

**CITY COUNCIL MEETING**  
**Tuesday, December 6, 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 their Regular City Council Meeting on Tuesday, December 6, 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)

**CONSENT AGENDA**

3. Minutes from the November 15, 2011, Regular City Council Meeting
4. Minutes from the November 22, 2011, Special City Council Meeting

**SCHEDULED ITEMS**

5. Review/Action on the Expenditure of CARE Tax Revenue
6. Review/Action on an Interlocal Agreement for the Dissolution of the Manila Water Company
7. Review/Action on an Amended Interlocal Agreement for the Lone Peak Public Safety District
8. Discussion Regarding Amendments to the City Code 10-6A, Planned Commercial Development Projects, and the Guidelines for the Design and Review of Planned Commercial Development Projects
9. Discussion Regarding Assisted Living Group Homes
10. Review/Action on an Ordinance Setting the Time and Place of City Council Meetings for 2012
11. Review/Action on Board/Committee Appointments – Planning Commission and Board of Adjustment
12. Discussion Regarding the Construction of a Civic Center and Splash Pad
13. City Manager Report and Discussion

**MAYOR AND COUNCIL REPORTS**

14. Board and Committee Reports

**EXECUTIVE SESSION**

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

**ADJOURNMENT**

17. Adjourn

Posted this 1st day of December, 2011.

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Kim E. Holindrake, City Recorder

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

Date: November 30, 2012

RE: CARE Tax allocation for Cedar Hills Community Recreation Center

With the opening of the Recreation and Events Center, we would like to offer a variety of classes, which will be designed to provide fun recreation and to allow residents to develop new skills. Many of these classes can be offered immediately upon the opening of the building, other classes depend upon completion of the basement.

Recreation classes to begin in March/April 2012

- Karate - Participants will be able to learn basic blocks, kicks, and strikes. Wall mirrors, floor mats, and kicking shields will be needed for this class.
- Ballet, Dance, Aerobics, Cheer - The mats and mirrors could also be used for a children's dance class, cheer class, and gymnastics class. The dance class will introduce students to ballet, tap, and creative movement. This class will not require more equipment than the wall mirrors and floor mats. The cheer class will also only require the mirrors and mats. This class will teach participants cheers, jumps, formations, and technique, while improving their coordination and flexibility. For gymnastics, we would like to purchase hula hoops, a balance beam, a trapezoid foam vaulting box, and a mini spring board. Having these items will allow children to learn a wider range of gymnastic techniques.
- Zumba, Yoga – Participants can come and work out to a fast paced Latin inspired dance workout or learn relaxation techniques through yoga. A basic sound system for the instructor to call out commands and play music is required. Also, Because the instructor has their back to the participants, they need a set of mirrors that allows them to observe the class. Purchasing fitness balls, hand weights, aerobic steps, resistance tubes, and yoga mats will allow us to offer Yoga, Zumba, Pilates, conditioning and toning, and aerobic classes. We will be able to offer classes that are designed for all levels and will provide high and low cardiovascular activity.
- Other non-recreational classes could include various lessons or activities such as Scouts, chess, guitar, photography, and computer classes. In these cases, the equipment necessary would need to be provided by the instructors.

Long term needs/ideas

- As classes become more popular, the option of expanding into the unfinished basement area could provide numerous opportunities to serve the needs and wants of those looking for fitness opportunities. Stationary bikes for spin classes, treadmills and elliptical for working out or rehabilitation, and free weights could all be included in the unfinished portion of the basement. Also, a room dedicated to dance or gymnastics could provide unique opportunities for classes in our recreation center.

## Fitness Equipment

	Price for One	Amount Needed	Total
Exercise Ball (55cm)	\$ 17.99	20	\$ 359.80
Resistance Tubes	light-9.69, med-10.49, heavy-12.99	20- 6 light, 8 med, 6 heavy	\$ 220.00
Hand Weights	\$ 949.99 (set of 95, 1-10 lbs)	1	\$ 949.99
Aerobic Steps	\$ 104.99	20	\$ 2,099.80
Stationary Spinning Cycles			
Revolution Club Cycle	\$ 714.99	20	\$ 14,292.00
Velocity Indoor Bike	\$ 919.99	20	\$ 18,399.80
Elliptical			
light commercial	\$ 2,349.99	5	\$ 11,749.95
Treadmill			
light commercial	\$ 2,349.99	5	\$ 11,749.95

## Class Equipment

Yoga Mats	\$ 15.49	20	\$ 309.80
72" x 100" Mirror	\$ 299.00	3	\$ 897.00
Kicking Shields	\$ 68.84	3	\$ 206.52
Floor Mats			
2" Bonded Foam (Fasteners on all 4 sides)	\$ 379.99	4	\$ 1,519.96
Flex Roll 6' x 42' x 1 3/8"	\$ 919.99	(1 Set of 7)	\$ 5,999.99
Alvas Free Standing Ballet Bars	\$ 449.99	4	\$ 1,799.96
Hula Hoops	\$ 38.99	20	\$ 779.80
Flourescent Spots/Markers	\$ 26.99/dzn	2	\$ 53.98
12' Carpeted Practice Balance Beam	\$ 339.99	1	\$ 339.99
Trapezoid Foam Vaulting Box	\$ 1,199.99	1	\$ 1,199.99
Bronco Mini Board	\$ 439.99	1	\$ 439.99
<b>Total of Bolded Items:</b>			<b>\$ 17,176.57</b>
<b>Total:</b>			<b>\$ 73,368.27</b>

\*Bold indicates required for classes to begin in April 2012



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Konrad Hildebrandt, City Manager
<b>DATE:</b>	12/6/2011

## City Council Agenda Item

<b>SUBJECT:</b>	Interlocal Agreement for the Dissolution of the Manila Water Company
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Konrad Hildebrandt
<b>BACKGROUND AND FINDINGS:</b> Since the inception of Cedar Hills, Utah, there has been a small portion of our residents that have been water serviced through the Manila Water Company. This Company has been completely operated by the City of Pleasant Grove, Utah, but maintained a separate board of directors and company. This interlocal agreement is the final step in the overall dissolution of the Manila Water Company. Starting January 1, 2012, all Cedar Hills residents will be serviced through the city services.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> NONE	
<b>FISCAL IMPACT:</b> tbd	
<b>SUPPORTING DOCUMENTS:</b> Interlocal Agreement enclosed	
<b>RECOMMENDATION:</b> Staff recommends that the City Council, by motion, approve the interlocal agreement for the dissolution of the Manila Water Company.	
<b>MOTION:</b> The City Council, by motion, approve the interlocal agreement for the dissolution of the Manila Water Company and stating terms and processes with the City of Pleasant Grove for dissolution redistribution of assets.	

**INTERLOCAL COOPERATION AGREEMENT BETWEEN PLEASANT GROVE CITY  
AND CEDAR HILLS REGARDING THE DISSOLUTION OF THE MANILA WATER  
COMPANY ALLOCATING ASSETS AND RESPONSIBILITIES FOR THE REMAINING  
INFRASTRUCTURE**

This is an Interlocal Cooperation Agreement, (“Agreement”) made and entered into by and between PLEASANT GROVE CITY, a political subdivision of the State of Utah, hereinafter referred to as PLEASANT GROVE, and CEDAR HILLS, a political subdivision of the State of Utah, hereinafter referred to as CEDAR HILLS (each a “Party” and together the “Parties”).

