to the water and sewer system and other fees applicable to the operation shall be fixed from time to time by resolution of the city council according to the city fee schedule. The city council may also, by resolution, establish various classes of users, enact rules for

levying, billing, guaranteeing and collecting charges for ~~water and sewer~~ **city utility** services. (Ord. 3-3-88A, 3-3-1988; amd. 2004 Code)

B. Special Rates For Sewers Permitted: The city council may from time to time fix by agreement or resolution special rates and conditions, upon such terms as they may deem proper, for those users of the sewer service discharging wastes of unusual characteristics or making use thereof under exceptional circumstances.

C. Board Of Equalization: The city council is hereby constituted as the board of equalization of ~~water and sewer~~ **city utility** rates to hear complaints and make corrections of any assessments or charges deemed to be illegal, unequal or unjust. (Ord. 3-3-88A, 3-3-1988)

7-1A-4: BILLING AND PAYMENT OF FEES; COLLECTION:

A. Billing:

1. All service charges, costs, fees, and penalties assessed by the City of Cedar Hills shall be billed for and collected on a single unified bill.

2. If the property is vacant and/or there is no utility bill, the base utility fees (as seen on the city fee schedule), shall be charged to the owner of the property. The fees shall be deemed a civil debt owed to the city by the person or entity paying for the city utility services provided to the property.

B. Payment Of Fees: Payments on any city utility statement shall be applied as designated by city policy, although the water fee portion of the bill shall be paid last. If a customer pays only a portion of the City utility bill, all penalties shall be paid in full before any amount is applied to the remaining services.

C. Assumption: Residents must notify the City of Cedar Hills in writing of any billing errors within three (3) months of the statement date from the bill on which the error or problem appeared or failed to appear. If no notice of error is received within the three-month period, the bill will be deemed correct and the City will have no recourse for errors.

D. Failure To Pay:

1. On or before the ~~fifth-tenth~~ day of each month, the city shall mail or otherwise deliver a written or printed statement to each user showing the amount of water and/or sewer service charges assessed against the user for the preceding billing period, together with any other outstanding charges.

2. Said amount shall be due and payable upon receipt of the statement and shall be considered past due on the ~~first~~ **second** day of the month following receipt of the statement (past due date).

3. In the event that payment of the **utility bill** ~~water and sewer charge~~ is not received by the city prior to the past due date, the city may assess a past due fee in an amount to be set by resolution of the city council according to the city fee schedule, and in the event that the city shall not have received payment in full of all past due **utility** ~~water and sewer charge and any past due payment~~ fees that shall have been assessed within fifteen (15) days after the past due date, the account shall be considered delinquent and the water service shall be subject to shutoff by the city without further notification to the user.

E. Disconnection Of Water Service For Nonpayment Authorized; Other Remedies:

1. In the event any person shall fail to pay for the water and/or sewer service furnished or shall use such service in violation of the provisions of this chapter or the rules and regulations adopted pursuant hereto, the city may cause the water to be shut off from such premises.

2. Before any water service that has been shut off as a result of nonpayment of service fees shall be restored, all past due service charges, delinquency fees and such extra charge for turning the water on and

off as the city council may have established by resolution according to the city fee schedule shall be paid in full.

3. The city is authorized and empowered to enforce the payment of all delinquent ~~water and sewer~~ service charges by any action at law in the corporate name of the city.

4. To the extent authorized by Utah law, the city may, in addition to any and all other remedies provided herein, impose a tax lien on the premises being served to recover all delinquent fees and charges.

F. The City may refuse or discontinue utility services if a debtor in bankruptcy or a bankruptcy trustee, within 30 days after the date the bankruptcy petition was filed, does not provide the City adequate assurance of payment of post-petition services in the form of a deposit or other security.

G. Turning On Water After Being Turned Off Prohibited: It is unlawful for any person, after the water shall have been turned off for nonpayment of service charges or other violation of the rules and regulations pertaining to the water or sewer system, to turn on the water or allow it to be turned on or used without authorization to do so from the city. (Ord. 3-3-88A, 3-3-1988; amd. 2004 Code)

ARTICLE B. WATER AND SEWER SYSTEM

7-1B-1: WATER AND SEWER DEPARTMENT; PUBLIC WORKS DIRECTOR:

A. Establishment Of Department: There is hereby established a water and sewer department. It shall comprise all of the property, equipment and personnel necessary to the maintenance and operation of the city culinary **and secondary** water and sewage collection and disposal systems. The department shall administer the operation and maintenance of the city water and sewer systems.

B. Public Works Director; Appointment; Duties And Powers: There is hereby created the position of public works director. Said position shall be filled by appointment of the city manager, with the advice and consent of the city council. The public works director shall manage and supervise the activities of the water and sewer systems under the direction of the city council. The city council, from time to time may, by resolution or otherwise, more fully prescribe his powers and duties and direct the manner and frequency with which he shall make reports to the mayor relating to the system. (Ord. 3-3-88A, 3-3-1988; amd. 2004 Code)

7-1B-4: OWNERSHIP OF SYSTEMS:

The water system constructed or otherwise acquired by the city to supply the city with culinary **and secondary** water, and the sewer system constructed or otherwise acquired by the city to provide the city with a sanitary municipal sewage disposal system, are the property of the city and shall be under the sole and exclusive control and jurisdiction of the city. The city council may, from time to time, direct the making of needed additions, improvements, alterations and repairs to said systems, and may also make such rules and regulations as it deems necessary for the operation and control thereof. (Ord. 3-3-88A, 3-3-1988)

7-1B-6: WATER SYSTEM OPERATION AND USE:

A. Opening Or Closing Of Valves Prohibited: It shall be unlawful for any person to open or close any water gate valve unless duly authorized by the city council or their designated representative.

B. Water Connections To Be Metered: All structures, dwelling units and other establishments, using **culinary** water from the city water system, shall be connected to said system through a water meter.

C. Waste Prohibited; Termination Of Service:

1. It shall be unlawful for any water user to waste water, or to allow it to be wasted, by imperfect stops, taps, valves, leaky joints or pipes, or to allow tanks or water troughs to leak or overflow or to wastefully run water from hydrants, faucets or stops, or through basins, water closets, urinals, sinks or other apparatus, or to use water in violation of the rules, regulations or ordinances for controlling the water supply. (Ord. 3-3-88A, 3-3-1988)

2. If, in the judgment of the public works director, a user of city water engages in practices that result in the needless waste of water and continues to do so after reasonable notice to discontinue said wastefulness has been given, the public works director may thereupon authorize the termination the right of said individual to use culinary water. (Ord. 3-3-88A, 3-3-1988; amd. 2004 Code)

D. Scarcity Of Water: In time of scarcity of water, wherever in the judgment of the city, it shall be necessary, the mayor shall, by proclamation, limit the use of water to such extent as may be necessary for public good. It shall be unlawful for any person by himself, family, or agents, to violate any proclamation made by the mayor in pursuance of this chapter.

E. City Not Liable For Damages: The city shall not be liable for any damage to a water service user by reason of stoppage or interruption of his water supply service caused by fires, scarcity of water, accidents to the water system or its mains, or as the result of maintenance and extension operations, or from any other unavoidable cause.

F. Unauthorized Users: It is unlawful for any water service user to permit any person from other premises or any unauthorized persons to use or obtain water services regularly from his premises. (Ord. 3-3-88A, 3-3-1988)

G. Fire Hydrants: All public fire hydrants shall be under the control of and shall be kept in repair by the city, and in case of fire, the fire department shall have free access to said fire hydrants. It shall be unlawful for any person to obstruct the approach to a fire hydrant or to open or operate a fire hydrant or attempt to draw water therefrom without first obtaining special permission from the public works director. (Ord. 3-3-88A, 3-3-1988; amd. 2004 Code)

H. Water Service Outside Of Corporate Limits: No water or water service shall be furnished to persons living outside the city corporate limits **unless an agreement is approved by the city council.** (Ord. 3-3-88A, 3-3-1988)

ARTICLE A. ABBREVIATIONS AND DEFINITIONS

7-2A-1: ABBREVIATIONS:

The following abbreviations shall have the designated meanings:

BOD - Biochemical oxygen demand
CFR - Code of federal regulations
COD - Chemical oxygen demand
EPA - Environmental protection agency
l - Liter

mg - Milligrams
mg/l - Milligrams per liter
NPDES - National pollutant discharge elimination system
POTW - Publicly owned treatment works
SIC - Standard industrial classification
SWDA - Solid waste disposal act, 42 USC 6901 et seq.
TSS - Total suspended solids
USC - United States code

(Ord. 5-28-93, 5-28-1993)

7-2A-2: DEFINITIONS:

Unless the context specifically indicates otherwise, the following terms and phrases used in this chapter shall have the following meanings:

ACT: Federal water pollution control act, as amended by the clean water act and the water quality act of 1987, 33 USC 1251 et seq.

AUTHORIZED REPRESENTATIVE OF INDUSTRIAL USER: A. In the case of a corporation, a president, secretary, treasurer or vice president of the corporation in charge of a principal business function;

B. In the case of a partnership or proprietorship, a general partner or proprietor; and

C. An authorized representative of the individuals designated above if: 1) such representative is responsible for the overall operation of the facilities from which the discharge into the POTW originates; 2) the authorization is in writing; and 3) the written authorization is submitted to the POTW.

BIOCHEMICAL OXYGEN DEMAND (BOD): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure for five (5) days at twenty degrees centigrade (20°C), expressed in terms of weight and concentration (milligrams per liter (mg/l)).

BUILDING DRAIN: That part of the lowest horizontal piping of a drainage system that receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet (5') (1.5 meters) outside the inner face of the building wall.

BUILDING SEWER: The extension from the building drain to the public sewer or other place of disposal, also called "house connection".

BYPASS: The intentional diversion of waste streams from any portion of an industrial user's treatment facility.

CHEMICAL OXYGEN DEMAND: A measure of oxygen consuming capacity of inorganic and organic matter present in water or wastewater. It is expressed as the amount of oxygen consumed from a chemical oxidant in a specific test. Results are not necessarily related to BOD because the chemical oxidant may react to substances that bacteria do not stabilize.

CITY: The City of Cedar Hills, Utah, or the city council of the City of Cedar Hills, Utah.

CITY PUBLIC WORKS DIRECTOR: The city officer charged with the responsibility to maintain, repair, supervise and control the city sewer system.

COMBINED SEWER: A sewer to receive both wastewater and storm or surface water.

