

CITY COUNCIL MEETING AND PUBLIC HEARINGS
Tuesday, March 20, 2012 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 public hearings in connection with their Regular City Council Meeting on Tuesday, March 20, 2012, 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 on items NOT on the agenda. (comments limited to 3 minutes per person, 30 minutes total for this item)

CONSENT AGENDA

3. Minutes from the March 6, 2012, City Council Meeting
4. Resolution Adopting Amended City Council Procedure Policies
5. Amendments to Title 3 of the City Code Regarding Business Licensing

CITY REPORTS

6. City Manager
7. Mayor and Council

SCHEDULED ITEMS AND PUBLIC HEARINGS

8. Presentation for the Transparency Award - Sutherland Institute
9. Discussion on Recreation Programming at the Community Recreation Center
10. Public Hearing/Review/Action on Amendments to the City Code, Title 10, Regarding Flagpoles
11. Public Hearing/Review/Action on Amendments to the City Code, Title 10, Regarding Signs
12. Review/Action on Fee Schedule
13. Discussion on an Agreement with the Provo River Water Users Association for the Sewer Relocation on 4500 West

EXECUTIVE SESSION

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

ADJOURNMENT

16. Adjourn

Posted this 16th day of March, 2012.

Kim E. Holindrake, City 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.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR HILLS
ADOPTING THE CITY COUNCIL PROCEDURE POLICIES.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS,
UTAH:**

Pursuant to §10-3-606, Utah Code, the City Council may determine its own procedure policies. For this purpose, the City Council Procedure Policies for the City of Cedar Hills, Utah, are hereby adopted. A copy of said City Council Procedure Policies are attached hereto (Attachment A), and by this reference made part of this Resolution.

PASSED THIS 20TH DAY OF MARCH, 2012.

APPROVED:

ATTEST:

Eric Richardson, Mayor

Kim E. Holindrake, City Recorder



CITY OF CEDAR HILLS

CITY COUNCIL
PROCEDURE POLICIES

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CITY COUNCIL PROCEDURE POLICIES

1. PURPOSE

- 1.1 Procedure Policies: These Procedure Policies of the City Council of the City of Cedar Hills are intended for the government of the City Council, the preservation of order, and the orderly transaction of Council business.

2. AUTHORITY

- 2.1 Utah State Code: (UCA 10-3-606)

3. GENERAL RULES

- 3.1 Public Meetings: All official meetings of the City Council (except where State or local law allows for closed sessions) shall be open to the public. (UCA 52-4-201 & 52-4-205)
- 3.2 Location: (City Code 1-5-5A) The location may be changed by the Mayor, or at the written request of at least three (3) Council Members.
- 3.3 Quorum: (UCA 10-3-504)
- 3.4 Recognition by the Presiding Officer: All Council Members, staff, and individuals from the general public must be recognized by the Presiding Officer before addressing the City Council on any issue. The Presiding Officer shall recognize Council Members and city staff in the order requested, and shall recognize members of the general public at the request of a Council Member.
- 3.5 Minutes: (UCA 52-4-203) Minutes of the proceedings of these open meetings shall be available for public inspection and posted to the City's Web site after approval.
- 3.6 Audio Recordings: Audio recordings of all meetings shall be made available on the City's web site as soon as practical after the conclusion of the meeting, generally within two (2) days following the meeting.
- 3.7 Written Requests and/or Notices: For purposes of written requests and/or notices, an e-mail sent by each required party to the official e-mail address(es) of the City Recorder, City Manager, Mayor, and all Council Members shall substitute for a written request or signed written statement.