**RECITALS**

**WHEREAS**, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953, as amended) (the “Act”), permits local governmental units including cities, and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and are authorized to enter into written agreements with one another for joint or cooperative action; and

**WHEREAS**, Section 212 of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended empowers public agencies like CEDAR HILLS and PLEASANT GROVE to contract with each other; and,

**WHEREAS**, the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

**WHEREAS**, Manila Water Company is a private water company providing culinary water services to citizens in both municipalities; and

**WHEREAS**, Manila Water Company desires to cease operation as a private water company; and

**WHEREAS**, Pleasant Grove and Cedar Hills desire to continue to provide water service to their respective citizens utilizing the existing infrastructure; and

**WHEREAS**, the Parties are committed to promoting the health and welfare and enhancing the quality of life for their citizens including the operation, and maintenance of a culinary water system; and

**WHEREAS**, such Agreement will avoid duplication of services and provide for the common general health, safety and welfare of the parties’ respective citizens; and

**WHEREAS**, PLEASANT GROVE and CEDAR HILLS, through their respective governing bodies, have voluntarily determined that the interest and welfare of the public within their respective jurisdictions will be best served by this Agreement; and

**WHEREAS**, the governing bodies or officers of PLEASANT GROVE and CEDAR HILLS are vested with the authority to approve this Agreement and have done so;

**NOW, THEREFORE**, be it mutually covenanted and agreed as follows, each of the Parties accepting as consideration for this Agreement the mutual promises and agreements of the other and acknowledging the sufficiency thereof:

## **PURPOSE**

The purpose of this Agreement is to allocate the remaining cash assets and infrastructure from the dissolution of the Manila Water Company between the two cities and to provide for an orderly transfer of responsibility for the continued provision of culinary water service to the respective citizens of each Party.

## **ARTICLE I**

### **DEFINITIONS AND INTERPRETATIONS**

The terms defined in this section, for all purposes of this Interlocal Cooperative Agreement and any amendments hereto, shall have the meanings herein set forth:

#### **Section 1.1 Definitions.**

- (a) “Act” shall mean the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953, as amended).
- (b) “Interlocal Cooperative Agreement” or “this Agreement” shall mean this Interlocal Cooperative Agreement and any amendments and supplements hereto.

**Section 1.2. Interpretations.** This Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (a) Definitions include both singular and plural;
- (b) Pronouns include both singular and plural and cover both genders; and
- (c) The captions or heading of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article, or section of this Agreement.

## ARTICLE II

### TERMS

#### Section 2. Cash Assets

- (a) Cash assets will be used to make necessary changes to the water system to allow each city to have an independent system and complete to each City's comparable service system. (including up to the turn key meters)
- (a) After the systems are made independent, Pleasant Grove City will be reimbursed for additional costs incurred while maintaining the Manila Water System up to the amount of ONE HUNDRED THIRTY FOUR THOUSAND AND TWENTY TWO DOLLARS (\$134,022).
- (b) Any balance left over will be split per number of users on the system
  - (i) Pleasant Grove 92.7%
  - (ii.) Cedar Hills 7.3%

#### Section 3. Infrastructure

- (a) The infrastructure will be split according to the map and list of infrastructure that is attached hereto as Exhibit "A" and incorporated herein by reference.
- (b) The water tank will go to Pleasant Grove City per the Interim Operation and Management Agreement with Manila Water Company dated January 7, 1997.
- (c) Under the same formula used to split the cash assets, Pleasant Grove City will compensate Cedar Hills for their portion of the wells so that they can be in the sole ownership of Pleasant Grove. Estimated value of wells is \$149,259. Pleasant Grove will pay Cedar Hills for 7.3% of that value.  $\$149,259 \times .073 = \$10,895$ .
- (d) After the infrastructure split, it will be recognized that each city will have a minimal number of residents from the other hooked onto their system. Each city will bill their own residents regardless of which system they are hooked onto. Each city will also maintain each water line that they own even if it is not in their city boundaries. The other City shall reasonably cooperate with any required repairs/maintenance/replacements/or improvements of the other City's utilities within their City boundaries.
- (e) If a resident is hooked onto the neighboring city's system, the cities will assist each other if water service needs to be shut-off due to lack of payment.
- (f) Fire flows in the area can come from either system regardless of who is fighting the fire, which system the hydrant is on, and what city's residents are being protected.

(g) Mutual connections will exist in the respective systems to assist each other with emergency service if needed.

**Section 4. Water Rights**

Each city will capture the ground and surface water right associated with the each property that is in the boundaries of their respective cities.

**Section 5. Water Rates**

Both cities agree that water rates for former Manila Water Company users will stay the same until January 1, 2012. At that time the cities will be able to change the rates at their discretion.

**ARTICLE III**

**Section 6. Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;
- (c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- (d) The Chair of the Committee is hereby designated as the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and

**Section 7. Notice of Default, Corrective Action, Termination.**

The failure of either Party to comply with any term or condition of this Agreement shall constitute a breach of this Agreement. Either Party shall have thirty (30) days after receipt of written notice from the other of any breach to cure the conditions specified in the notice, or if the corrections cannot be made within the thirty (30)-day period, within a reasonable time if corrective action is commenced within ten (10) days after the receipt of the notice. If the defaulting Party fails to cure within the appropriate period, the non-defaulting Party may terminate this Agreement.

**Section 8. Governing Law**

All questions and disputes with respect to the interpretation or construction of this Agreement and all rights and liabilities of the Parties hereto shall be governed by the laws of the State of Utah.

**Section 9. Mediation**

Before taking legal action to enforce this Agreement, Parties must make good faith efforts to resolve any dispute in mediation. If Parties are unable to resolve their dispute in mediation, either Party may bring legal action to enforce this Agreement.

**Section 10. Costs of Enforcement; Jurisdiction**

If either Party takes legal action to enforce this Agreement for breach of any covenant or provision contained herein, the Party found in default shall pay the other Party's reasonable attorney's fees, and all costs associated with enforcement of the Agreement, including on any appeal. Any litigation that may arise with respect to this Agreement shall be brought in the Fourth Judicial District Court in Utah County if in state court, or in the United States Federal District Court for the District of Utah if in federal court.

**Section 11. Notice**

(a) Service Failure or Other Emergency

In the event of a service failure or other emergency, PLEASANT GROVE shall notify CEDAR HILLS by telephone and follow up in writing at:

Tel: 801  
Fax: (801)

CEDAR HILLS shall notify PLEASANT GROVE of a service failure or other emergency by telephone and follow up in writing to:

J. Scott Darrington, City Administrator  
70 South 100 East  
Pleasant Grove, UT 84062  
801-785-5045  
Fax: 801-785-8925

(b) Other Notice

Any other written notice which may or must be given relating to this Agreement shall be sufficient if hand delivered, mailed by registered or certified mail in the United States mail, or sent through a recognized overnight delivery service that maintains records of delivery addressed to the Party's representative identified in Section 11(a) or at such

other address as a Party may specify in a notice which complies with this paragraph. Written notice shall be deemed given when it is received.

**Section 12. Indemnification, Limitation of Liability, Disclaimer of Warranties.**

Each Party agrees to indemnify and save harmless the other for damages, claims, suits and actions arising out of its own actions or omissions or the acts or omissions of its officers, agents, or employees in connection with this Agreement. It is expressly agreed between the Parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Utah Code Ann. § 63G-7-604 and that this provision is not a waiver of the Governmental Immunity Act by either Party. The obligation to indemnify pursuant to this provision shall survive the termination of this Agreement.