COMPOSITE SAMPLE: Samples that are flow proportioned and shall, as a minimum, contain at least four (4)

samples collected over the compositing period. Unless otherwise specified, the time between the collection of the first sample and last sample shall not be less than six (6) hours nor more than twenty four (24) hours. Acceptable methods for preparation of composite samples are as follows:

A. Constant time interval between samples, sample volume proportional to flow rate at time of sampling;
B. Constant time interval between samples, sample volume proportional to total flow (volume) since last sample. For the first sample, the flow rate at the time the sample was collected may be used;

C. Constant sample volume, time interval between samples proportional to flow (i.e., sample taken every "X" gallons of flow); and

D. Continuous collection of sample, with sample collection rate proportional to full rate.

DIRECT DISCHARGE: A discharge of treated or untreated wastewater directly to the waters of the state of Utah.

DISTRICT: The Timpanogos special service district, a special service district.

DISTRICT SUPERINTENDENT: The superintendent of wastewater facilities of the district or his authorized deputy, agent or representative.

EASEMENT: An acquired legal right for the specific use of land owned by others.

EQUIVALENT RESIDENTIAL UNIT (ERU): The average culinary water usage, expressed in gallons, of developed single-family residential parcels in the City of Cedar Hills.

FLOATABLE OIL: Oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

GARBAGE: The animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.

GRAB SAMPLE: A sample that is taken from a waste stream on a one time basis with no regard to the flow in the waste stream and without consideration of time.

INDIRECT DISCHARGE: The introduction of pollutants into a POTW from any nondomestic source regulated under section 307(b), (c) or (d) of the federal water pollution control act, also known as the clean water act, as amended, 33 USC section 1251 et seq.

INDUSTRIAL USER: Any person who introduces pollutants into a POTW from any nondomestic source regulated under the act, state law or local ordinance.

INDUSTRIAL WASTES: The wastewater from industrial processes, trade or business, as distinct from domestic or sanitary wastes.

INTERFERENCE: Any discharge that alone or in conjunction with a discharge or discharges from other sources, both:

A. Inhibits or disrupts the POTW and any of its process or operations, or its sludge use or disposal; and

B. Therefore is the cause of violation (including an increase in the magnitude or duration of a violation) of any requirement of the POTW's NPDES permit or federal, state or local sludge standards.

MAY: Is permissive.

NPDES OR STATE DISCHARGE PERMIT: A permit issued pursuant to section 402 of the federal water pollution control act (33 USC 1342).

NATIONAL PRETREATMENT STANDARD, PRETREATMENT STANDARD OR STANDARD: Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of the act (33 USC 1317), which applies to industrial users. This term includes prohibitive discharge limits established pursuant to 40 CFR section 403.5, or any revision thereto.

NATURAL OUTLET: Any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body of surface or ground water.

NEW SOURCE: Any building, structure, facility or installation of which the construction commenced after the publication of proposed pretreatment standards under section 307(c) (33 USC 1317) that will be applicable to such source if such standards are thereafter promulgated in accordance with that section provided that: a) the construction is a site at which no other source is located; or b) the process or production equipment that causes the discharge of pollutants at an existing source is totally replaced; or c) the production or wastewater generating processes are substantially independent of an existing source at the same site.

PASS THROUGH: A discharge that exits the POTW into waters of the state in quantities or concentrations that, alone or in conjunction with a discharge or discharges from other sources, causes a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

PERSON: Any individual, partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agent or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

pH: The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.

POLLUTANT: Any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal, commercial and agricultural waste, or any other contaminant.

PRETREATMENT: The reduction, elimination or alteration of pollutant properties to a less harmful state prior to or in lieu of discharge or introduction into a POTW. This can be accomplished by physical, chemical or biological processes, process changes, or other means, except as prohibited by 40 CFR section 403f(d).

PROPERLY SHREDDED GARBAGE: The wastes from the preparation, cooking, and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch ($\frac{1}{2}$ " (1.27 centimeters) in any dimension.

PUBLIC SEWER: A common sewer controlled by a governmental agency or public utility.

PUBLICLY OWNED TREATMENT WORKS (POTW): A treatment works as defined by section 212 of the act, including any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage and industrial waste. The systems include sewers, pipes and equipment used to convey wastewater to the treatment facility. The term also includes the "municipality", as defined in section 502(4) of the act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

SANITARY SEWER: A sewer that carries liquid and water carried wastes from residences, commercial buildings, industrial plants and institutions, together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

SECONDARY WATER: Non-potable water used for irrigation.

SEVERE PROPERTY DAMAGE: Substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

SEWAGE: The spent water of a community. The preferred term is wastewater.

SEWER: A pipe or conduit that carries wastewater or drainage water.

SHALL: Is mandatory.

SIGNIFICANT INDUSTRIAL USER: Any industrial user subject to national categorical pretreatment standards or any industrial user of the district wastewater disposal system who: a) has a discharge flow of twenty five thousand (25,000) gallons or more per average work day; or b) has a flow greater than five percent (5%) of the flow in the district wastewater treatment system; or c) has in its wastes "toxic pollutants", as defined pursuant to section 307 of the federal water pollution control act or state law or regulation; or d) is found by the POTW or the state to have significant impact, either alone or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the POTW's effluent discharge quality, or the air emissions generated by the system.

SIGNIFICANT NONCOMPLIANCE: An industrial user is in significant noncompliance (SNC) if its violation meets one or more of the following criteria:

A. Chronic violations of wastewater discharge limits, defined here as those in which sixty six percent (66%) or more of all the measurements taken during a six (6) month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter.

B. Technical review criteria (TRC) violations, defined here as those in which thirty three percent (33%) or more of all of the measurements for each pollutant parameter taken during a six (6) month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC.

C. Any other violation of a pretreatment effluent limit (daily maximum or longer term average) that the control authority determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public).

D. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment, or has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge.

E. Failure to meet, within ninety (90) days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction or attaining final compliance.

F. Failure to provide, within thirty (30) days after the due date, required reports such as baseline monitoring reports, ninety (90) day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules.

G. Failure to accurately report noncompliance.

H. Any other violation or group of violations that the control authority determines will adversely affect the operation or implementation of the local pretreatment program.

SLUG: Any discharge of water or wastewater that in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty four (24) hour concentration of flows during normal operation and shall adversely affect the collection system and/or performance of the wastewater treatment works.

STATE: State of Utah.

STORM DRAIN OR STORM SEWER: A drain or sewer for conveying water, ground water, subsurface water or unpolluted water from any source.

STORM WATER: Any flow occurring during or following any form of natural precipitation and resulting therefrom.

TOTAL SUSPENDED SOLIDS: The total suspended matter that floats on the surface of, or is suspended in water, wastewater or other liquids, and that is removable by laboratory filtering.

TOXIC POLLUTANT: Any pollutant or combination of pollutants identified as toxic pursuant to section 307(a) of the federal water pollution control act or other federal statutes or in regulations promulgated by the state under state law.

UNPOLLUTED WATER: Water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

WASTEWATER: The liquid and water carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities and institutions, whether treated or untreated.

WATERCOURSE: A natural or artificial channel for the passage of water either continuously or intermittently.

WATERS OF THE STATE: Includes:

A. Both surface and underground waters within the boundaries of this state subject to its jurisdiction, including all ponds, lakes, rivers, streams, public ditches, tax ditches, and public drainage systems within this state, other than those designed and used to collect, convey or dispose of sanitary sewage; and

B. The floodplain of free flowing waters determined by the department of natural resources on the basis of 100-year flood frequency. (Ord. 5-28-93, 5-28-1993; amd. 2004 Code)

ARTICLE C. REGULATIONS AND REQUIREMENTS GENERALLY

7-2C-6: WASTEWATER TREATMENT SERVICE CHARGES:

A. Distribution Of Cost Of Operation Of City Sewer System: The costs of operation and maintenance of the city sewer system shall be distributed to all users of the wastewater system in proportion to each user's contribution to the total loading of the treatment works. Factors such as strength (BOD and TSS), volume, and

delivery flow rate characteristics shall be considered and included as the basis for the user's contribution to ensure a proportional distribution of operation and maintenance costs to each user or user class.

B. Determining Total Annual Cost Of Operation And Maintenance: The city shall determine the total annual costs of operation and maintenance of the wastewater system that are necessary to maintain the capacity and performance, during the service life of the collection system, for which such system was designated and constructed. The total annual cost of operation and maintenance shall include, but need not be limited to, labor, repairs, equipment replacement, maintenance, necessary modifications, power, sampling, laboratory tests, and a reasonable contingency fund.

C. Determining Each User's Wastewater Contribution Percentage: The city shall determine the average monthly sewer use for each connection, that, for residential users, shall be based on the ~~six (6)~~ **five (5)** month water use from ~~October November through to~~ March (the "winter months"), and for nonresidential users shall be based upon the ~~six (6)~~ **five (5)** month water use or such other factors as the city shall determine that shall reasonably reflect actual discharge into the city sewer system. The city or the district shall determine each sewage strength of BOD and TSS for those users who discharge sewage of greater strength than residential strength. (Ord. 5-28-93, 5-28-1993)

D. Surcharge Above Normal Strength: The city or the district will determine the TSS, BOD, COD and oil and grease daily loadings for the average residential user or, in lieu of such determination, will consider the average residential strength waste to be two hundred fifty milligrams per liter (250 mg/l) BOD and two hundred fifty milligrams per liter (250 mg/l) TSS. The **city or the** district will assess a surcharge rate for all nonresidential users discharging waste with BOD, TSS, COD or oil and grease strengths greater than the average residential user. The surcharge will be sufficient to cover the cost of treating such above normal strength waste. The billing for such surcharge will be issued directly by the district to such nonresidential users. The amount of such surcharges will be as set forth in the rate schedule attached to the ordinance codified herein as appendix A and on file in the city office, as such rate schedule may be amended from time to time by resolution.

E. User Charge Rates: Fees shall be according to the city fee schedule. The fee schedule shall divide users into the following classes and the charges shall be based on the following factors: (Ord. 5-28-93, 5-28-1993; amd. 2004 Code)

1. Residential users are considered to be one class of users and are assessed a fixed monthly charge plus a charge based upon one thousand (1,000) gallons of water used per winter month (~~October November through March~~).
2. Multiple-dwelling units, including motels, are to be considered one class of users and are assessed a fixed monthly charge per unit plus a charge based upon one thousand (1,000) gallons of water used per winter month (~~October November through March~~).
3. Commercial and industrial users ~~with BOD and TSS no greater than the average residential user's strength will pay~~ **are to be considered one class of users and are assessed** a fixed monthly charge **per Equivalent Residential Unit (ERU)** plus a charge based upon one thousand (1,000) gallons of water used per winter month (~~October November through March~~).
- 4. Other non-residential users (e.g. schools and churches) are considered one class of users and are assessed a fixed monthly charge per Equivalent Residential Unit (ERU) plus a charge based upon one thousand (1,000) gallons of water used per winter month (November through March).**

~~4. Schools will pay a fixed charge per student per month for each month of operation.~~

~~5. Churches will pay a fixed monthly charge plus a monthly charge based upon one thousand (1,000) gallons over ten thousand (10,000) gallons of water used per winter month (October through March).~~

F. Review Of Each User's Wastewater Service Charge: The city council shall review the total annual cost of operation and maintenance, including the city's payments to the district, and will revise the service charges as necessary to assure equity of the service charge system established herein and to assure that sufficient funds are obtained to adequately operate and maintain the wastewater treatment works.