4. TYPES OF MEETINGS

- 4.1 Regular Meetings: The City Council shall meet in accordance with the annual meeting schedule as approved or as amended.
- 4.2 Special Meetings: Special City Council meetings may be called by the Mayor or any two (2) Council Members by giving written notice to the City Recorder and City Manager. (UCA 10-3-502)
- 4.3 Emergency Meetings: Emergency Meetings may be called by the Mayor or any two (2) Council Members to consider matters of an emergency or otherwise urgent nature. The best practicable public notice shall be given. (UCA 52-4-202)
- 4.4 Closed Meetings: The City Council may adjourn to a Closed Meeting (also known as an Executive Session) to discuss topics provided for under state law. Adjournment to a Closed Meeting requires a two-thirds (2/3) vote of the City Council present. (UCA 52-4-204 & 5-4-205)
- 4.5 Work Sessions: The City Council may meet informally in Work Sessions (open to the public) to review upcoming programs of the City, to receive progress reports on current programs or projects, and to discuss policy issues. No final action may be taken in a Work Session.
- 4.6 Retreats: The City Council may meet informally in Retreats (open to the public) to discuss a variety of issues facing the City. While broad general direction may be given, no final action may be taken in a Retreat.
- 4.7 Electronic Meetings: The City Council may conduct electronic meetings where one (1) or more of its members participate by means of a telephonic or telecommunications conference. (UCA 52-4-207)
 - A. Members so participating shall be considered present at the meeting for all purposes, and shall be afforded every opportunity to participate in the discussion of the items on the agenda and cast their vote on issues coming to the Council for a vote.
 - B. The anchor location shall be as specified in Section 3.2.
 - C. No council meeting may be held electronically unless at least two (2) Council Members are present at the anchor location. The meeting shall be conducted from the anchor location by the Presiding Officer. However, if the Presiding Officer is not present at the anchor location, the Council shall select from its membership at the anchor location a Presiding Officer for the sole purpose of conducting the electronic meeting.
 - D. Immediately prior to opening the meeting, the Presiding Officer shall communicate with the person who is participating electronically and insure that he or she is prepared to go forward. From that time forward

until the adjournment of the meeting, the communication line shall be kept open, unless the Council Member participating electronically wishes to withdraw from the meeting.

5. ORDER OF BUSINESS

5.1 Regular, Electronic, and Special Meetings: The General rule as to the order of business in regular, electronic, and special meetings shall be as follows:

- A. Call to Order - by the Presiding Officer
- B. Pledge of Allegiance - as designated by the Presiding Officer
- C. Invocation - as designated by the Presiding Officer
- D. Public Comments - Time is set aside for the public to express their ideas, concerns and comments on items NOT on the agenda. Any person desiring to address the City Council shall have written their name on the sign-up sheet provided by the City entitled "Public Comment" and shall be recognized to speak to the City Council by the Presiding Officer. No formal action is taken on items brought up during public comments, but the City Council may direct staff to follow-up on items and/or schedule them with necessary public notice for future meetings.

~~E.~~ PUBLIC HEARINGS

~~FE.~~ CONSENT ITEMS - Minutes of preceding meetings, items that have previously received a preliminary approval by the City Council, and other items that are fairly routine but require final approval by the City Council.

F. CITY REPORTS - These items do not have formal City Council action and may include any of the following:

- (1) Presentations and Commendations.
- (2) Reports by Council Members on issues of importance to the City Council and the public.
- (3) Announcements.
- (4) Upcoming Community Events.
- (5) Reports by Council Members on assignments.
- (6) Reports by the City Manager

G. SCHEDULED ITEMS AND PUBLIC HEARINGS - Items that the City Council may wish to discuss or approve including comment for public hearings or for which a presentation would be made. Scheduled items This section may include the following:

- (1) Formal Items - Ordinances, resolutions, agreements and other obligations of the City that must be approved.
- (2) Discussion Items - Policy, procedural, or other legislative or consensus building deliberations that do not include a formal action by the City Council, but may include direction given to staff for future formal consideration.
- (3) Presentation Items - Informational presentations that do not require formal Council action but may include direction given to staff of future formal consideration.
- (4) Report Items - Final reports or updates of current programs by staff or other representatives that do not require formal action by the City Council.
- (5) Communication Items - Items received by the Mayor, any Council Member, or the City staff that are intended for the entire City Council. Action or discussion on the communication item may take place if the City Council desires.
- (6) Public Hearings – See Section 10.