**Section 13. Uncontrollable Events.**

Either Party shall be excused from performing their obligations under this Agreement if they are rendered partially or wholly unable to perform because of events that occur that are beyond their control that, despite the exercise of due diligence, they could not prevent or overcome. The non-performing Party shall give written notice to the other Party of the occurrence of the event beyond their control within one (1) week of the event and shall make commercially reasonable efforts to remedy their inability to perform. The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the uncontrollable event.

**Section 14. General Provisions.**

- (a) **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- (b) **Entire Agreement.** This Agreement contains the entire agreement between the Parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the Parties to it.
- (c) **Amendments.** This Agreement may be modified only by a writing signed by the Parties in interest at the time of the modification.
- (d) **Assignment.** PLEASANT GROVE may not pledge or assign this Agreement without the prior written consent of CEDAR HILLS which consent shall not be unreasonably withheld. CEDAR HILLS, may not assign this Agreement without PLEASANT GROVE's consent which consent shall not be unreasonably withheld.
- (e) **Binding Effect.** This Agreement shall bind the Parties and their lawful successors and assigns.
- (f) **Captions.** The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any parts of this Agreement.

- (g) **Time.** Time is of the essence of each term, provision, and covenant of this Agreement.
- (h) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- (i) **No Third Party Beneficiaries.** The terms of this Agreement shall not be construed to benefit anyone other than the Parties or their lawful successors or assigns.
- (j) **No Waiver.** The failure of either Party to enforce any obligation required of the other Party under this Agreement shall not waive or affect the right of the waiving Party to enforce any obligation of a Party in the future.
- (k) **Gender and Number.** The singular number include the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership, or other legal entity when the context so requires. The word “person” means person or persons or other entity or entities or any combination of persons and entities.

**IN WITNESS WHEREOF**, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**PLEASANT GROVE CITY:**

\_\_\_\_\_  
Bruce W. Call, Mayor

ATTEST:

By: \_\_\_\_\_

Kathy T. Kresser,  
City Recorder

APPROVED AS TO FORM:

By: \_\_\_\_\_

Attorney for City

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CEDAR HILLS

\_\_\_\_\_  
Mayor

ATTEST:

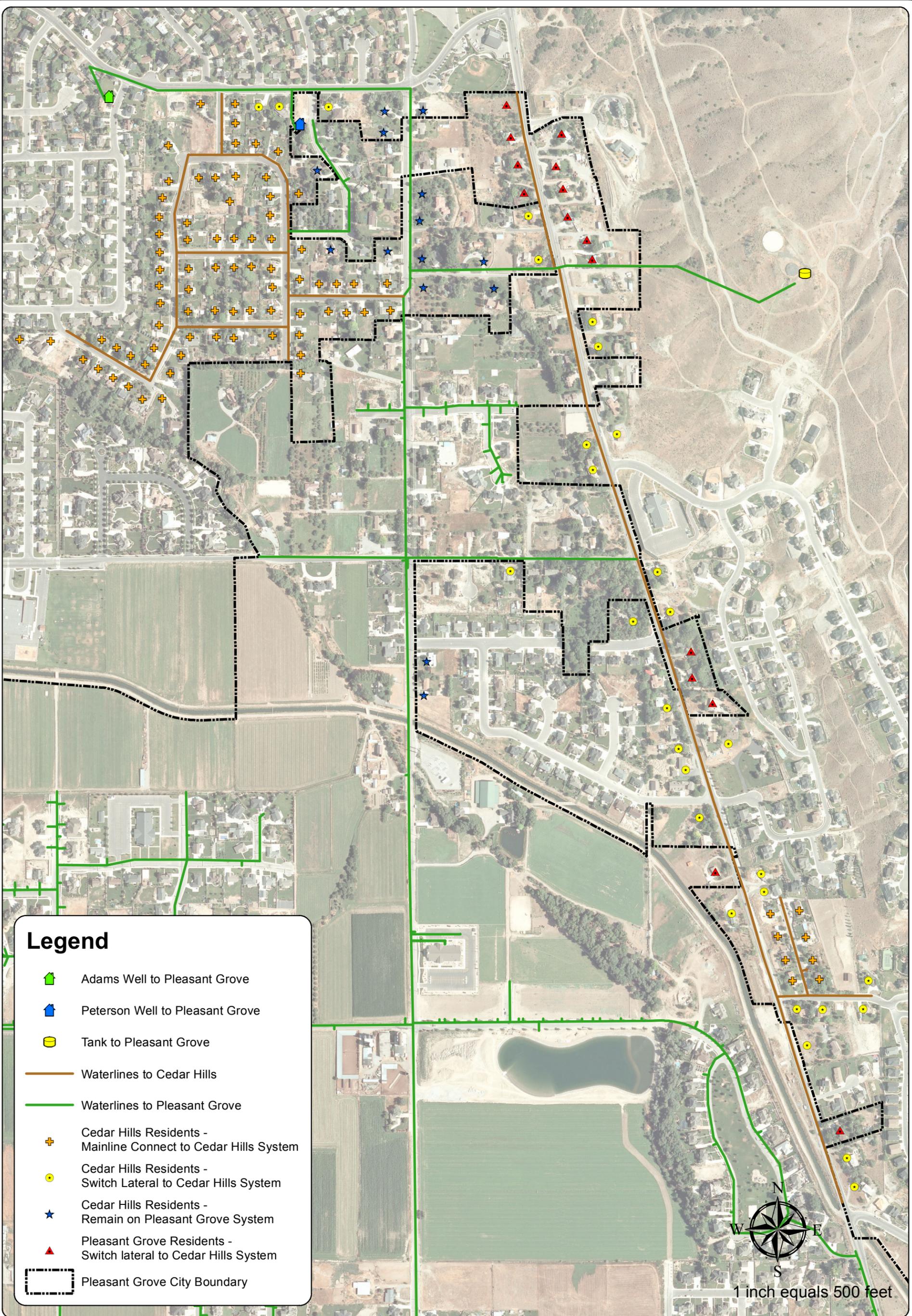
By: \_\_\_\_\_

City Recorder

APPROVED AS TO FORM:

By: \_\_\_\_\_

Attorney for City



**Legend**

-  Adams Well to Pleasant Grove
-  Peterson Well to Pleasant Grove
-  Tank to Pleasant Grove
-  Waterlines to Cedar Hills
-  Waterlines to Pleasant Grove
-  Cedar Hills Residents - Mainline Connect to Cedar Hills System
-  Cedar Hills Residents - Switch Lateral to Cedar Hills System
-  Cedar Hills Residents - Remain on Pleasant Grove System
-  Pleasant Grove Residents - Switch lateral to Cedar Hills System
-  Pleasant Grove City Boundary



**HORROCKS**  
ENGINEERS

2162 West Grove Parkway, Suite #400  
Pleasant Grove, UT (801) 763-5100

**Manila Culinary Water Company  
Disconnect Project**



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Konrad Hildebrandt, City Manager <i>Konrad</i>
<b>DATE:</b>	12/6/2011

City Council  
**Agenda Item**

<b>SUBJECT:</b>	Amendment – Lone Peak Public Safety District Interlocal
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Konrad Hildebrandt
<b>BACKGROUND AND FINDINGS:</b> The City Council has previously discussed this LPPSD amendment and ensuing additional costs to the City of Cedar Hills, Utah. The amended agreement also includes changing the representation ratio on the Board to 3 members for Highland and 2 members each for Alpine and CH. This amended agreement has been previously, unanimously approved by the LPPSD Board, which includes CC member Jim Perry.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> NONE	
<b>FISCAL IMPACT:</b> \$122,000 first year and then TBD	
<b>SUPPORTING DOCUMENTS:</b> Interlocal Agreement enclosed	
<b>RECOMMENDATION:</b> Staff recommends that the City Council, by motion, review and approve the LPPSD Amended Interlocal Agreement	
<b>MOTION:</b> The City Council, by motion, approve the amended interlocal agreement for the LPPSD.	