G. Notification: The user's wastewater service charge may be included in a periodic (at least annually) wastewater utility bill or with the monthly water utility bill. The city shall notify the user, in conjunction with a regular bill, of the rate and that portion of the user charges that are attributable to wastewater treatment services.

H. Interest And Disconnection Of Water Service:

1. If the payment for wastewater service is not received by the city, the city shall charge past due utility charges in accordance with the provisions of section 7-1A-4 of this title.

2. Should any user fail to pay any wastewater service charge provided herein or fail to pay to the district any service charges, surcharges, fees or sampling charges imposed by the district in accordance with this chapter or the ordinances and regulations of the district, within two (2) months of the due date, the city may terminate both culinary water service and wastewater service to the property as to which such sewer service is provided. (Ord. 5-28-93, 5-28-1993)

STORM SEWER UTILITY

7-3-3: DEFINITIONS:

The following words and phrases shall be defined as follows:

DEVELOPED PARCEL: Any parcel that has been altered from its natural condition by grading, filling or the construction of improvements or other impervious surfaces.

EQUIVALENT ~~SERVICE RESIDENTIAL~~ UNIT (ESRU): The average amount of impervious surface, expressed in square feet, on developed single-family residential parcels in the City of Cedar Hills.

IMPERVIOUS SURFACE: Any hard surface, other than the natural surface, that prevents or retards the absorption of water into the soil, or that causes water to run off the surface in greater quantities or at a greater rate of flow than the natural surface. (Ord. 10-6-98A, 10-6-1998)

7-3-5: STORM SEWER UTILITY FEE:

A. Imposed: Each developed parcel of real property in the city shall be charged a monthly storm sewer utility fee.

B. Equivalent ~~Service Residential~~ Unit (ESRU): The storm sewer utility fee shall be based on the number of ESRUs contained on the parcel. The city council finds that the ESRU is the most accurate measurement for determining the amount that each parcel contributes to, benefits from, and otherwise uses the storm sewer utility. Based upon a random survey of approximately one hundred (100) building permits for single-family residential homes in the city, the city council finds and establishes that one ESRU equals two thousand nine hundred (2,900) square feet of impervious surface area.

C. Calculation: The city council finds that each single-family residential parcel contributes approximately the same amount of storm water runoff; therefore, each developed single-family residential parcel shall pay a base rate of one ESRU. All non-single, family residential parcels shall pay a multiple of this base rate, expressed in ESRUs according to the measured impervious area on the parcel. The city council may adopt separate rates for planned residential developments (PRDs), condominiums and other uses that are not easily handled under the standard rate schedule.

D. Charge Per ESRU: The amount charged for each ESRU shall be established by resolution of the city council according to the city fee schedule.

E. Exemptions And Credits: The city council may establish exemptions and credits to the storm sewer utility fee by resolution.

F. Policies: The public works director may adopt policies, consistent with this chapter and any resolutions passed by the city council, to assist in the application, administration and interpretation of this chapter and any resolutions related to the storm sewer utility.

G. Appeals:

1. Any person or entity that believes that this chapter, or any storm sewer utility rate resolution, was interpreted or applied erroneously, may appeal to the city manager. The appeal shall be in writing, shall state any facts supporting the appeal, and shall be submitted to the city manager within ~~ten (10) days~~ **three (3) months** of the decision, action or bill being appealed.

2. The city manager may elect to hold a hearing on the appeal.

3. The city manager shall decide and issue a written memorandum decision on the appeal within fifteen (15) working days of when the appeal is filed, unless a hearing is held, in which case the decision shall be issued within ten (10) working days after the date of said hearing, or within fifteen (15) working days of when the appeal is filed, whichever is later. The memorandum of decision shall include the reasons or grounds for the decision.

4. If the person or entity is not satisfied with the city manager's decision, a further appeal may be made to the city council. The appeal to the city council shall be made in writing, shall include a copy of the original appeal filed with the city and the city manager's memorandum of decision thereon, and shall be filed with the city recorder within ten (10) days after the date of said memorandum of decision. The city council shall hear the appeal at the next regularly scheduled council meeting, in accordance with the applicable noticing provisions of Utah Code Annotated section [52-4-1](#) et seq. The city council's decision on the appeal shall be final and binding on all parties. (Ord. 10-6-98A, 10-6-1998; amd. 2004 Code)

7-3-6: BILLING:

The city council finds that the city storm sewer system, sanitary sewer system, culinary water system, **secondary water system**, and solid waste collection system are interrelated services that are part of a unified city plan to provide for the health, safety and general welfare of the city and its residents in an environmentally responsible manner. Therefore, the storm sewer utility fee shall be included on the city's regular monthly utility bill for any given property. ~~If there is no regular utility bill for the property, the storm sewer utility fee shall be charged to the owner of the property. The fee shall be deemed a civil debt owed to the city by the person or entity paying for the city utility services provided to the property.~~ All properties shall be charged the fee. Failure to pay any portion of the utility bill may result in termination of water service, in addition to any other legal or equitable remedies that may be available to the city to enforce this chapter. (Ord. 10-6-98A, 10-6-1998)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 7 OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH.

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 7 of the City Code.

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

**PART I
AMENDMENTS**

SECTION 1. Title 7, Chapter 1A, Section 2, Requests for Water and Sewer Service, Paragraph B2, of the City Code is hereby amended to read as follows:

- 2. Any property owner shall be liable for the payment of such services and base fees until such time the owner notifies the city that the property has been sold.

SECTION 2. Title 7, Chapter 1A, Section 3, User Charges and Connection Fees; Board of Equalization, Paragraphs A and C, of the City Code are hereby amended to read as follows:

- A. Rates And Fees Established By City Council: The amount of the setup fee, rates and charges for use, penalty fees for delinquency in payment, fees for connection to the water and sewer system and other fees applicable to the operation shall be fixed from time to time by resolution of the city council according to the city fee schedule. The city council may also, by resolution, establish various classes of users, enact rules for levying, billing, guaranteeing and collecting charges for city utility services.
- C. Board Of Equalization: The city council is hereby constituted as the board of equalization of city utility rates to hear complaints and make corrections of any assessments or charges deemed to be illegal, unequal or unjust.

SECTION 3. Title 7, Chapter 1A, Section 4, Billing and Payment of Fees; Collection, of the City Code are hereby amended to read as follows:

- A. Billing:
 - 1. All service charges, costs, fees, and penalties assessed by the City of Cedar Hills shall be billed for and collected on a single unified bill.
 - 2. If the property is vacant and/or there is no utility bill, the base utility fees (as seen on the city fee schedule), shall be charged to the owner of the property. The fees shall be deemed a civil debt owed to the city by the person or entity paying for the city utility services provided to the property.

- B. **Payment Of Fees:** Payments on any city utility statement shall be applied as designated by city policy, although the water fee portion of the bill shall be paid last. If a customer pays only a portion of the City utility bill, all penalties shall be paid in full before any amount is applied to the remaining services.
- C. **Assumption:** Residents must notify the City of Cedar Hills in writing of any billing errors within three (3) months of the statement date from the bill on which the error or problem appeared or failed to appear. If no notice of error is received within the three-month period, the bill will be deemed correct and the City will have no recourse for errors.
- D. **Failure To Pay:**
1. On or before the tenth day of each month, the city shall mail or otherwise deliver a written or printed statement to each user showing the amount of water and/or sewer service charges assessed against the user for the preceding billing period, together with any other outstanding charges.
 2. Said amount shall be due and payable upon receipt of the statement and shall be considered past due on the second day of the month following receipt of the statement (past due date).
 3. In the event that payment of the utility bill is not received by the city prior to the past due date, the city may assess a past due fee in an amount to be set by resolution of the city council according to the city fee schedule, and in the event that the city shall not have received payment in full of all past due utility fees that shall have been assessed within fifteen (15) days after the past due date, the account shall be considered delinquent and the water service shall be subject to shutoff by the city without further notification to the user.
- E. **Disconnection Of Water Service For Nonpayment Authorized; Other Remedies:**
1. In the event any person shall fail to pay for the water and/or sewer service furnished or shall use such service in violation of the provisions of this chapter or the rules and regulations adopted pursuant hereto, the city may cause the water too be shut off from such premises.
 2. Before any water service that has been shut off as a result of nonpayment of service fees shall be restored, all past due service charges, delinquency fees and such extra charge for turning the water on and off as the city council may have established by resolution according to the city fee schedule shall be paid in full.
 3. The city is authorized and empowered to enforce the payment of all delinquent service charges by any action at law in the corporate name of the city.
 4. To the extent authorized by Utah law, the city may, in addition to any and all other remedies provided herein, impose a tax lien on the premises being served to recover all delinquent fees and charges.

- F. The City may refuse or discontinue utility services if a debtor in bankruptcy or a bankruptcy trustee, within 30 days after the date the bankruptcy petition was filed, does not provide the City adequate assurance of payment of post-petition services in the form of a deposit or other security.
- G. Turning On Water After Being Turned Off Prohibited: It is unlawful for any person, after the water shall have been turned off for nonpayment of service charges or other violation of the rules and regulations pertaining to the water or sewer system, to turn on the water or allow it to be turned on or used without authorization to do so from the city.

SECTION 4. Title 7, Chapter 1B, Section 1, Water and Sewer Department; Public Works Director, Paragraph A, of the City Code is hereby amended to read as follows:

- A. Establishment Of Department: There is hereby established a water and sewer department. It shall comprise all of the property, equipment and personnel necessary to the maintenance and operation of the city culinary and secondary water and sewage collection and disposal systems. The department shall administer the operation and maintenance of the city water and sewer systems.

SECTION 5. Title 7, Chapter 1B, Section 4, Ownership of Systems, of the City Code is hereby amended to read as follows:

The water system constructed or otherwise acquired by the city to supply the city with culinary and secondary water, and the sewer system constructed or otherwise acquired by the city to provide the city with a sanitary municipal sewage disposal system, are the property of the city and shall be under the sole and exclusive control and jurisdiction of the city. The city council may, from time to time, direct the making of needed additions, improvements, alterations and repairs to said systems, and may also make such rules and regulations as it deems necessary for the operation and control thereof.