~~H. MAYOR AND COUNCIL REPORTS – These items do not have formal City Council action and may include any of the following:~~

- ~~(1) Presentations and Commendations.~~
- ~~(2) Reports by Council Members on issues of importance to the City Council and the public.~~
- ~~(3) Announcements.~~
- ~~(4) Upcoming Community Events.~~
- ~~(5) Reports by Council Members on assignments.~~

I. EXECUTIVE SESSION (UCA 52-4-204)

J. ADJOURNMENT - A motion to adjourn requires a second and at least three (3) affirmative votes.

- 5.2 Emergency Meetings: The general rule as to the order of business in emergency meetings shall be as follows: (UCA 52-4-202)
- A. Call to order - by the Presiding Officer
 - B. Scheduled Items
 - C. Adjournment
- 5.3 Work Sessions: In general, work sessions will be held in conjunction with a regular or special meeting and shall be scheduled at the start of these meetings.
- 5.4 Retreats: Off-site retreats will be scheduled by the City Council as it deems necessary.

6. **PRESIDING OFFICER AND DUTIES**

- 6.1 Mayor as the Presiding Officer: The Mayor, if present at the anchor location, shall act as the Presiding Officer at all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both the Mayor and the Mayor Pro Tem, the City Council shall elect a temporary Mayor Pro Tem who will then preside at the meeting.
- 6.2 Call to Order: Meetings of the City Council shall be called to order by the Presiding Officer. In the absence of both the Mayor and the Mayor Pro Tem, the meeting may be called to order by the City Recorder or Deputy City Recorder for the election of a temporary Mayor Pro Tem.
- 6.3 Preservation of Order: The Presiding Officer shall preserve order and decorum; prevent attacks on personalities or the impugning of members motives; and confine debate to the question under discussion.
- 6.4 Points of Order: The Presiding Officer shall determine all points of order so as to comply with established procedures and policies. The City Council may, with a motion, a second, and at least three (3) affirmative votes, suspend or modify the rules of order for all or a portion of a meeting.
- 6.5 Time Limits: The Presiding Officer shall have the power to set reasonable time limits on input and discussions, ensuring that all Council Members have the opportunity to participate and be heard. When the time limit expires, the City Council may vote to extend the time limit or to take some action on the item.
- 6.6 Substitution for Presiding Officer: In the absence of the Presiding Officer or because of his inability or refusal to act, the City Council may elect a member of the City Council to preside over the meeting as the Presiding Officer.

- 6.7 Motions to be Clear: The Presiding Officer shall ensure that all motions submitted for a vote are clearly understood by the City Council.
- 6.8 Call for Vote: The Presiding Officer shall call for a voice vote unless a member of the City Council requests a roll call vote. The Presiding Officer shall announce the result of the vote. The meeting minutes shall indicate the vote of each Council Member.

7. TYPES OF MOTIONS AND RECONSIDERATION

- 7.1 Motions Require a Second: All motions require a second before they can be discussed or acted upon.
- 7.2 Motions Requiring A Two-Thirds Vote: Motions to adjourn to a closed meeting (UCA 52-4-204, 2/3 present) or expel a member of the City Council (UCA 10-3-607) or the public (UCA 10-3-608) shall require a motion, a second, and two-thirds (2/3) vote of the City Council. (2/3 if 5 present is 4)
- 7.3 Motions: Except for motions where specific requirements are given in State or Municipal code, all motions shall require a second and a minimum of three (3) affirmative votes to be approved. The Presiding Officer shall recognize a motion from a Council Member unless a motion is currently on the floor; in the event two motions are made simultaneously, the Presiding Officer shall recognize the motion that was begun first.
- 7.4 Motions to Amend: Any motion being considered by the City Council may be amended by permission of the maker of the motion and a second from any other Council Member.
- 7.5 Motions to Continue: The City Council may approve a motion to continue any item for further discussion or consideration to the following meeting or to a specific date and time.
- 7.6 Motions to Table: The City Council may motion to table an issue, without scheduling it for future consideration.
- 7.7 Motions to Reconsider a Decision: Any two (2) Council Members who voted in the majority on a motion approved by the City Council may request a reconsideration of the action at the same meeting.