**AMENDED  
INTERLOCAL AGREEMENT**

This Agreement amending that certain interlocal agreement first entered into January 1996 and amended January 1999 and January, 2000 under the authority granted Utah municipalities to join together for their mutual interest by the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann., 1953, as amended. The parties to this Agreement are Alpine City, the City of Highland, and the Town of Cedar Hills, all municipal corporations of the State of Utah.

**RECITALS**

WHEREAS, circumstances of geography, population and financing make it desirable for the parties to this Agreement to join together to provide police, ambulance, fire and emergency medical protection to the populace of their respective jurisdictions; and

WHEREAS, circumstances have arisen whereby it is desirable to replace the original Interlocal Agreement and all subsequent amendments with anew Interlocal Agreement:

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

**AGREEMENT**

**1. Creation of District.** By authority of section 11-13-~~5.5203~~ of the Utah Code Ann., 1953, as amended, there is hereby created a separate legal entity to be known as "The Lone Peak Public Safety District," hereinafter "District." This District shall have all power and authority allowed by law, except as restricted by this Agreement or by subsequent Agreement of the parties hereto, to take all necessary and lawful acts for the purpose of providing police, ambulance, fire protection and emergency medical care for the residents of the District. In addition the District shall have the following powers listed for the purpose of identification and not for the purpose of limitation:

- a. The District may own, acquire, construct, operate, maintain, repair, and act as one having rights of ownership of all necessary real and personal property.
- b. The District may borrow money, incur indebtedness and issue revenue bonds or notes for the purpose for which it was created. Any indebtedness created shall be that solely of the District and not of the parties to this Agreement unless any party should make specific agreement to guarantee or assume any obligation of the District. Any indebtedness created must be approved by a super majority of the governing board to this Agreement.
- c. The District may assign, pledge, or otherwise convey as security for the payment of any bonded indebtedness any revenues and receipts from fees or services or other sources of revenue generated by the District. Such assignment or pledge must be approved by a super majority by the governing board.

- d. The District may sell or contract for the sale of its services to private persons or entities or to public agencies, including the federal government.
- e. The District may establish a personnel system based on merit with such exceptions for certain management positions as may be established by the governing board.
- f. The District may adopt District policies and procedures governing the operation of the District including, but not limited to, ambulance, police, fire fighting, operations policies, governing and management policies, personnel policies, budget policies and such other policies and procedures which may be required for efficient operation of the District.
- g. The District and its employees shall have all power conferred by law upon the parties to enforce all statutes, rules and regulations pertaining to the purposes for which the District is created.
- h. The District may contract with any person or entity for the provisions of services or materials in compliance with contracting and purchasing policies established by the governing board, including legal and accounting services.
- i. The District may sue and be sued in its own name and shall claim such privileges and immunities to which it may be entitled as a political subdivision of the State of Utah from liability as allowed by Title 63G, Chapter 7 of the Utah Code.
- j. The District shall purchase insurance in amounts either required by law or required by the governing board to provide protection for its operations including, but not limited to, comprehensive general liability insurance and worker's compensation insurance.
- k. To exercise the right of eminent domain [but only if approved by a vote of two thirds of the Governing Board.](#)

**2. Governing Board.** There is hereby created a Governing Board for the District to be known as the Board of Public Safety Commissioners (hereinafter referred to as “the Board” or “Governing Board”). The Board shall act by majority vote to govern and control operations of the District. The Board is empowered to adopt bylaws for its own conduct of business and to adopt all necessary policies and procedures for the operation of the District, provided however, all acts of the Board must be approved by a majority vote of the Board members, except where a two thirds vote is required by this Agreement.

No employee of the District is eligible to serve as a member of the Governing Board during the term of employment with the District.

The Board shall be made up of seven members. Two members shall be appointed by and from Alpine City; two members shall be appointed by and from Cedar Hills City, and three

members shall be appointed by and from Highland City.

The two members from Alpine City may vote on all matters that may come before the Board. The two members from Cedar Hills City shall vote only on matters concerning fire, ambulance or emergency medical services (“EMS”), and administration matters regarding the same. Two of the three members from Highland City may vote on all matters and a third appointed member from Highland shall only vote on fire, ambulance or EMS, and administration matters concerning the same.

If Cedar Hills City decides to participate in the police services provided by the District, its appointed board members shall then be permitted to vote on all matters that may come before the Board.

The Board members appointed by each of the parties must be a currently serving elected or appointed officer of the City making the appointment.

The term of each Board Member shall be the shorter of four years from the date of appointment or when the Board Member leaves elected or appointed office held with the represented city. A Board Member may be reappointed to multiple terms as a Board Member if otherwise eligible.

Any party may designate by formal resolution an alternate representative to the regular representative on the Board of Commissioners. Such alternate may vote only in the absence of the regular representatives for which the alternative appointment has been made. Unless a regular board member is absent, an alternate board member shall have no more right to participate in board meetings and deliberations than would a member of the general public. Alternate board members must also be an elected or appointed officer of the city represented by the alternate.

Meetings of the Governing Board shall be called from time to time as the Board determines appropriate and shall comply with the Utah Open and Public Meetings Act.

The Board shall, annually, elect one of the members of the Board to act as chair. The chair may vote on any matter considered without restriction as would any other District Board Member.

**3. Management Committee.** The Management Committee shall consist of the City Administrators of Cedar Hills, Highland and Alpine. The City Administrators of the full service cities shall rotate annually at the beginning the fiscal year as Executive Directors and assistant executive directors of the Public Safety District. A full service city is a city is a member that receives all services of the District. The Management Committee shall be responsible for budget preparation, administering revenues and preparing reports. The Management Committees shall be responsible for managing the purchasing system as approved by the Board. The Management Committee shall administer the personnel system as approved by the Board. The Management Committee shall administer the PSD financial system. The Management Committee responsibilities shall be as follows:

Executive Director

- Duties:
- To approve expenditures
  - To keep management Committee informed
  - To keep the Board Informed
  - To keep Management Committee informed
  - To perform evaluations of direct reports with the consent of the Management Committee
  - To represent the district with outside agencies
  - To provide day to day oversight of Department Heads and Board administrative staff
  - To develop policy for Management Committee review and Board action
  - To insure compliance with Board policy
  - To insure that all personnel actions meet legal and procedural requirements.
  - To sign payroll and warrants
  - To attend Board meetings

Assistant PSD Executive Director

- To act when the Executive Director is absent
- To countersign payroll and warrants
- To attend PSD Board meetings
- To attend Management Committee meetings
- To review agenda
- To review personnel actions and evaluations

Executive Committee Member

- To attend PSD Board meetings
- To attend Management Committee meetings
- To review personnel actions and evaluations

Administrative Assistant to the Management Committee

- To manage all administrative clerical functions
- To maintain record of Board meetings
- To maintain all administrative personnel and Compensation records
- To oversee all employee benefits
- To counter sign payroll and warrants

**3. District Chiefs.** The Department Heads of the District shall be the District's ambulance, police and fire chiefs or as the Board directs The District chiefs shall not be merit employees and shall have principal responsibility for the day-to day operations of the District. The District chiefs may be assisted by such employees as are determined appropriate by the governing Board. The District chiefs shall serve at the pleasure of the governing Board and may be removed with or without cause by a majority vote of the governing Board. The responsibilities and duties of the chiefs shall be determined by the Governing Board. The Chiefs shall report to the Executive

Director and the Management Committee. An organizational chart of the District is attached as Exhibit A.