SECTION 6. Title 7, Chapter 1B, Section 6, Water System Operation and Use, Paragraph H, of the City Code is hereby amended to read as follows:

- H. Water Service Outside Of Corporate Limits: No water or water service shall be furnished to persons living outside the city corporate limits unless an agreement is approved by the city council.

SECTION 7. Title 7, Chapter 2A, Section 2, Definitions, of the City Code is hereby amended by adding the following definitions:

EQUIVALENT RESIDENTIAL UNIT (ERU): The average culinary water usage, expressed in gallons, of developed single-family residential parcels in the City of Cedar Hills.

SECONDARY WATER: Non-potable water used for irrigation.

SECTION 8. Title 7, Chapter 2C, Section 6, Wastewater Treatment Service Charges, Paragraphs C, D, and E, of the City Code are hereby amended to read as follows:

- C. **Determining Each User's Wastewater Contribution Percentage:** The city shall determine the average monthly sewer use for each connection, that, for residential users, shall be based on the five (5) month water use from November to March (the "winter months"), and for nonresidential users shall be based upon the five (5) month water use or such other factors as the city shall determine that shall reasonably reflect actual discharge into the city sewer system. The city or the district shall determine each sewage strength of BOD and TSS for those users who discharge sewage of greater strength than residential strength.

- D. **Surcharge Above Normal Strength:** The city or the district will determine the TSS, BOD, COD and oil and grease daily loadings for the average residential user or, in lieu of such determination, will consider the average residential strength waste to be two hundred fifty milligrams per liter (250 mg/l) BOD and two hundred fifty milligrams per liter (250 mg/l) TSS. The city or the district will assess a surcharge rate for all nonresidential users discharging waste with BOD, TSS, COD or oil and grease strengths greater than the average residential user. The surcharge will be sufficient to cover the cost of treating such above normal strength waste. The billing for such surcharge will be issued directly by the district to such nonresidential users. The amount of such surcharges will be as set forth in the rate schedule attached to the ordinance codified herein as appendix A and on file in the city office, as such rate schedule may be amended from time to time by resolution.

- E. **User Charge Rates:** Fees shall be according to the city fee schedule. The fee schedule shall divide users into the following classes and the charges shall be based on the following factors:
 - 1. Residential users are considered to be one class of users and are assessed a fixed monthly charge plus a charge based upon one thousand (1,000) gallons of water used per winter month (November through March).
 - 2. Multiple-dwelling units, including motels, are to be considered one class of users and are assessed a fixed monthly charge per unit plus a charge based upon one thousand (1,000) gallons of water used per winter month (November through March).
 - 3. Commercial and industrial users are to be considered one class of users and are assessed a fixed monthly charge per Equivalent Residential Unit (ERU) plus a charge based upon one thousand (1,000) gallons of water used per winter month (November through March).
 - 4. Other non-residential users (e.g. schools and churches) are considered one class of users and are assessed a fixed monthly charge per Equivalent Residential Unit (ERU) plus a charge based upon one thousand (1,000) gallons of water used per winter month (November through March).

SECTION 9. Title 7, Chapter 3, Section 3, Definitions, of the City Code is hereby amended by to change Equivalent Service Unit (ESU) to read as follows:

EQUIVALENT RESIDENTIAL UNIT (ERU): The average amount of impervious surface, expressed in square feet, on developed single-family residential parcels in the City of Cedar Hills.

SECTION 10. Title 7, Chapter 3, Section 5, Storm Sewer Utility Fee, Paragraphs B, C, and D, of the City Code are hereby amended to read as follows:

- B. Equivalent Residential Unit (ERU): The storm sewer utility fee shall be based on the number of ERUs contained on the parcel. The city council finds that the ERU is the most accurate measurement for determining the amount that each parcel contributes to, benefits from, and otherwise uses the storm sewer utility. Based upon a random survey of approximately one hundred (100) building permits for single-family residential homes in the city, the city council finds and establishes that one ERU equals two thousand nine hundred (2,900) square feet of impervious surface area.
- C. Calculation: The city council finds that each single-family residential parcel contributes approximately the same amount of storm water runoff; therefore, each developed single-family residential parcel shall pay a base rate of one ERU. All non-single, family residential parcels shall pay a multiple of this base rate, expressed in ERUs according to the measured impervious area on the parcel. The city council may adopt separate rates for planned residential developments (PRDs), condominiums and other uses that are not easily handled under the standard rate schedule.
- D. Charge Per ERU: The amount charged for each ERU shall be established by resolution of the city council according to the city fee schedule.

SECTION 11. Title 7, Chapter 3, Section 5, Storm Sewer Utility Fee, Paragraph G1, of the City Code are hereby amended to read as follows:

- G. Appeals:
 - 1. Any person or entity that believes that this chapter, or any storm sewer utility rate resolution, was interpreted or applied erroneously, may appeal to the city manager. The appeal shall be in writing, shall state any facts supporting the appeal, and shall be submitted to the city manager within three (3) months of the decision, action or bill being appealed.

SECTION 12. Title 7, Chapter 3, Section 6, Billing, of the City Code are hereby amended to read as follows:

The city council finds that the city storm sewer system, sanitary sewer system, culinary water system, secondary water system, and solid waste collection system are interrelated services that are part of a unified city plan to provide for the health, safety and general welfare of the city and its residents in an environmentally responsible manner. Therefore, the storm sewer utility fee shall be included on the city's regular monthly utility bill for any given property. All properties

shall be charged the fee. Failure to pay any portion of the utility bill may result in termination of water service, in addition to any other legal or equitable remedies that may be available to the city to enforce this chapter.

**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 7.

D. PENALTY

Any public or private entity violating any of the provisions of this Ordinance shall receive a fine according to the City Fee Schedule.

E. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage.

PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 20TH DAY OF SEPTEMBER, 2011.

ATTEST:

Eric Richardson, Mayor

Kim E. Holindrake, City Recorder



CITY OF CEDAR HILLS

TO: City Council
FROM: Brad Kearl, Zoning Administrator
DATE: September 20, 2011

City Council
Memorandum

SUBJECT: Review/Action on Amendments to Small Animal Ordinance
APPLICANT PRESENTATION: N/A
STAFF PRESENTATION: Brad Kearl, Zoning Administrator

BACKGROUND AND FINDINGS:

The City Council, at their August 16th meeting, requested that the small animal ordinance be re-reviewed and recommend changes to the number of small animals permitted in larger lots, and restricting the slaughtering of animals from public view.

PREVIOUS LEGISLATIVE ACTION:

April 28, 2011 Planning Commission recommended no change to the ordinance regarding the minimum 50' distance for the livestock management area to be from an existing dwelling.

May 17, 2011 City Council felt the City was too restrictive and asked Planning Commission to revamp the ordinance.

June 30, 2011 Planning Commission developed and recommended proposed changes to the City Council.

August 16th, City Council referred Small Animal Ordinance back to staff for recommendations pertaining to the number of small animals in relation to the lot sizes.

FISCAL IMPACT: N/A

SUPPORTING DOCUMENTS:

- Attached: Proposed amendments to the small animal ordinance.

RECOMMENDATION

Staff recommends making changes as shown in the attachment.

MOTION

To recommend approval by the City Council the small animal ordinance as proposed.

10-2: DEFINITIONS:

Small: Small animals or fowl shall be one of any of the following: rabbit, turkey, duck, chicken, pigeon, dove, turtle, quail, or similar small animals or fowl. ~~Each small animal unit requires a minimum of four (4) square feet of a livestock management area on a single level. The maximum number of small animal units allowed to be placed on any lot or parcel shall be forty (40). No roosters or geese permitted.~~

10-4A-3: CONDITIONAL USES:

10-4B-3: CONDITIONAL USES:

10-4D-3: CONDITIONAL USES:

10-4F-2: PERMITTED USES:

10-4G-3: CONDITIONAL USES:

10-4H-3: CONDITIONAL USES:

10-4I-3: CONDITIONAL USES:

Small animal units. ~~All barns, sheds, coops, pens, hutches, paddocks, stables, corrals or similar structures used for the enclosure, housing or confinement of animals or fowl in a small animal unit shall be located not less than fifty feet (50') to an existing dwelling on an adjacent lot.~~ SEE 10-5-33: SMALL ANIMALS OR FOWL:

SUPPLEMENTARY DEVELOPMENT STANDARDS

10-5-33: SMALL ANIMALS OR FOWL:

Small animals or fowl are allowed in residential zones only if the following conditions are met:

1. No small animal or fowl shall be kept in a residential zone for the purpose of commercial production.
2. Small animals or fowl shall be permitted in a residential zone provided the following are met.

LOT SIZE:	MAXIMUM NUMBER OF SMALL ANIMALS OR FOWL:
Up to 6,000 square feet	2
6,001-10,000 square feet	6
10,001-14,000 square feet	15
14,001-20,000 square feet	30
20,001 square feet and above	40

3. All sheds, coops, hutches, or similar structures used for the housing of small animals or fowl, in a small animal unit, shall be located not less than the required distance from any neighboring building envelope on an adjacent lot.

SMALL ANIMAL LOT SIZE:	DISTANCE TO NEIGHBORING BUILDING ENVELOPE:
Up to 6,000 square feet	15 feet
6,001-10,000 square feet	20 feet
10,001-20,000 square feet	25 feet
Over 20,000 square feet	30 feet

4. Small animals or fowl must be kept in a predator resistant coop or chicken tractor at night. The structure shall not be located in the front yard. The structure shall be cleaned and maintained to prevent it becoming a nuisance.
5. Small animals or fowl shall not be allowed to roam freely unless in an enclosed yard.
6. Each small animal unit requires a minimum of four (4) square feet of a livestock management area on a single level.
7. The slaughtering of small animals or fowl shall be restricted from public view.
8. Roosters and geese are prohibited.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH, AMENDING THE REQUIREMENTS RELATING TO DEFINITIONS, PERMITTED USES, AND CONDITIONAL USES REGARDING ANIMAL RIGHTS, SMALL.

WHEREAS, pursuant to Utah Code Annotated § 10-9a-501, the City Council of the City of Cedar Hills (“City Council”) may adopt ordinances to govern the use and development of land within the City; and

WHEREAS, pursuant to Utah Code Annotated § 10-8-84, the City Council may adopt ordinances “necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the City and its inhabitants, and for the protection of property in the City”; and

WHEREAS, the City Council, following receipt of a recommendation from the Planning Commission, has determined that it is in the best interest of the public health, prosperity, comfort, and convenience of the City of Cedar Hills, and the residents thereof, to enact certain amendments to Title 10 of the City Code dealing with zoning definitions, permitted uses, and conditional uses regarding animal rights;

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

**PART I
AMENDMENTS**

SECTION 1. Title 10, Chapter 2, Section 1, of the City Code entitled Definitions is hereby amended to redefine Animal Unit, Small, to read as follows:

ANIMAL UNITS: **SMALL** - Small animals or fowl shall be one (1) of, any of the following: rabbit, turkey, duck, chicken, pigeon, dove, turtle, quail, or similar small animals or fowl.