Reconsideration shall follow the two-step process outlined below:

- A. Motion to Reconsider: A motion to reconsider the item must be approved.
- B. Motion on the Item: The discussion and subsequent vote on the item may only take place at the same meeting as the original action. Otherwise, the

item must become a new item on a future agenda with appropriate public notice.

8. ORDINANCES, RESOLUTIONS, AND AGREEMENTS

- 8.1 Ordinances: (UCA 10-3-702) Ordinances are generally passed as part of the City Code. The effective date on all Ordinances shall comply with UCA 10-3-712.
- 8.2 Resolutions: The City Council may express a formal opinion or the will of the City Council without it becoming a part of the City Code. The effective date on all Resolutions shall comply with UCA 10-3-719. A resolution may exercise all administrative powers according to UCA 10-3-717.
- 8.3 Agreements: The City Council may enter into an agreement between the City and one (1) or more parties agreeing to do or not to do an act or take a course of action. The effective date on all Agreements shall be the date of execution by the Mayor, unless another effective date is established by the City Council at the time the City Council approves the Agreement.
- 8.4 Form: Ordinances, Resolutions, and Agreements shall be in written form at the time they are passed. (UCA 10-3-507)
- 8.5 Funding: All Ordinances, Resolutions, and Agreements authorizing an expenditure of money shall include the amount, source, and purpose of the expenditure. The budget shall be amended as soon as reasonably possible after the beginning of each quarter so as to include all known and/or projected revenue and expense adjustments.

9. CREATION OF COMMITTEES, BOARDS, AND COMMISSIONS

- 9.1 Citizen Committees, Boards, and Commissions: The City Council may create policy advisory committees, boards, and commissions with such duties as the City Council may specify that are not inconsistent with the City Code and State Law.
- 9.2 Member Approval: The members of the policy advisory committees, boards, and commissions are appointed by the Mayor with the advice and consent of the City Council in accordance with the bylaws of the committee, board, or commission.
- 9.3 Ad Hoc Citizen Committees: The Mayor may appoint Ad Hoc Citizen Committees to address policy issues of specific concern. Ad Hoc Committees shall continue for a temporary and limited duration.

10. PUBLIC HEARINGS

- 10.1 Purpose: ~~The purpose of p~~Public hearings ~~is to~~ provide public input to the City Council on issues on a specific day and time in order for the City Council to be better informed prior to making a decision on the issue.

10.2 Time Limited: The Presiding Officer shall determine a reasonable amount of time for each person to address the City Council.

10.3 Order of Comment:

- A. The City Council shall first be addressed by the appropriate staff member who will present and discuss with the City Council the issue at hand.
- B. Next, if there is an applicant, the applicant shall discuss with the City Council the issue at hand and present additional or more specific information.
- C. Finally, any person desiring to address the City Council shall have written their name on the sign-up sheet provided by the City for that specific public hearing and shall be recognized to speak to the City Council by the Presiding Officer. The Council Members may request clarification on comments from any speaker, and the speaker shall be allowed to respond.

10.4 Procedures:

- A. The Presiding Officer shall conduct all public hearings and should review the rules for public hearings prior to comment.
- B. The Presiding Officer should courteously limit repetition and retain flexibility for additional comments but only on new information.
- C. Under the discretion and the authority of the Presiding Officer, the public hearing shall be closed after hearing the public comment unless the City Council wishes to continue the hearing to another specific date and time. No further remarks by the public will be heard once the hearing is closed unless specifically requested by the City Council.
- D. The City Council may continue a public hearing or continue City Council consideration to another specific date and time.
- E. Upon completion of the public hearing, the City Council may discuss and take appropriate action on the issue ~~during the scheduled items portion of the meeting.~~

10.5 Manner of Addressing the City Council: Each person addressing the City Council shall come forward and shall state their name and address of residence in an audible tone of voice for the record. All remarks shall be addressed to the City Council as a body, and not to any specific member(s) thereof.