**4. Funding.** The fiscal year of the District shall be from July 1, of each year through June 30 of the following year. A proposed tentative budget shall be prepared annually by the Management Committee under the direction of the Governing Board. The proposed tentative District budget shall include ~~two-three~~ distinct budget funds-- one fund for fire protection, ambulance and emergency medical services, one for administration, (“EMS”) and a separate budget fund for police protective services. The Board shall cause the tentative annual budget to be presented to the governing body of each of the parties to this Agreement, allowing reasonable time for consideration by the governing bodies of the proposed budget. After such reasonable time for consideration and after receiving the recommendations and advice from the governing bodies of the parties, a final budget shall be approved by majority vote of the members of the Board. The approved final budget shall constitute the agreed budget for the next fiscal year for purpose of determining the annual financial participation of the parties.

The District may be funded by any lawful means approved by the Board of Commissioners. Such funding may include, but is not limited to, the obtaining of grants, indebtedness, fees, and participation by the parties to this Agreement of direct funding according to the formulae stated below.

That portion of the annual budget of the District for fire protection services and ambulance or emergency medical services (“EMS”) fund which is not funded by other sources of revenue shall be funded by direct assessment and payment from the parties to this Agreement and shall be calculated as follows. Ten percent (10%) of the annual fire, ambulance and EMS budget fund shall be assessed equally among the participating cities; this 10% shall be known as the “base rate.” Fifty percent (50%) of the remaining annual fire, ambulance and EMS budget fund (45% of the total annual fire, ambulance and EMS budget) shall be assessed proportionally based on the respective populations of the participating cities. Each city’s proportionate share of this assessment shall be equal to that city’s proportionate share of the population of the District. The population numbers shall be determined by the most recent official census or the census estimates of the United States Census Bureau. If a needed population estimate is not available from the United States Census Bureau then a population estimate shall be obtained from the State of Utah’s Population Estimates Committee. The remaining fifty percent (50%) of the proposed annual fire, ambulance and EMS budget fund (the other 45% of the total) shall be assessed to each member city based on the ratio between the number of Equivalent Residential Units (ERUs) within each city and the District. This assessment shall be calculated by determining the number of ERUs within the boundaries of the District and within each member city. Each member city’s assessments shall be equal to the percent of the District’s ERUs contained within that city. An ERU is defined as follows:

- (i) Each residential unit, including apartments or accessory apartments;
- (ii) Each 10,000 square foot of retail space; and
- (iii) Each 10,000 square foot portion of any other non residential structure, excluding buildings accessory to residential units.

That portion of the annual budget fund of the District for administration and police protection services which is funded by direct payment from the parties to this Agreement shall be calculated based on the population of the participating entity receiving police protective services. Each entity receiving police protective services will be assessed a pro rata portion of the annual police protective services budget fund to be funded by direct payment based on the percent of the population that entity has of the total population of the District entities that are receiving police protective services. The population numbers shall be determined by the most recent official census or the census estimates of the United States Census Bureau. If a needed population estimate is not available from the United States Census Bureau then a population estimate shall be obtained from the State of Utah's Population Estimates Committee. In all cases each entity shall pay for their dispatch services incurred in their municipality.

Once the stated calculations have been made, and a final budget has been adopted by the District, each participating entity will be assessed its portion of the annual budget to be funded by direct payment. This funding formula shall not become effective until the fiscal year beginning July 1, 2012. Other funding alternatives or allocation methods may be adopted upon a unanimous vote of the members of the Board entitled to vote on that budget issue.

Every five years, the relative proportion of contribution of the parties shall be evaluated and if proportionate share of the annual budget for any city has increased —by more than twenty percent (20%), the number of representatives on the Board for each party may also be changed based on consent by all of the parties.

**5. Scope of services.** The District may provide all public safety services including police, fire, ambulance, emergency medical services, may enforce hazardous material rules and regulations, and shall provide services within a geographical jurisdiction of the parties to this Agreement as requested and agreed to by the governing body of the parties to this agreement. The District may also provide services outside of the jurisdiction of the parties of this Agreement pursuant to mutual aid or reciprocal support agreements with other jurisdictions and to such other jurisdictions as may contract for the purchase of services from the District.

This Agreement is intended to constitute the provision of services required of cities and counties under Titles 10 and 17 of the Utah Code. This Agreement is intended to create a mechanism whereby general public safety protection, emergency medical care services, fire prevention programs, and hazardous material regulation enforcement may be provided to the citizens of the District generally and is not intended to create a specific benefit or obligation to provide services with respect to any one person or legal entity.

**6. Buildings.** No building shall be constructed, renovated, or leased for use by the District without prior approval of the Board. The parties hereto understand and agree that they may not bind the District or encumber the District's budget by constructing new buildings, renovating existing buildings, or leasing buildings to be used by the District without providing terms and conditions to the Board for prior approval. The District shall not be obligated to make payments on a lease without prior approval by the Board and signature by its authorized representative.

**7. Term of Agreement.** This Agreement shall be in continuous force for fifty years from

effective date. Any party may terminate its participation in this Agreement as of July 1 of any year provided that notice of intent to withdraw has been given in writing to the other parties at least twelve months prior to the time of withdrawal. The obligation of the District to provide services to a withdrawing jurisdiction terminates at the time the withdrawal is effective.

**8. Effective Date.** ~~This Amended Agreement District provided for herein shall become effective and replace the existing Agreement a legal entity and exist for all legal and operational purposes on the later of the 1st day of July 1996 or when when all three parties have approved and executed the Amended Agreement. the last party has executed the Agreement plus 10 days.~~

**9. Transition Provisions.** The Interlocal Agreement, dated January 1, 1996 and all subsequent amendments thereto, are superseded by this Agreement and shall be of no further force and effect as of the time this Agreement takes effect.

**10. Distribution on Termination or Withdrawal.** The District's Executive Director shall, upon any agreement of the parties to terminate this Agreement and dissolve the District, prepare an inventory of all real and personal property of the District. Distribution on dissolution shall be made in kind or in cash as the Board may determine. The value of the distribution of assets and liabilities to each party upon dissolution of the District shall be determined by calculating the value of all contributions of each party to the District, beginning with the year 1996 and continuing through the year of dissolution. A calculation shall then be made of the percentage of contribution each party has made to the sum of the contributions of all parties for the period of calculation. The calculated percentages shall then be applied to the total value of the assets or liabilities to be distributed and each party shall take their corresponding percentage. Assets which may be directly traced and attributed to funds obtained from sources other than the parties to this Agreement as of the time of dissolution shall also be distributed based on the percentage of contribution.

If a city withdraws from the District and the District is not dissolved, any distribution of assets to the withdrawing party shall only be as negotiated with the remaining parties to the District. The parties agree to negotiate in good faith to try and determine fair and reasonable terms and conditions for the distribution of District assets to the withdrawing party. If the parties to this agreement cannot agree on a negotiated distribution of assets to the withdrawing party, the parties hereto agree to mediate the matter. If the dispute is not resolved in mediation, then the parties may take the matter to court.