SECTION 2. Title 10, Chapter 4A, (R-1-11,000 Residential Zone), Chapter 4B (R-1-15,000 Residential Zone), Chapter 4D (H-1 Hillside Development Zone), Chapter 4G (PR 2.2 Planned Residential Zone), Chapter 4H (PR 3.4 Planned Residential Zone), Chapter 4I (TR-1 Townsite Residential Zone), Sections 3, of the City Code, entitled Conditional Uses, are hereby amended regarding small animal units to read as follows:

Small Animal Units: See 10-5-33, Small Animals or Fowl.

SECTION 3. Title 10, Chapter 4F, Section 2, of the City Code, entitled Permitted Uses, is hereby amended regarding small animal units to read as follows:

Small Animal Units: See 10-5-33, Small Animals or Fowl.

SECTION 4. Title 10, Chapter 5, of the City Code, entitled Supplementary Development Standards, is hereby amended by adding Section 33 regarding Small Animals or Fowl to read as follows:

10-5-33: **SMALL ANIMALS OR FOWL:** Small animals or fowl are allowed in residential zones only if the following conditions are met:

- A. No small animal or fowl shall be kept in a residential zone for the purpose of commercial production.
- B. Small animals or fowl shall be permitted in a residential zone provided the following are met.

LOT SIZE:	MAXIMUM NUMBER OF SMALL ANIMALS OR FOWL:
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Up to 6,000 square feet	2
6,001-10,000 square feet	6
10,001-14,000 square feet	15
14,001-20,000 square feet	30
20,001 square feet and above	40

- C. All sheds, coops, hutches, or similar structures used for the housing of small animals or fowl, in a small animal unit, shall be located not less than the required distance from any neighboring building envelope on an adjacent lot.

SMALL ANIMAL LOT SIZE:	DISTANCE TO NEIGHBORING BUILDING ENVELOPE:
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Up to 6,000 square feet	15 feet
6,001-10,000 square feet	20 feet
10,001-20,000 square feet	25 feet
Over 20,000 square feet	30 feet

- D. Small animals or fowl must be kept in a predator resistant coop or chicken tractor at night. The enclosure shall not be located in the front yard. The enclosure shall be cleaned and maintained to prevent it from becoming a nuisance.
- E. Small animals or fowls shall not be allowed to roam freely unless in an enclosed yard.
- F. Each animal unit requires a minimum of four (4) square feet of a livestock management area on a single level.
- G. The slaughtering of small animal or fowl shall be restricted from public view.
- H. Roosters and geese are prohibited.

**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 appropriate Title in the City Code.

D. PENALTY

Hereafter these amendments shall be construed as part of the Zoning Ordinance 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 CEDAR HILLS, UTAH,
THIS 20TH DAY OF SEPTEMBER, 2011.**

Eric Richardson, Mayor

ATTEST:

Kim E. Holindrake, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Konrad Hildebrandt, City Manager
DATE:	9/20/2011

City Council Agenda Item

SUBJECT:	Review/Action the Designation of Streets and Highways as Open for Street-Legal All-Terrain Vehicle Use
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Greg Robinson, Assistant City Manager
BACKGROUND AND FINDINGS:	
<p>The Mayor has asked the Planning Commission to review an ordinance that would allow registered Type I and Type II ATV's to use city streets. After reviewing what other cities have passed the Planning Commission recommended an ordinance similar to the Highland City ordinance.</p> <p>This ordinance will allow Off-Highway Vehicles owners to use local streets. This ordinance is very detailed on what it requires an owner to do in order to make an OHV/ATV street legal. Including a safety inspection, blinkers, license, insurance, etc.</p>	
PREVIOUS LEGISLATIVE ACTION:	
August 25, 2011 - Planning Commission recommended approval of the proposed ordinance	
FISCAL IMPACT:	
N/A	
SUPPORTING DOCUMENTS:	
Designation of Streets and Highways as Open for Street-Legal All-Terrain Vehicle Use ordinance	
RECOMMENDATION:	
This ordinance can be located in two areas of city code; Title 5 – Public Safety and Traffic Regulations Chapter 2 – Crimes, Offenses and Traffic Regulations or in Title 6 – Public Ways and Property. Staff has recommended locating this ordinance in Title 5.	
MOTION:	
To approve/not approve Ordinance Number _____ of the Designation of Streets and Highways as Open for Street-Legal All-Terrain Vehicle Use Ordinance...	

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 5 OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH, ADDING THE REQUIREMENTS RELATING TO THE DESIGNATION OF STREETS AND HIGHWAYS.

WHEREAS, pursuant to Utah Code Annotated § 10-9a-501, the City Council of the City of Cedar Hills (“City Council”) may adopt ordinances to govern the use and development of land within the City; and

WHEREAS, pursuant to Utah Code Annotated § 10-8-84, the City Council may adopt ordinances “necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the City and its inhabitants, and for the protection of property in the City”; and

WHEREAS, the City Council, following receipt of a recommendation from the Planning Commission, has determined that it is in the best interest of the public health, prosperity, comfort, and convenience of the City of Cedar Hills, and the residents thereof, to enact certain amendments to Title 5 of the City Code relating to the designation of streets and highways;

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

**PART I
AMENDMENTS**

SECTION 1. Title 5, Chapter 2, of the City Code, entitled Crimes, Offenses, and Traffic Regulations, is hereby amended by adding a Section 6 to read as follows:

5-2-6: DESIGNATION OF STREETS AND HIGHWAYS AS OPEN FOR STREET-LEGAL ALL-TERRAIN VEHICLE USE:

All public streets and highways within the jurisdictional limits of the City of Cedar Hills are designated as open for street-legal Type I and Type II All-Terrain Vehicles (ATVs) as defined in Utah Code.

A. Type I All-Terrain Vehicles (ATVs) are motor propelled Off Highway Vehicles designed with a seat to be straddled by the operator and Type II ATVs are All Terrain Vehicles which are motor propelled Off Highway Vehicles designed to have side by side seating (also known as “mini trucks”, “Kei” trucks or “side by sides”). To be legally driven on the streets of Cedar Hills each Type II ATV shall meet all State requirements as defined by Title 41, Utah Code.

1. Unauthorized ATVs are not permitted on any trail, sidewalk or in or upon any public open space.

- a. Authorized vehicles include City appropriated ATVs or other vehicles specifically used for the purpose of law enforcement, public safety or maintenance of those trails and lands.
 - b. If an OHV/ATV is used only on a farm or ranch or for other agricultural or irrigation purposes, it may be registered at a Utah Division of Motor Vehicles office as an implement of husbandry and will be exempt from these regulations.
- B. To be a “street-legal Type I or Type II ATV”, the following must be met:
1. The operator must meet the same requirements as a motorcycle in that:
 - a. The vehicle must be driven so as to follow all traffic rules;
 - b. The operator must be at least sixteen (16) years of age AND possess a valid Driver’s License in accordance with the Utah Uniform Driver License Act;
 - c. The vehicle must be legally registered AND possess a State issued license plate;
 - d. The owner must pay fees in lieu of property taxes;
 - e. Head protection must be worn in accordance with Utah State Code 41-6a-1505
 2. The vehicle must meet the following requirements as a motor vehicle, in that:
 - a. The vehicle must be covered by motor vehicle insurance AND proof thereof must be carried in/on the vehicle;
 - b. The vehicle must pass vehicle emissions inspection;
 - c. The vehicle must pass a safety inspection.
 3. To be a “street-legal ATV” the following equipment is required:
 - a. Headlamps;
 - b. One or more tail lamp;
 - c. Light illuminating the license plate;
 - d. Red reflectors to the rear;
 - e. Stop lamps on the rear;

- f. Amber electric turn signals front and rear;
 - g. A braking system, other than a parking brake;
 - h. A horn or other warning device;
 - i. A muffler and emissions control system (electric drive motor vehicles exempt);
 - j. Rear view mirrors on both sides of the vehicle;
 - k. A windshield, or eye protection for the driver;
 - l. An illuminated speedometer;
 - m. A footrest and handhold for each passenger; and,
 - n. For “side by side” vehicles, a seatbelt for each occupant.
- 4. The operator of a “Street-legal ATV” may not exceed the posted speed limit or a maximum speed of 45 MPH.
 - 5. Street-legal all-terrain vehicles are not to be driven upon any Federal highways, State highways, or City streets which have more than one (1) lane in the same direction. These include, but are not limited to, 4800 West, State Road 146, State Road 92.

**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 5.

D. PENALTY

Hereafter these amendments shall be construed as part of the Public Safety and Traffic Regulations Ordinance 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 CEDAR HILLS, UTAH,
THIS 20TH DAY OF SEPTEMBER, 2011.**

Eric Richardson, Mayor

ATTEST:

Kim E. Holindrake, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Greg Robinson, Assistant City Manager
DATE:	9/20/2011

City Council Agenda Item

SUBJECT:	Review/Action on a Federal Surplus Property Program Application
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Greg Robinson, Assistant City Manager
BACKGROUND AND FINDINGS:	
<p>The Federal Surplus Property Program is a Utah State governmental program that is tasked with the responsibility of locating, acquiring and distributing federal surplus personal property to what is commonly referred to as "donees" consisting of state and local governments and eligible non-profit organizations. Property is acquired from various federal agencies and military installations nationally and worldwide. Property is "screened" directly for donees based upon their wants and needs, or it is brought into our warehouses on a speculative basis and displayed. Items normally available include office furniture, generators, vehicles, boats, power tools, food service equipment, construction materials, clothing, beds, medical equipment, paints and solvents, firefighting equipment, heavy equipment, etc.</p>	
PREVIOUS LEGISLATIVE ACTION:	
N/A	
FISCAL IMPACT:	
It is possible to receive surplus equipment for free, saving the City a great deal of money by participating in this program.	
SUPPORTING DOCUMENTS:	
Application information	
RECOMMENDATION:	
In order to complete the application the City Council must pass a resolution regarding the Federal Surplus Property Program. It is staff's recommendation that the Council pass a resolution to this effect.	
MOTION:	
To approve Resolution No. _____, a Resolution of the City of Cedar Hills, Utah, to participate in the Federal Surplus Property Program.	