10.6 Questions from Council Members: The Council Members may request clarification or additional input from the staff, applicants, or the general public through the Presiding Officer during the scheduled items ~~portion of the meeting~~.

11. RULES OF CONDUCT

11.1 Disorderly Citizens: (UCA 10-3-608)

11.2 Disorderly Council Members: (UCA 10-3-607)

12. AGENDAS

12.1 Procedure:

- A. Generally the Mayor and staff work together to create the agenda as dictated by the needs of the City.
- B. Two (2) or more Council Members may add any item to the agenda by providing a written request to the Mayor, City Manager, and City Recorder at least seven (7) days prior to the scheduled Council meeting.
- C. Two (2) or more Council Members may add any item to the agenda of a future Council meeting by formally requesting the item during a prior Council meeting. The request should appear in the minutes including the names of the supporting Council Members.
- D. Requested items requiring research or additional work from the Mayor or staff will be added to the agenda when the work is complete. Work and research items shall be completed within a reasonable time period. The Mayor or City Manager will, upon request, provide a meeting date for which the item will appear on the agenda.
- E. For ordinances or resolutions, the requesting Council Members should work with the City Manager to complete the requested text and memos one (1) week prior to the meeting.
- F. For items of great urgency and where it is in the City's best interests, the Mayor may add items to the agenda in accordance with established legal requirements for public notice.
- G. Up to two (2) days prior to the scheduled meeting, the Mayor may, at his or her discretion and upon immediate notification in writing to all Council Members, the City Recorder, and the City Manager, remove items from the agenda when any of the following apply:

- (1) There are no longer at least two (2) requesting Council Members that want the item to be on the agenda.
- (2) Additional required information or related documents (such as plat maps, research reports, approval documents, etc.) are not complete six (6) days prior to the Council meeting.
- (3) The Mayor deems it in the best interests of the City to postpone the item on the agenda.

Two (2) or more Council Members may override the Mayor's removal of an item and force the item onto the agenda by providing written notice to the Mayor, City Manager, and City Recorder. Once overridden, the Mayor may not again remove the item except at the written request of both overriding Council Members.

12.2 Agenda Collateral:

- A. Staff shall, whenever possible, provide Council Members with the relevant meeting collateral, including memos, plat maps, reports, and written copies of resolutions, ordinances, and agreements within a reasonable amount of time prior to a scheduled meeting, generally five (5) days prior to the meeting.
- B. Whenever possible, an electronic and publicly available copy of the agenda collateral shall also be published on the City's website within a reasonable amount of time prior to a scheduled meeting, generally two (2) days prior to the meeting.

12.3 Meeting Follow-Up: Staff shall provide a list of follow-up items within a reasonable amount of time following a meeting, generally within two (2) days following the meeting.

~~13. MEETING ADJOURNMENT~~

~~13.1 Time Limited: Meetings shall be adjourned at 11:00 p.m. unless a motion is made to extend the meeting to a specific time.~~



CITY OF CEDAR HILLS

TO: Mayor Richardson, City Council, and Staff
FROM: Kim E. Holindrake, City Recorder
DATE: March 14, 2012

City Council Memorandum

SUBJECT: Amendments to Title 3, Business Licensing
APPLICANT PRESENTATION:
STAFF PRESENTATION: Kim E. Holindrake, City Recorder

BACKGROUND AND FINDINGS:

Staff has been reviewing the City Code, Title 3, Business and Licensing Regulations, in order to make corrections and add additional information. The amendments will make residents safer and better served. A BCI background check is defined better and required for specific businesses. Commercial business and temporary use business criteria were added. A business license is required for any business with a sales tax number. Other amendments were general clean-up issues of the ordinance.