**11. District Expansion.** . Other municipalities may become a party to this Agreement only upon written application to and approval by the governing bodies of the members of the District, who may determine the terms and conditions of admission to the District of any applicant.

WHEREFORE, the parties hereby represent that an appropriate resolution has been passed by their respective jurisdiction and that the undersigned are authorized to hereby bind each party to this Agreement.

Signed and dated this \_\_\_\_ day of \_\_\_\_\_ 2011

ATTEST:

CEDAR HILLS

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

By: \_\_\_\_\_  
MAYOR

Approved as to form:

\_\_\_\_\_  
City Attorney

Signed and dated this \_\_\_\_ day of \_\_\_\_\_ 2011

ATTEST:

ALPINE CITY

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

By: \_\_\_\_\_  
MAYOR

Approved as to form:

\_\_\_\_\_  
City Attorney

Signed and dated this \_\_\_\_ day of \_\_\_\_\_ 2011

ATTEST:

CITY OF HIGHLAND

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

By: \_\_\_\_\_  
MAYOR

Approved as to form:

\_\_\_\_\_  
City Attorney



# CITY OF CEDAR HILLS

<b>TO:</b>	Planning Commission
<b>FROM:</b>	Greg Robinson, Assistant City Manager
<b>DATE:</b>	11/17/2011

## Planning Commission Agenda Item

<b>SUBJECT:</b>	Review/Action Regarding City Code 10-6A, Planned Commercial Development Projects, and the Guidelines for the Design and Review of Planned Commercial Development Projects
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Greg Robinson, Assistant City Manager
<b>BACKGROUND AND FINDINGS:</b> <p>City Council has asked that the Planning Commission review city code regarding temporary food vendors (i.e. shaved ice shacks) and to determine the need to change current code in order to allow these types of establishments.</p> <p>The Planning Commission, after reviewing information regarding this item and looking at what other cities have done in this area, recommend the changes shown in the attachment. This will affect all temporary use requests in the commercial zone including: shaved ice and other food vendors, fireworks stands, farmers markets, Christmas tree lots, etc. This ordinance will also allow vendors to locate their structures on undeveloped ground, when the proper conditions are met.</p>	
<b>PREVIOUS LEGISLATIVE ACTION:</b> <p>7-28-2011: Planning Commission recommended no change to current ordinance. 8-25-2011: Planning Commission tabled and asked staff to further research how other cities handle temporary food sales on undeveloped property. 10-27-2011: Planning Commission reviewed a proposed ordinance and asked that changes be made and returned for the November meeting.</p>	
<b>FISCAL IMPACT:</b> <p>Small amount of tax revenue. Site inspection and administration costs</p>	
<b>SUPPORTING DOCUMENTS:</b> <p>Proposed Temporary Use Ordinance</p>	
<b>RECOMMENDATION:</b> <p>Review the recommended ordinance and direct staff to make any necessary changes. Staff recommends adding a fee and bond for these uses. Staff would also recommend adding this to either 10-4E: SC-1 Shopping Center Zone.</p>	
<b>MOTION:</b> <p>To continue this item to the January 3, 2012 City Council Meeting... ...and direct staff to make the following changes</p>	

## Temporary Uses

1. **Temporary Uses Intent:** This section is enacted to accommodate certain uses which are temporary or seasonal in nature. No person shall construct or use a temporary site or building without first obtaining approval as set forth in this section.
2. Temporary uses may include, but are not limited to, the following: carnivals, circuses, firework stands, Christmas tree lots, shaved ice stands, farmer's markets, retreats, or political rallies. All temporary uses must comply with the conditions of this section.
3. The application for a temporary use permit shall be made by the property owner, lessee, contract purchaser, official, department, board or bureau of any government. If the property owner has not signed the application, a contract purchaser or lessee must file a copy of the contract or some form of written statement which indicates the endorsement of the application by the property owner. Said agreement shall address the question of use of restroom facilities by employees, responsibility for maintenance, and restoration of the site upon termination of the use. A copy of the proposed agreement shall be part of the application.
4. **Temporary Uses Application Process:** Application for a temporary use permit shall be made to the Zoning Administrator a minimum of thirty (30) calendar days prior to the scheduled event or temporary use is to take place. The Zoning Administrator shall evaluate the impact of each temporary site and will assure that the site plan is compatible with the zone in which it is to be located. The Zoning Administrator may require additional information deemed necessary to understand the application.
5. The application for the temporary use shall include the following details along with a full site plan:
  - a. Shows location of structure;
  - b. Dimensions to all property boundaries and structures;
  - c. Shows proposed parking locations and traffic flow patterns;
  - d. Shows vehicular ingress and egress locations;
  - e. Location of restroom facilities;
  - f. Provides details on the exterior facade (materials, colors, etc.);
  - g. Signage plan to comply with existing city ordinance 10-5-26;
  - h. Include date, hours of operation and anticipated average daily traffic (i.e. number of vehicles and number of patrons);
  - i. Land owner agreement with owner of temporary structure; and
  - j. Restoration plan of site upon termination of the temporary use.
6. Those temporary uses which meet the following criteria in the opinion of the Zoning Administrator may be approved subject to the appropriate conditions. The criteria are as follows:
  - a. The use and/or structure complies with all applicable codes and ordinances, and has obtained the appropriate federal, state and/or county permits where applicable;
  - b. The use and/or structure does not interfere with pedestrian access ways, fire lanes, driveways, landscaped areas, or traffic visibility at driveways or street intersections;
  - c. The use and/or structures are compatible with surrounding land uses; and
  - d. The use and/or structures have adequate parking on the property to serve any existing permanent use and the temporary use.
7. Application for a temporary use permit shall be reviewed by the Zoning Administrator who shall approve, conditionally approve, or disapprove such application.
8. An application for a temporary use shall only be approved if the Zoning Administrator finds that it meets the requirements herein.

9. **Temporary Use Approval:** Approval may be made subject to further conditions deemed necessary to assure that all adverse impacts to the surrounding properties are minimized to the fullest extent possible. Conditions may include additional off-street parking, on-site landscaping, or any other physical improvements. Other conditions to be considered may include, but are not be limited to, the following:
  - a. Conformity between the request and the general objectives of the General Plan, City ordinances, and the particular zone in which the request is located;
  - b. Whether or not the request may be injurious to potential development in the vicinity;
  - c. Present and future requirements for transportation, traffic, water, sewer, and other utilities;
  - d. Aesthetic impact of the proposed use on the neighborhood;
  - e. Impact of the proposed use on health, safety and welfare of the City and persons owning property in the area;
  - f. The anticipated parking, dust control measures, and lighting needs for the site;
  - g. Regulation of site ingress and egress;
  - h. no indoor seating of patrons;
  - i. Assurance of compliance with building, fire, electrical and all other appropriate codes;
  - j. Written evidence from the County Health Department that the use will meet all health code requirements;
  - k. No motor vehicle, mobile home, shipping container, or trailer *from which sales are transacted or product is displayed* shall be accessible for the public to enter therein;
  - l. The location, size and height of buildings, structures, walls and fences, and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or adversely impair the value thereof; and
  - m. Such other conditions deemed necessary to carry out the intent and purpose of this section.
10. The city shall notify the applicant of the decision in writing and shall state any conditions for approval or reasons for denial on said letter. Once a temporary use has been approved, however, the use shall not be enlarged, extended, changed, increased in intensity, or relocated unless an application is made for a new or revised temporary site plan.
11. **Appeals:** Upon receiving notification of the decision, the applicant, any citizen or any party in interest, aggrieved by the decision may file with the city a written notice of appeal to the City Manager or designee within seven (7) calendar days of the decision. Upon appeal, all material in the matter shall be filed by the city with the City Council. The Council may then review the case and based upon the information, uphold the action of the staff, remand the matter back to staff with instructions for further review or overturn the action of the staff. The Council's decision shall be limited to whether or not the proposed use meets the criteria set forth in this section.
12. **Temporary Uses Additional Permit Required:** The temporary use regulation of this Section does not exempt the applicant or operator from any other required permits, such as business licenses or health department permits.
13. **Temporary Uses Permit Duration:** All temporary use permit approvals shall be made subject to a time limit as set forth by the city. In no event shall a temporary use permit be granted for longer than six (6) months. Upon expiration of the time limit set forth at the time of approval, any continuation of the use shall require the submittal and approval of a new application.
14. Temporary uses shall be allowed for no more than a maximum thirty (30) day duration during any one (1) calendar year. With the following exceptions:

- a. Fast food huts for the retail sale of food items such as shaved ice, snow cones, hot dogs, tacos, soft drinks, and farmers' markets shall be permitted from May 1<sup>st</sup> to September 30<sup>th</sup>
  - b. Christmas tree lots shall be permitted from November 15<sup>th</sup> to December 31<sup>st</sup>
15. Upon cessation of the use or expiration of the permit, whichever occurs first, the premises will be promptly cleaned and restored to substantially the same condition existing prior to commencement of such use.
16. **Design Standards:** No temporary use structure shall exceed a total foot print of one-hundred twenty (120) square feet. The total height of the temporary structure shall not exceed a total height of ten (10) feet as measured from the highest point of the structure to the grade directly below the structure. The zoning administrator shall provide a written exception on a case by case basis to both the square footage requirement and the height requirement if the zoning administrator deems that the temporary structure will not have any undue detrimental effects on adjacent property or create blight within the city. Special consideration will be given to neighboring properties, traffic flow, light, and safety.
17. All structures shall not be permanently affixed to the ground but should be temporarily affixed to the ground with no less than four (4) points and as approved by the zoning administrator.
18. For each temporary use structure there must be provided, at a minimum, of one (1) off street parking stall per sixteen (16) square feet of the temporary use footprint. All parking shall meet the off-street parking standards as set forth in city ordinances and as specified by the zoning administrator.
19. Parking surface shall be provided on a gravel (or suitable alternative) surface rather than an asphalt or concrete parking surface. The parking size shall be adequate to meet the requirements as set forth above.
20. **Temporary Uses Revocation of Permit:** A temporary use permit shall be denied if the zoning administrator determines that the public health, safety or welfare would be impaired, or if the applicant has not adequately addressed all requirements associated with the proposed use.
21. The applicant shall remove within fourteen (14) days of the expiration of the approval, any structure or materials used for the temporary site such as tents, poles, display bins, etc. The applicant shall restore the site to the approved original site plan. If no original site plan exists, the applicant shall restore the site to its original condition. If deemed appropriate by the Zoning Administrator, The landowner of the parcel shall provide a cash bond for the restoration of the site of said use to its original condition, including cleanup, replacement of facilities, and removal of any structures.
22. **Temporary Uses Fees:** In order to offset a portion of the costs incurred by the City in processing temporary use permits, the applicant shall be charged a fee, as shown in the City of Cedar Hills Fee Schedule, at the time of application submittal.



# CITY OF CEDAR HILLS

<b>TO:</b>	Planning Commission
<b>FROM:</b>	Greg Robinson, Assistant City Manager
<b>DATE:</b>	11/17/2011

## Planning Commission Agenda Item

<b>SUBJECT:</b>	Recommendation Regarding Residential Assisted Living Facilities
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Greg Robinson, Assistant City Manager
<b>BACKGROUND AND FINDINGS:</b> <p>The Planning Commission and staff are recommending the following ordinance. The Utah State Department of Human Services and the Utah State Health Department currently regulates these types of facilities, and any facility of this type would have to meet federal, state and local requirements. The Planning Commission and staff recommend that since this area is already being regulated by the State that the City focuses on the requirements dealing with the location, size, parking and resident population.</p> <p>The ordinance is very similar to the Orem City ordinance for Assisted Living Facilities with some minor changes. The areas that may need special attention and discussion are highlighted in red.</p>	
<b>PREVIOUS LEGISLATIVE ACTION:</b> N/A	
<b>FISCAL IMPACT:</b> Additional unplanned load on Cedar Hills infrastructure	
<b>SUPPORTING DOCUMENTS:</b> Assisted living facility draft ordinance	
<b>RECOMMENDATION:</b> Because of the increased demand on the City infrastructure for this use that was not anticipated staff recommends an additional impact fee being added to the fee schedule based on the additional use.	
<b>MOTION:</b> To continue this item to the January 3, 2012 City Council Meeting... ... and direct staff to make the following changes.	

*Title 10 Chapter 2: Definitions*

**Assisted Living Facility** shall mean a facility licensed by the State of Utah that provides a combination of housing and personalized health care to its residents and is designed to respond to the individual needs of those who require help with the activities of daily living such as meal preparation, personal grooming, housekeeping, medication, etc. Care is provided in a professionally managed group living environment in a way that promotes maximum independence for each resident.

**Assisted Living Facility for Elderly Persons** shall mean an assisted living facility occupied exclusively by persons 60 years of age or older and paid professional staff members.

*Title 10 Chapter 5: Supplementary Development*

**Assisted Living Facility for Elderly Persons.**

Upon application to the Building and Zoning Department, the Chief Building Official shall grant a permit for the establishment of an assisted living facility for elderly persons in a residential zone if the applicant meets the following requirements:

1. The facility conforms to all applicable standards and requirements of the Utah State Department of Human Services and the owner/operator has obtained all licenses required by the State to operate such a facility.
2. The facility conforms to all State and local building, safety, health, and zoning requirements applicable to similar structures.
3. The facility is operated for the primary purpose of providing a living arrangement for elderly persons in a group home setting.
4. The facility is occupied only by individuals 60 years of age or older and paid, professional staff members. Occupancy by any staff member shall only be allowed if such occupancy is primarily for the purpose of serving the elderly persons and not primarily a benefit of employment to the staff member. The facility shall not house more than **eight elderly persons**;
5. **Applicant may exceed eight (8) but no more than sixteen (16) residents if approved by the zoning official and applicable state agencies. To exceed eight (8) residents will require 150 square feet of personal room space per individual or 200 square feet, with adequate finished common space to accommodate residents.**
6. Residency in the facility shall be on a strictly voluntary basis and not a part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility. An assisted living facility for elderly persons shall not include any persons referred by the Utah State Department of Corrections or any court.
7. The facility will not likely create a fundamental change in the character of the residential neighborhood in which it is proposed to be located.
8. No individual who has impairment due to addiction of any controlled substance or alcohol and currently uses such controlled substance or alcohol will be a resident.
9. The facility shall not be made available to or occupied by any individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.
10. At **least three off-street parking stalls** are provided to serve the needs of residents, visitors, and staff members. **Additional parking may be required based on the number of residents occupying the facility, the reasonably anticipated number of visitors and the number of staff members who will be serving the residents.**
11. An assisted living facility for elderly persons located in an existing residential dwelling shall be capable of use as an assisted living facility for elderly persons without structural or landscaping alterations that would change the structure's residential character. Any new structure

constructed for use as an assisted living facility for elderly persons shall be of a size, scale, and design that is in harmony with other residential uses in the vicinity.