Federal Surplus Property Program Application for Eligibility

I LEGAL NAME AND MAILING ADDRESS OF APPLICANT ORGANIZATION:

87-0351624 City of Cedar Hills, A Utah Municipal Corporation
Federal ID Number Name of Organization
Konrad J. Hildebrandt 801-785-9668 phone, 801-796-3543 fax
Name of Executive Director of Organization Telephone & Fax Number
Organization's Mailing Address (PO Box Number, Street, City, State, County & Zip Code)
3925 W Cedar Hills Drive, Cedar Hills UT 84062 (Utah County)
Donee's E-Mail Address kjhildebrandt@cedarhills.org Mailing Contact

II APPLICANT STATUS (CHECK ONE):

- Public Agency, including Public School (Evidence must be provided) Nonprofit, tax-exempt organization

III TYPE OR PURPOSE OF ORGANIZATION:

- | | | |
|---|--|--|
| <input type="checkbox"/> State | <input type="checkbox"/> Programs for Older Individuals | <input type="checkbox"/> Service Educational Activity: |
| <input type="checkbox"/> County | <input type="checkbox"/> Nursing Home | <input type="checkbox"/> Boy Scouts |
| <input checked="" type="checkbox"/> City | <input type="checkbox"/> Medical Institution | <input type="checkbox"/> Girl Scouts |
| <input type="checkbox"/> Township | <input type="checkbox"/> Hospital | <input type="checkbox"/> Little League |
| <input type="checkbox"/> Borough | <input type="checkbox"/> Health Care Center | <input type="checkbox"/> Young Marines |
| <input type="checkbox"/> Authority | <input type="checkbox"/> Clinic | <input type="checkbox"/> Child Care Center |
| <input type="checkbox"/> Police Dept. | <input type="checkbox"/> Sheltered Workshop | <input type="checkbox"/> Library |
| <input type="checkbox"/> Fire Co. | <input type="checkbox"/> Provider of Assistance to Homeless
Or Impoverished Individuals | <input type="checkbox"/> School for Handicapped |
| <input type="checkbox"/> Ambulance Serv. | <input type="checkbox"/> Radio/TV Station | <input type="checkbox"/> Small Business |
| <input type="checkbox"/> School District | <input type="checkbox"/> Museum | <input type="checkbox"/> Other : |
| <input type="checkbox"/> College University | <input type="checkbox"/> Vocational, Technical, or Trade School | |

IV PROVIDE A WRITTEN DESCRIPTION OF PROGRAMS OR SERVICES OFFERED, INCLUDING A DESCRIPTION OF FACILITIES OPERATED.

V SOURCE OF FUNDING: (Attach supporting documentation)

- Tax-Supported Grant Contributions Other (specify)

VI HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX-EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1954?

- Yes (copy required except for governmental units) No

VII IS THE ORGANIZATION APPROVED, ACCREDITED OR LICENSED?

- Yes (copy required) No

ACKNOWLEDGEMENTS

(A) THE DONEE CERTIFIES THAT:

- (1) It is a public agency or a nonprofit institution or organization exempt from taxation under Section 501 of the Internal Revenue Code of 1954 within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended and/or the regulations of the General Services Administration (GSA).
- (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit, tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals. The property is not being acquired for any other use or purpose, or for sale or other distribution, or for permanent use outside the State, except with prior written approval of the State agency.
- (3) Funds are available to pay all costs and charges incident to donation.
- (4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 304 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975.

(B) THE DONEE AGREES TO THE FOLLOWING CONDITIONS:

- (1) All items of property shall be placed in use for the purpose(s) for which acquired within 1 year of receipt and shall be continued in use for such purpose(s) for 1 year from the date the property was placed in use. In the event the property is not placed in use, or continued in use, the donee shall immediately notify the State Agency and, at the donee's expense, return such property to the State Agency or otherwise make the property available for transfer or other disposal by the State Agency, provided the property is still usable as determined by the State Agency.
- (2) Such special handling or use limitations as are imposed by GSA on any item(s) of property listed hereon.
- (3) In the event the property is not so used or handled as required by (B)(1) and (2), title and right to the possession of such property shall, at the option of GSA, revert to the United States of America, and, upon demand, the donee shall release such property to such person as GSA or its designee shall direct.

(C) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

- (1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of at least one year, and to be in accordance with the provisions of the State Plan of Operation.
- (3) In the event the property is not so used as required by (C)(1) and (2), and Federal restrictions (B)(1) and (2) and (G)(1) have expired, right to the possession of such property shall, at the option of the State Agency, revert to the State of Pennsylvania and donee shall release such property to such person as the State Agency shall direct.

(D) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

- (1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by this agreement remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber or otherwise dispose of such property, or remove it permanently for use outside the State without the prior approval of GSA under (B) and (1) or the State Agency under (C) and (1). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when GSA or by the State Agency authorizes such action, shall be remitted promptly by the donee to GSA or the State Agency, as the case may be.

(2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, encumbered, cannibalized or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by this agreement remain in effect, without the prior approval of GSA or the State Agency, the donee, at the

Option of GSA or the State Agency shall pay to GSA or the State Agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State Agency.

(3) If at any time from the date it receives the property through the period(s) of the time conditions imposed by this agreement remain in effect, any of the property listed hereon is not longer suitable, usable or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State Agency and shall, as directed by the State Agency, return the property to the State Agency, release the property to another donee or another State Agency, or to a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State Agency.

(4) The donee shall make reports to the State Agency on the use, condition and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the State Agency.

(5) At the option of the State Agency, the donee may abrogate the State conditions set forth in (C) and the State terms, reservations, restrictions and conditions pertinent therein in (D) by payment of an amount as determined by the State Agency.

(E) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

(1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions or claims of any nature arising from or incident to the donation of the property, its use or final disposition.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, GSA or the State Agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds of an amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

(F) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the additional special terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document or other agreement by the authorized donee representative.

(G) THE DONEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO TERMS WITH A UNIT ACQUISITION COST OF UNDER \$5000:

(1) As noted on the State Agency Distribution Document.

(H) ALL PROPERTY ACQUIRED THROUGH THE FEDERAL SURPLUS PROPERTY PROGRAM IS CONSIDERED FEDERAL FINANCIAL GRANT-IN-AID AND MAY REQUIRE COMPLIANCE UNDER THE SINGLE AUDIT ACT OF 1984 AND THE PROVISIONS OF OMB CIRCULAR A-133

*

I hereby agree to the terms, conditions and restrictions applied to obtaining property through this agency.

Signature of "DONEE'S" Chief Executive Officer (same as pg.# 5) * BLUE INK ONLY

Date:

DO NOT WRITE BELOW THIS SPACE

FEDERAL SURPLUS PROPERTY APPLICATION DETERMINATION

Application Approved: _____ Date: _____

Reason (s):

Application Denied : _____ Date: _____

MODIFIED 8/6/03-LRW

Signature of Director , BSSO: _____



**FEDERAL SURPLUS PROPERTY PROGRAM
APPLICATION – SECTION IV**

As a municipal corporation, The City of Cedar Hills serves a population over 10,500 and 2,444 households with city services including but not limited to the following:

Culinary water services: The City provides service connections to all residential and commercial entities within its municipal boundaries. The City complies with the State Department of Environmental Quality regulations and Division of Drinking Water standards.

Pressurized Irrigation services: In 2003, the City implemented a Pressurized Irrigation/Secondary system which is currently available to residential and commercial users.

Sanitary Sewer services: Cedar Hills City is a member of the Timpanogos Special Service District who provides outfall line maintenance and sewer processing.

Storm Drain services: The City currently has a storm drain system which is managed through the City's Storm Water Management Program, as required by the Environmental Protection Agency.

Parks and Trails services: Cedar Hills currently maintains five public parks and nearly four miles of paved trails throughout the City.

Golf and Recreational services: The City currently owns and operates an 18-hole, par 72 championship golf course. Additional recreation services include: soccer, baseball, flag football, tackle football, basketball, lacrosse, ski bus, and tot soccer.

Public Safety services: Cedar Hills is currently a member of the tri-city Lone Peak Public Safety District which provides fire and paramedic-level EMS services. Police services are provided by American Fork Police Department.

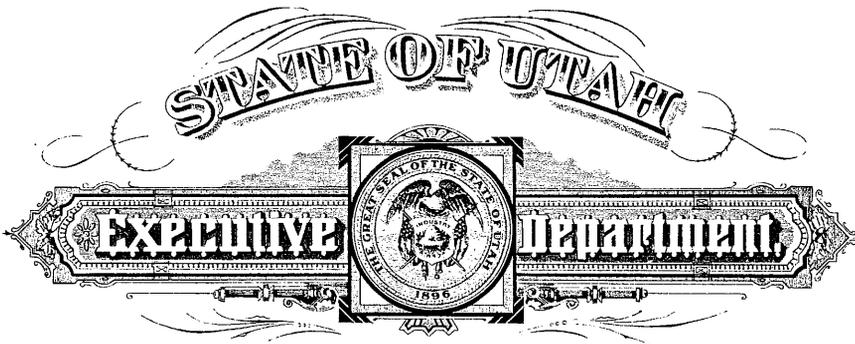
Currently our facilities include a 2300 square foot public safety building which houses full time fire and EMS personnel and 15 full time city personnel including City management and recording departments, City finance department, and City Building and Zoning departments.

An additional 11,000 square foot facility houses the public works and engineering department, the Recreation Programs department, additional administration and the Planning and IT departments.

Also a temporary 1,000 square foot facility houses the city's Golf Recreation services. A new 12,000 square foot facility for this function is currently under construction with an anticipated completion date of February 2012. The additional facility will provide augmented recreational services.

A total of 24 employees are currently on staff excluding fire and EMS services. Our hours of operation are 8:00 am to 5:00 pm Monday thru Friday.

Our current articles of incorporation and fee schedule included for your review.



OFFICE OF THE LIEUTENANT GOVERNOR/SECRETARY OF STATE

I, DAVID S. MONSON, LT. GOVERNOR/SECRETARY OF STATE OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a certified copy of the Articles of Incorporation of the town of CEDAR HILLS, together with certified copies of the papers filed in the office of the County Clerk of Utah County and signed by the Board of County Commissioners, relating to the matter of the incorporation of the town of CEDAR HILLS, complying with Sections 10-2-108 and 109, Utah Code Annotated, 1953, as amended, 1977.

NOW, THEREFORE, in compliance with the requirements of Section 10-2-108, notice is hereby given to all whom it may concern that all of the territory described in the attached Articles of Incorporation has been incorporated into a town under the name of "CEDAR HILLS" located in Utah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Utah at Salt Lake City, this 10th day of NOVEMBER, 1977.