SUPPORTING DOCUMENTS:

- Proposed changes
- Proposed ordinance

RECOMMENDATION

To approve the ordinance subject to any additional changes.

MOTION

To approve Ordinance No. _____, An ordinance amending Title 3, Chapter 1, of the City Code of the City of Cedar Hills, Utah, relating to business licensing subject to

BUSINESS LICENSING CODE AMENDMENTS

City Code 3-1-3, Licensed Required, Paragraph D1 to read:

1. ~~Commercial-a~~ Activities that are of an infrequent nature and carried on at such an incidental level as to not require regulation by the city as determined by the licensing official.

City Code 3-1-5, Procedure for Application, Registration and Licensing, Paragraph A to read:

- A. Application For License: The licensing official shall consider all applications for a license, which shall be made in writing. The city shall provide a standard application for the registration of businesses. ~~The application may be obtained in person, by mail, or facsimile.~~ Each application must be signed, filled out completely and accompanied by the appropriate fee. Each application shall require disclosure and reporting by the applicant of the following information and documentation:

City Code 3-1-5, Procedure for Application, Registration and Licensing, Paragraph B to read:

- B. Registration and Licensing: The registration process shall not begin unless the applicant has submitted a completed application. Within ~~six (6)~~ **ten (10)** business days, the licensing official shall:

City Code 3-1-6, Requirements, Paragraph A to read:

- A. Compliance: Each place of business may be inspected by the city for compliance with building, fire, land use, and health codes prior to opening for business. No business shall be registered if the premises and/or building to be used are not in compliance with the building, fire, land use and health codes. An inspection shall be required when the general public **or a non-resident employee** will be entering the business, a product is produced, and/or when chemicals are located at the business.

City Code 3-1-6, Requirements, amended by adding paragraphs C and D to read:

- C. **BCI Background Check. An original BCI background check for the applicant and for all employees of the applicant conducting "business" within the city as defined in section 3-1A-1 of this chapter is required for the following businesses. The licensing official shall make a copy and return the original to the applicant.**
 - a. **businesses whose primary purpose is providing services to minors**
 - b. **businesses providing services to the elderly**
 - c. **peddlers and vendors**
 - d. **solicitors**

- D. Sales Tax Number. All businesses that offer the sale of goods or services shall have a permanent or temporary sales tax number.

City Code 3-1-14, Classification of Records, to read:

Business and license records shall be public records and information contained in them shall be public except for specific items of data that the city recorder classifies as private, controlled, or protected consistent with the provisions of Utah Code Annotated 63G et seq., government records access and management act. ~~Approval is contingent upon a satisfactory~~ To the extent permitted by state and/or federal law, a BCI background check, ~~which~~ shall remain a private record not available for public inspection.

City Code 3-1A-1 General Words and Terms will be moved to 3-1-3 with all remaining sections being renumbered and the following terms added or amended.

BCI: Bureau of Criminal Investigation (BCI) Background Check: An original ~~or copy~~, dated no older than one hundred eighty (180) days prior to the date of the application, ~~of either:~~
a) of a Utah department of public safety bureau of criminal identification verified criminal history report personal to the applicant; ~~or b) verification by the Utah department of public safety bureau of criminal identification that no criminal history rising to the level of a disqualifying status exists for the applicant~~ or equivalent report prepared by the corresponding public safety agency of the applicant's home state if the applicant is not a Utah resident.

BUSINESS: All activities engaged within the incorporated limits of the city, carried on for the purpose of gain or economic profit including nonprofit entities. Business includes, but is not limited to, the sale of intellectual or tangible personal property at retail or wholesale, the manufacturing of goods or property, and the rendering of personal services for others for consideration by persons engaged in any profession, trade, craft, business, occupation, or other calling. Business includes those registered with the State and/or those with a sales tax number. Business shall not mean the rendering of personal services by an employee to his or her employer under any contract of personal service.