12. The facility is not located closer than 1320 feet (1/4 mile) to any other residential facility for elderly persons or residential facility for disabled persons, as measured in a straight line between the closest property lines of the lots on which they are located.
13. No person convicted of the illegal manufacture or distribution of a controlled substance shall be an occupant in a residential facility for disabled persons.
14. The applicant for a permit provides sufficient documentation and other evidence reasonably required by the City to establish compliance with all of the above criteria.

Any permit issued pursuant to this Section shall be nontransferable and shall terminate if the structure is devoted to a use other than an assisted living facility for elderly persons or the structure fails to comply with all building, safety, health, and zoning requirements of the Cedar Hills City Code applicable to similar structures. Violation of the requirements listed above shall be grounds for terminating the permit and the owner/operator shall thereafter be required to discontinue the use of the premises as an assisted living facility for elderly persons.



# CITY OF CEDAR HILLS

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**TO:** Mayor Richardson, City Council, and Staff  
**FROM:** Kim E. Holindrake, City Recorder  
**DATE:** November 29, 2011

## City Council Memorandum

**SUBJECT:** Setting the Time and Place of City Council Meetings for 2012  
**APPLICANT PRESENTATION:**  
**STAFF PRESENTATION:** Konrad Hildebrandt, City Manager

### **BACKGROUND AND FINDINGS:**

According to UCA 10-3-502, the City is required to set by ordinance the time and place for holding its regular council meetings, which shall be held at least once each month. Also according to UCA 52-4-202, the City is required to adopt and give notice of its annual meeting schedule for council meetings. Following appropriate procedures and noticing, special meetings may be called at any time during the year.

Please review the attached schedule, which retains council meetings on the first and third Tuesday of each month with the exception of April, July, November, and December because of conferences or holidays. Note, there are no municipal elections scheduled in 2012.

### **PREVIOUS LEGISLATIVE ACTION:**

### **FISCAL IMPACT:**

### **SUPPORTING DOCUMENTS:**

- Proposed ordinance and 2012 meeting schedule

### **RECOMMENDATION**

To approve the proposed 2012 City Council meeting schedule.

### **MOTION**

To adopt Ordinance No. \_\_\_\_\_, an ordinance setting the time and place of the regular meetings of the City Council of the City of Cedar Hills, Utah.

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

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

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

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

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

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

The regular meetings of the City Council of the City of Cedar Hills for the year 2012 shall be held according to the attached schedule, commencing at 7:00 p.m. The location of said council meetings shall be the Cedar Hills Public Safety Building at 3925 W Cedar Hills Drive, Cedar Hills, Utah.

**SECTION II  
CONFLICTING ORDINANCES REPEALED**

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

**SECTION III  
EFFECTIVE DATE**

This ordinance shall take effect upon its passage and posting.

**PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 6TH DAY OF DECEMBER, 2011.**

APPROVED:

ATTEST:

\_\_\_\_\_  
Eric Richardson, Mayor

\_\_\_\_\_  
Kim E. Holindrake, City Recorder

**CITY OF CEDAR HILLS  
PUBLIC NOTICE OF REGULAR MEETINGS  
FOR THE CITY COUNCIL  
2012**

Pursuant to Utah Code Annotated, Section 52-4-202, the City of Cedar Hills, Utah, hereby gives notice that the City Council will hold its regular council meetings on Tuesdays according to the following schedule beginning at 7:00 p.m. at the Cedar Hills Public Safety Building, 3925 W Cedar Hills Drive, Cedar Hills, Utah.

<u>JANUARY</u>	3 and 17	7:00 p.m.
<u>FEBRUARY</u>	7 and 21	7:00 p.m.
<u>MARCH</u>	6 and 20	7:00 p.m.
<u>APRIL</u>	3 (conferences)	7:00 p.m.
<u>MAY</u>	1 and 15	7:00 p.m.
<u>JUNE</u>	5 and 19	7:00 p.m.
<u>JULY</u>	10 (holiday schedule)	7:00 p.m.
<u>AUGUST</u>	7 and 21	7:00 p.m.
<u>SEPTEMBER</u>	4 and 18	7:00 p.m.
<u>OCTOBER</u>	2 and 16	7:00 p.m.
<u>NOVEMBER</u>	6 (holiday schedule)	7:00 p.m.
<u>DECEMBER</u>	4 (holiday schedule)	7:00 p.m.

Dated this 15th day of December, 2011.

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Kim E. Holindrake, City Recorder



# CITY OF CEDAR HILLS

**TO:** Mayor Richardson, City Council, and Staff  
**FROM:** Kim E. Holindrake, City Recorder  
**DATE:** November 30, 2011

## City Council Memorandum

**SUBJECT:** Board and Committee Appointments  
**APPLICANT PRESENTATION:**  
**STAFF PRESENTATION:** Mayor Richardson

Mayor Richardson will make his appointments at the meeting. Note that any positions not filled by a current member or by application will be noticed in the city newsletter requesting applications. Then Mayor Richardson will review those applications and make his recommendation at a later meeting.

### PLANNING COMMISSION

**BACKGROUND AND FINDINGS:**

Donald Steele and Gary Maxwell have terms ending December 31, 2011.

**RECOMMENDATION:**

**MOTION:**

To affirm Mayor Richardson's appointment of \_\_\_\_\_ and \_\_\_\_\_ to a three-year term on the Planning Commission beginning January 1, 2012, with a term ending December 31, 2014.

### PLANNING COMMISSION - ALTERNATES

**BACKGROUND AND FINDINGS:**

Daniel Zappala (1<sup>st</sup> Alternate) and Trent Augustus (2<sup>nd</sup> Alternate) have been serving on the Planning Commission. Alternates serve for one year. Trent Augustus will begin serving as a City Councilmember beginning in January.

**RECOMMENDATION:**

**MOTION:**

To affirm Mayor Richardson's appointment of \_\_\_\_\_ as first alternate to the Planning Commission.

### BOARD OF ADJUSTMENT

**BACKGROUND AND FINDINGS:**

Carl Volden moved from the City a few months ago, which created a vacancy with a term ending December 31, 2015. A vacancy was noticed in the City newsletter requesting applications from interested residents. One application was received from Richard Hancock. Norman Walker's term ends December 31, 2011.

**RECOMMENDATION:**

**MOTION:**

To affirm Mayor Richardson's appointment of \_\_\_\_\_ to fill the vacancy on the Board of Adjustment with a term ending December 31, 2015. Also to appoint \_\_\_\_\_ to a five-year term on the Board of Adjustment beginning January 1, 2012, with a term ending December 31, 2016.



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Konrad Hildebrandt, City Manager
<b>DATE:</b>	12/6/2011

## City Council Agenda Item

<b>SUBJECT:</b>	Discussion – FY 2012 Capital Projects
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Konrad Hildebrandt
<b>BACKGROUND AND FINDINGS:</b> Councilmember Jackman has requested to discuss the FY 2012 Capital Projects approved in this year's budget – specifically the Civic Center and the Splash Pad	
<b>PREVIOUS LEGISLATIVE ACTION:</b> NONE	
<b>FISCAL IMPACT:</b> none	
<b>SUPPORTING DOCUMENTS:</b> None	
<b>RECOMMENDATION:</b> None	
<b>MOTION:</b> TBD	