Lt. Governor/Secretary of State

Authorized Person

ARTICLES OF INCORPORATION ¹⁹⁷⁷ NOV -7 AM 8:56
OF THE
TOWN OF CEDAR HILLS

Pursuant to provisions of the "Utah Municipal Code" the Town of Cedar Hills in Utah County, Utah, acting by its Mayor, states the following as its Articles of Incorporation:

1. The name of the municipality is the Town of Cedar Hills.
2. The geographical description of the Town of Cedar Hills is:
In Utah County, State of Utah:

Commencing at the East Quarter Corner of Section 6, Township 5 South Range 2 East, Salt Lake Base and Meridian; thence South 89°29'34" West 1497.56 feet; thence South 200.00 feet; thence South 88°20'39" West 1155.48 feet; thence North 200.00 feet, more or less, to the South line of the Northwest quarter of said Section; thence North 90°00'00" West 1000.00 feet, thence North 660.00 feet, thence North 90°00'00" East 930.00 feet; thence North 07°28'04" West 2022.29 feet more or less to the North line of said Section; thence North 89°58'36" East 900.00 feet; thence South 0°20'59" East 760.20 feet; thence South 57°59'00" East 913.45 feet; thence South 80°24'10" East 449.86 feet, thence South 58°53'52" East 434.35 feet; thence South 71°31'59" East 511.15 feet, thence South 0°22'10" East 257.34 feet, thence South 89°43'40" East 523.91 feet, thence South 08°34'30" East 663.64 feet, thence North 89°43'38" West 618.63 feet to the point of beginning.

[Corporate limits shall exclude any territory that has been legally annexed to another municipality]

3. The Town of Cedar Hills is a "town" as defined in Section 10-2-301, Utah Code Annotated, 1953, as amended, 1977, having a population of less than 800 inhabitants.

DATED this 31st day of October, 1977

TOWN OF CEDAR HILLS

By: S/ Robert D. Nipon
Mayor

STATE OF UTAH)
; ss
COUNTY OF UTAH)

S/ Robert D. Nipon, being first duly sworn upon oath, deposes and says: that I am the Mayor of Cedar Hills and the foregoing Articles of Incorporation of the Town of Cedar Hills are truthful and accurate to the best of my knowledge and information.

S/ Robert D. Nipon
Mayor

Subscribed and sworn to before me this 31st day of October, 1977

My commission Expires: Jan 1978 S/ Geraldine H. Wood -
Residing at: Alum Utah - Notary Public

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE

I, OLENE S. WALKER, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, DO HEREBY CERTIFY that the TOWN OF CEDAR HILLS has submitted a request to become a city of the Third Class, and in support of its request has submitted a copy of the U.S. Bureau of the Census Subcounty Population Estimates of 1990-1998, showing the population of the TOWN OF CEDAR HILLS to be 2,486.

Inasmuch as the TOWN OF CEDAR HILLS has attained a population in excess of 800 people, and in accordance with Section 10-2-302, Utah Code Annotated, 1953, as amended, I hereby certify that the TOWN OF CEDAR HILLS, located in Utah County, is now qualified to become, by gubernatorial proclamation, a Third Class City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Utah at Salt Lake City this 22th day of July, 1999

OLENE S. WALKER
Lieutenant Governor

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN APPLICATION FOR THE FEDERAL SURPLUS PROPERTY PROGRAM.

WHEREAS, the City Council of the City of Cedar Hills, Utah, desires to purchase surplus property from the Federal Government.

NOW THEREFORE, the City Council of the City of Cedar Hills, Utah, resolves to approve the application for the Federal Surplus Property Program as stated in the attached document.

PASSED AND APPROVED this 20th day of September, 2011.

Eric Richardson, Mayor

ATTEST:

Kim E. Holindrake, City Recorder



CITY OF CEDAR HILLS

TO: Mayor Richardson, City Council, and Staff
FROM: Kim E. Holindrake, City Recorder
DATE: September 14, 2011

City Council Memorandum

SUBJECT: Fee Schedule
APPLICANT PRESENTATION:
STAFF PRESENTATION: Kim E. Holindrake, City Recorder

BACKGROUND AND FINDINGS:

City staff proposes the following modifications to the City's Fees, Bonds, and Fines Schedule.

- Clarify the percentage charged for plan checks
- Add a fee for a local entity plat (annexation, boundary adjustment, disconnects) to be processed by the County. This is a pass through for the County review and record the plat.
- Add a bankruptcy deposit that would be collected following receipt of bankruptcy documentation.
- Amend the GRAMA Request fee to charge the lowest employee salary rate to process the request.

PREVIOUS LEGISLATIVE ACTION:

FISCAL IMPACT:

SUPPORTING DOCUMENTS:

- Proposed resolution

RECOMMENDATION

To adopt the proposed changes.

MOTION

To adopt Resolution No. _____, a resolution adding, amending, or deleting certain fees to the official fees, bonds, and fines schedule for the City of Cedar Hills, Utah.

RESOLUTION NO. _____

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

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

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

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

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

**Section 1
Adoption**

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

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

Fee Type	Current Fee	Amended/Added Fee
Commercial/Industrial Plan Check	Based on valuation	65% of building permit fee
Residential Plan Check	Based on valuation	53% of building permit fee
Residential Card File Plan Check		18% of building permit fee
Local Entity Plat – County Surveyor (annexation, boundary adjustment, disconnects, etc)		\$125
Bankruptcy Deposit – Customers filing bankruptcy will be given 30 days to pay the deposit.		\$300

GRAMA Request – Compiling, Formatting,
Manipulating, Packaging, Summarizing, or
Tailoring
Add: Search, Retrieval, Electronic, Interfacing
Services/Products

\$15 per hour
thereafter

Salary of lowest
paid employee with
the skills and
training to perform
the request.

Section 2 Update/Adjustment of Fees

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

Section 3 Severability

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

All resolutions or policies in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 20TH DAY OF SEPTEMBER, 2011.

Eric Richardson, Mayor

ATTEST:

Kim E. Holindrake, City Recorder



CITY OF CEDAR HILLS

TO: Mayor Richardson, City Council, and Staff
FROM: Kim E. Holindrake, City Recorder
DATE: September 15, 2011

**City Council
Memorandum**

SUBJECT: 2011 Primary Election Canvass
APPLICANT PRESENTATION:
STAFF PRESENTATION: Kim E. Holindrake, City Recorder

BACKGROUND AND FINDINGS:

The Municipal Primary Election was held on September 13, 2011. The City Council, acting as the Canvassing Board, is to review and approve the results. Please note that the election canvass is an audit of the election procedures and NOT a recount. Voters were able to vote for three Candidates for Council. The City received 24 provisional ballots, and 17 were verified and counted. The one remaining provisional ballot was not a registered voter in the State of Utah or did not sign the affidavit because they knew they were not registered.

Review the poll book, tally list, and statement of disposition of ballots for each precinct. These will be provided at the meeting.

1. The poll book contains the name of each person voting along with the ballot number.
2. The tally list should have five tally marks per box, except perhaps the last box, and the totals are extended correctly.
3. Check the Statement of Disposition of Ballots to see that all the ballots are accounted for.

The final Primary Election results are as follows. Those marked with a * will move on to the General Election on November 8.

**CITY OF CEDAR HILLS
PRIMARY ELECTION - SEPTEMBER 13, 2011
TOTAL VOTES CAST FOR ALL PRECINCTS**

COUNCIL	CH01	CH02	CH03	CH04	Provisional	Total
* Trent J. Augustus	220	117	117	57	12	523
* Ken Cromar	63	103	100	159	4	429
Curt Crosby	33	18	25	98	1	175
* Jerry W. Dearinger	48	127	103	184	4	466
* Gary Gygi	238	160	138	80	12	628
Angela C. C. Johnson	59	50	54	117	3	283
* Jenney Rees	183	100	99	47	10	439
* Paul Sorensen	90	58	62	130	2	342
Michael Stuy	34	71	34	44	2	185
VOTER TURNOUT CH01	1,446 registered	347 voted (includes provisional)			24%	

CH02	1,064 registered	280 voted (includes provisional)	26%
CH03	1,600 registered	251 voted (includes provisional)	16%
CH04	1,242 registered	314 voted (includes provisional)	25%
	Overall Percentage		23%

PREVIOUS LEGISLATIVE ACTION:

FISCAL IMPACT:

SUPPORTING DOCUMENTS:

RECOMMENDATION

To accept the election results for the 2011 Primary Election held on September 13, 2011.

MOTION

The City Council, acting as the Canvassing Board, accepts the election results for the 2011 Primary Election held on September 13, 2011.

Cedar Hills Initiative - Public Buildings

Petition

State Wide Petition No
Signatures Needed 518

Utah County

Type By County
Due 08/17/2011
Printed 08/18/2011

Packet	Unreadable	Not Registered	Bad Address	Not Matching	Other	Duplicate	Valid
1	Collector Verified: YES						
Utah	0	3	0	0	0	0	17
1 Totals	0	3	0	0	0	0	17
2	Collector Verified: YES						
Utah	0	1	0	0	0	0	19
2 Totals	0	1	0	0	0	0	19
3	Collector Verified: YES						
Utah	0	1	0	0	0	0	19
3 Totals	0	1	0	0	0	0	19
4	Collector Verified: YES						
Utah	0	2	0	0	1	0	15
4 Totals	0	2	0	0	1	0	15
5	Collector Verified: YES						
Utah	0	1	0	0	0	0	19
5 Totals	0	1	0	0	0	0	19
6	Collector Verified: YES						
Utah	0	0	0	0	0	0	19
6 Totals	0	0	0	0	0	0	19
7	Collector Verified: YES						
Utah	0	1	0	0	0	0	18
7 Totals	0	1	0	0	0	0	18
8	Collector Verified: YES						
Utah	0	0	0	0	0	0	4
8 Totals	0	0	0	0	0	0	4
9	Collector Verified: YES						
Utah	0	0	0	0	0	0	20
9 Totals	0	0	0	0	0	0	20
10	Collector Verified: YES						
Utah	0	0	0	0	0	0	20
10 Totals	0	0	0	0	0	0	20
11	Collector Verified: YES						
Utah	0	0	0	0	1	0	18
11 Totals	0	0	0	0	1	0	18
12	Collector Verified: YES						
Utah	0	0	0	0	4	0	15
12 Totals	0	0	0	0	4	0	15