COMMERCIAL BUSINESS: A business conducted in the SC-1 Commercial Zone or a residential zone allowing a commercial use as outlined and defined in this chapter.

HOME OCCUPATION: A business conducted out of a residential dwelling as outlined and defined in this chapter

~~HOME SOLICITATION SALE: To make or attempt to make a sale of goods or services by a solicitor at a residence by means of door to door solicitation, regardless of:~~

- A. ~~The means of payment or consideration used for the purchase;~~
- B. ~~The time of delivery of the goods or services; or~~
- C. ~~The previous or present classification of the solicitor as a solicitor, peddler, hawker, itinerant merchant, or similar designation.~~

LICENSING OFFICIAL: The ~~city recorder~~, city manager, or designee responsible for receiving the completed application for registration.

REGISTERED PERSON: Any person whose application has been ~~accepted~~ approved by the city.

SERVICES: Those intangible goods or personal benefits offered, provided, or sold ~~to a competent individual.~~

SUBSTANTIATED REPORT: ~~An oral~~, written, or electronic report: *(paragraphs to remain unchanged)*

TEMPORARY BUSINESS: A ~~licensed vendor under this chapter~~ business defined as a commercial business conducted as outlined and defined in this chapter.

City Code 3-1B, Home Occupations, Paragraph A, amended by adding paragraph 16 and 17 to read:

- 16. BCI background check (3-1-6 C.)
- 17. Sales Tax Number (3-1-6 D.)

City Code 3-1C, Peddlers and Vendors, to read:

- A. Peddlers and vendors may be permitted and operated following approval and registration of an application for such use and subject to and in compliance with the following conditions:
 - 1. ~~All businesses shall have a permanent or temporary s~~Sales tax number (3-1-6 D.)
 - 2. All employees conducting business within the city must provide current photo identification at the time of application.
 - 3. ~~The applicant shall provide:~~ BCI background check (3-1-6 C.)
 - a. ~~An original or a copy of a BCI background check for the applicant and for all employees of the applicant conducting "business"~~

~~within the city as defined in section 3-1A-1 of this chapter. If the original BCI background check is submitted, the licensing official shall make a copy and return the original to the applicant; and~~

~~b. A signed copy of a waiver whereby applicant agrees to allow the city to obtain a name/date of birth BCI background check on applicant for purposes of enforcement of this article¹.~~

4. Businesses shall only conduct business between the hours of nine o'clock (9:00) A.M. to nine o'clock (9:00) P.M.

City Code 3-1D, Solicitation, Section 5, Application, Paragraph A3 to read:

3. BCI Background Check (3-1-6 C.) ~~: The applicant shall provide:~~

~~a. An original or a copy of a "BCI" background check as defined in section 3-1A-1 of this chapter; and~~

~~b. A signed copy of a waiver whereby applicant agrees to allow the city to obtain a name/date of birth BCI background check on applicant for purposes of enforcement of this article¹.~~

City Code 3-1E, Premises Occupations, Paragraph A, amended by adding paragraph 18 and 19 to read:

18. BCI background check (3-1-6 C.)

19. Sales Tax Number (3-1-6 D.)

City Code Title 3, Business and License Regulations, add Article G to read:

3-1G TEMPORARY USE BUSINESS:

A. A temporary use business may be permitted and operated following approval and registration of an application for such use and subject to and in compliance with the following conditions:

1. Compliance with City Code 10-4E-4.
2. Businesses shall only conduct business between the hours of nine o'clock (9:00) A.M. to ten o'clock (10:00) P.M.

City Code Title 3, Business and License Regulations, add "new" Article A to read:

3-1A COMMERCIAL BUSINESS:

A. A commercial business may be permitted and operated following approval and registration of an application for such use and subject to and in compliance with the following conditions:

1. Compliance with City Code 10-4E
2. Compliance with City Code 10-6A
3. Guidelines for the Design and Review of Planned Commercial Development Projects
4. City Code 10-5-25, Bed and Breakfast Facility
5. City Code 10-5-34, Assisted Living Facility for Elderly Persons

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 1, OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH, RELATING TO BUSINESS LICENSING.