Packet	Unreadable	Not Registered	Bad Address	Not Matching	Other	Duplicate	Valid
13	Collector Verified: YES						
Utah	0	3	0	0	0	0	17
13 Totals	0	3	0	0	0	0	17
14	Collector Verified: YES						
Utah	0	0	0	0	2	2	16
14 Totals	0	0	0	0	2	2	16
16	Collector Verified: YES						
Utah	0	0	0	2	0	0	18
16 Totals	0	0	0	2	0	0	18
17	Collector Verified: YES						
Utah	0	0	0	0	0	0	20
17 Totals	0	0	0	0	0	0	20
18	Collector Verified: YES						
Utah	0	0	0	1	0	0	19
18 Totals	0	0	0	1	0	0	19
19	Collector Verified: YES						
Utah	0	0	0	0	0	0	4
19 Totals	0	0	0	0	0	0	4
20	Collector Verified: YES						
Utah	0	1	0	0	1	0	18
20 Totals	0	1	0	0	1	0	18
21	Collector Verified: YES						
Utah	0	3	0	2	0	0	15
21 Totals	0	3	0	2	0	0	15
22	Collector Verified: YES						
Utah	0	0	0	0	0	0	20
22 Totals	0	0	0	0	0	0	20
23	Collector Verified: YES						
Utah	0	1	0	0	1	0	18
23 Totals	0	1	0	0	1	0	18
24	Collector Verified: YES						
Utah	0	0	0	0	0	0	20
24 Totals	0	0	0	0	0	0	20
25	Collector Verified: YES						
Utah	0	0	0	0	1	0	19
25 Totals	0	0	0	0	1	0	19
26	Collector Verified: YES						
Utah	0	0	0	0	1	0	18
26 Totals	0	0	0	0	1	0	18
27	Collector Verified: YES						

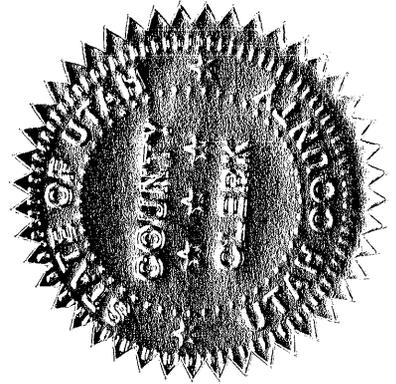
Packet	Unreadable	Not Registered	Bad Address	Not Matching	Other	Duplicate	Valid
Report Totals	0	30	0	5	26	4	590

Total Signatures 655

I, Bryan E. Thompson, Utah County Clerk, state of Utah, certify that the above listed petitions for the Cedar Hills Initiative - Public Buildings contain 590 persons registered to vote.

Signed Bryan E Thompson

Date Aug 18, 2011





CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Konrad Hildebrandt, City Manager
DATE:	9/20/2011

Konrad City Council
Agenda Item

SUBJECT:	Amendment – employment agreement
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Konrad Hildebrandt, City Manager
BACKGROUND AND FINDINGS: Per the fact that previous City Council action has caused amendments to the City Manager’s employment agreement. However, this action has not formally happened in a public meeting. This amended agreement includes various City Council recommended and enacted changes that have occurred over the past several years.	
PREVIOUS LEGISLATIVE ACTION: NONE	
FISCAL IMPACT: To be determined	
SUPPORTING DOCUMENTS: Employment Agreement enclosed	
RECOMMENDATION: Staff recommends that the City Council approve enclosed employment agreement	
MOTION: The City Council, by motion, authorizes the Mayor to sign the amended Employment Agreement	

Employment Agreement

THIS AGREEMENT, is made and entered into this _____ day of _____, 2011, by and between the City of Cedar Hills, Utah, (the "City") and Konrad Hildebrandt ("Employee") both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Employee as City Manager of the City; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of the employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the service of Employee, and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and (3) to provide a just means for terminating Employee's services at such time that the City may desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as City Manager of the City of Cedar Hills, Utah.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties.

City hereby agrees to employ Employee as City Manager of the City of Cedar Hills, Utah to perform the functions and duties specified by the City Council, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2. Term.

- A. Employee serves at the pleasure of the City Council and nothing herein shall be taken to imply or suggest a term of office or guaranteed tenure, subject only to the provisions of City Ordinances and as set forth in this Agreement.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City. Employee agrees to give thirty (30) days advance notice of resignation by delivering written notice of such intended resignation to the Mayor.
- C. Employee agrees to remain in the exclusive employ of the City, while employed by the City. The term "employed", however, shall not be construed to include

occasional teaching, writing, speaking, consulting or other business involvement on Employee's time off, even if outside compensation is provided for such services, and such activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City of Cedar Hills, Utah.

- C. This Agreement shall become effective immediately upon approval and shall be in force until such time as modified by mutual consent of the parties or unless terminated as hereinafter provided.

Section 3. Termination and Severance Pay

- A. Employer reserves the right to terminate the Employee at any time, for any reason or for no specific reason. In the event that the Employee is terminated, severance pay shall be allowed Employee, pursuant to the policy set forth below.

Severance pay shall be paid as follows:

- (i.) Severance pay shall be paid in an amount equal to ~~three (3)~~ **nine (9)** months annual salary based on the Employee's current salary rate at the time of termination. ~~After one year, Employee's severance shall increase to six (6) months annual salary.~~
 - (ii) Severance pay shall include those benefits existing at the time of termination, said benefits to continue for the entire severance period (i.e., **three nine** months); and,
 - (iii) Severance pay shall be paid as a lump sum payment within thirty (30) days of termination.
 - (iv) If the employee is terminated with cause (i.e. for malfeasance in office, violation of City ordinances or policies, or violations of any local, state, or federal law), Employer shall not be obligated to pay severance.
- B. In the event that City at any time reduces the salary, compensation, or any other benefits of the Employee in a greater percentage than the applicable across-the-board reduction for all employees of the City; or in the event the City refuses to comply with any other provision benefitting Employee as provided by this Agreement; or the Employee resigns following a suggestion, whether formal or informal, by the City Council (or individual members) that he resign, Employee may, at his option, be deemed to be terminated, as provided herein.
- C. Termination will be deemed to occur if Employee is unable to perform duties of City Manager as attested to by medical doctor of City's choosing and Employee is eligible for long term disability benefits.
- D. The terms of this contract shall remain in full force and effect and holds over until employment is terminated by the City or Employee or a new contract has been negotiated and entered into by the City and Employee.

E. The parties agree that following termination of Employee's employment or upon voluntary resignation, certain responsibilities to the City may continue to exist, such as, assistance with transition to a new administration, completion of work in progress and pending litigation. The parties agree that during the period of time for which severance benefits are being paid, employee shall assist with such pending matters to such extent as needed and requested by the City, not to exceed ten (10) hours per month at mutually agreeable times, without additional compensation and with reimbursement of actual, necessary expenses. The parties further agree that if additional services are needed during a time period in which no severance is being paid, Employee shall be compensated at either his last base salary (calculated hourly) or his base salary existing at the time services are requested (calculated and paid hourly), at Employee's option with reimbursement of actual expenses.

Section 4. Compensation.

City agrees to pay Employee for his services rendered pursuant hereto an annual base salary range of \$6,989.94 (minimum 80%) \$8,737.42 (midpoint 100%) \$10,484.90 (maximum 120%), currently at 107% or as amended in the future, payable based on performance and position in the range at the same time as other employees of the City are paid, for the effective period of this Agreement, and for each year thereafter until and unless modified as provided herein. Salary adjustments shall be subject to annual inflationary adjustments, as well as performance adjustments if deemed necessary by the Mayor and/or City Council. Inflationary adjustments, based on the Salt Lake C.P.I., will begin on July 1, 2002 and occur every July thereafter. Employee shall also receive an additional \$100 per month for miscellaneous pay.

Section 5. Retirement Benefits.

Employee shall be covered and governed by the same State of Utah Public Employees Retirement Systems (PERS) provisions as all other non-civil service employees and all applicable Social Security provisions; except that Employee's share of PERS contributions over the State of Utah amount shall be paid by the City into the ICMA-RC. PERS salary shall be based on base salary. Notwithstanding that the retirement contribution is based on the PERS contribution for other employees, the contribution shall not be less than 14%.

Section 6. Manager Vehicle

The City agrees to provide Employee with a City-owned vehicle of the Employee's choosing, up to a maximum value of \$45,000 for use during employment. The vehicle shall be replaced following the city's existing vehicle replacement policy. Furthermore, the City agrees to insure the vehicle for business as well as personal use of the Employee and allow the Employee full, unrestricted use for business and personal reasons.

Section 7. Other Benefits.

All provisions, rules and regulations of the City relating to fringe benefits and working

conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to all other full-time employees of the City, in addition to the benefits provided in this Agreement. Provided that, to the extent that seniority affects any benefits (including but not limited to, earned vacation leave and sick leave) such benefits shall be calculated and granted in accordance with City provisions using an equivalent original employment date of February 1, 1997. The City shall provide a starting vacation balance of 7 days or 56 hours. Additionally, the City shall pay 100% of the premiums for health and dental insurance for the Employee and his family under the City's insurance plans. The City of Cedar Hills shall provide 13 days annual administrative leave. Administrative leave is not annually accruable nor is it vacation leave. It is not the intent that employee shall take an hour of administrative leave for every hour worked over 40 hours. Rather, employee is expected to work over 40 hours whenever necessary with administrative leave being taken only on an occasional basis.

Section 8. Performance Evaluation/Annual Contract.

The City Council shall review and evaluate the performance of Employee on or around February 1 of each year in accordance with performance standards established by the City Council. Employee shall provide the City Council with a self-evaluation by January 15 of each year and the City Council shall complete its evaluation of Employee by February 1 of the same year. Percentage salary adjustments shall be based on positive performance appraisals.

Section 9. Professional Development.

City agrees to budget for and to pay for professional dues and subscriptions, reasonable travel and subsistence expenses incurred or used by Employee for participation in one national and one state association, and participation in one national and one state conference annually, as well as any local short courses or seminars that are necessary for his professional development and for the good of the City.

Section 10. Indemnification.

City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager, whether or not Employee is still employed by the City. City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11. Other Terms and Conditions of Employment

The City Council, in consultation with Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City Ordinances, Utah law, or other law.

Section 12. General Provisions.

The text herein shall constitute a binding agreement between the parties.

This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee

This agreement shall become effective upon adoption and approval by the City Council of the City of Cedar Hills, Utah, and as amended in the future by direction given by the Mayor.

If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

This Agreement replaces all previous contracts, employment agreements or understandings between City and Employee.

IN WITNESS WHEREOF, the City of Cedar Hills, Utah has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Recorder, and Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

Eric Richardson, Mayor
City of Cedar Hills, Utah

ATTEST:

Kim E. Holindrake, City Recorder

(City Seal)

Konrad Hildebrandt, City Manager