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

**PART I
AMENDMENTS**

SECTION 1. Title 3, Chapter 1, Section 3 of the City Code entitled License Required is hereby amended by changing Paragraph D1 to read as follows:

1. Activities that are of an infrequent nature and carried on at such an incidental level as to not require regulation by the city as determined by the licensing official.

SECTION 2. Title 3, Chapter 1, Section 5 of the City Code entitled Procedure for Application, Registration and Licensing is hereby amended by changing Paragraph A to read as follows:

- A. Application For License: The licensing official shall consider all applications for a license, which shall be made in writing. The city shall provide a standard application for the registration of businesses. Each application must be signed, filled out completely and accompanied by the appropriate fee. Each application shall require disclosure and reporting by the applicant of the following information and documentation:

SECTION 3. Title 3, Chapter 1, Section 5 of the City Code entitled Procedure for Application, Registration and Licensing is hereby amended by changing Paragraph B to read as follows:

- B. Registration and Licensing: The registration process shall not begin unless the applicant has submitted a completed application. Within ten (10) business days, the licensing official shall:

SECTION 4. Title 3, Chapter 1, Section 6 of the City Code entitled Requirements is hereby amended by changing Paragraph A to read as follows:

- A. Compliance: Each place of business may be inspected by the city for compliance with building, fire, land use, and health codes prior to opening for business. No business shall be registered if the premises and/or building to be used are not in compliance with the building, fire, land use and health codes. An inspection shall be required when the general public or a non-resident employee will be entering the business, a product is produced, and/or when chemicals are located at the business.

SECTION 5. Title 3, Chapter 1, Section 6 of the City Code entitled Requirements is hereby amended by adding paragraph C and D to read as follows:

- C. BCI Background Check. An original BCI background check for the applicant and for all employees of the applicant conducting "business" within the city as defined in section 3-1A-1 of this chapter is required for the following businesses. The licensing official shall make a copy and return the original to the applicant.
1. businesses whose primary purpose is providing services to minors
 2. businesses providing services to the elderly
 3. peddlers and vendors
 4. solicitors
- D. Sales Tax Number. All businesses that offer the sale of goods or services shall have a permanent or temporary sales tax number.

SECTION 6. Title 3, Chapter 1, Section 14 of the City Code entitled Classification of Records is hereby amended to read as follows:

Business and license records shall be public records and information contained in them shall be public except for specific items of data that the city recorder classifies as private, controlled, or protected consistent with the provisions of Utah Code Annotated 63G et seq., government records access and management act. To the extent permitted by state and/or federal law, a BCI background check shall remain a private record not available for public inspection.

SECTION 7. Title 3, Chapter 1A, Section 1 of the City Code entitled General Words and Terms is hereby moved to Chapter 1, *new* Section 3 with all remaining sections being renumbered and the following terms added or amended:

BCI: Bureau of Criminal Investigation (BCI) Background Check: An original dated no older than one hundred eighty (180) days prior to the date of the application of a Utah department of public safety bureau of criminal identification verified criminal history report personal to the applicant or equivalent report prepared by the corresponding public safety agency of the applicant's home state if the applicant is not a Utah resident.

BUSINESS: All activities engaged within the incorporated limits of the city, carried on for the purpose of gain or economic profit including nonprofit entities. Business includes, but is not limited to, the sale of intellectual or tangible personal property at retail or wholesale, the manufacturing of goods or property, and the rendering of personal services for others for consideration by persons engaged in any profession, trade, craft, business, occupation, or other calling. Business includes those registered with the State and/or those with a sales tax number. Business shall not mean the rendering of personal services by an employee to his or her employer under any contract of personal service.

COMMERCIAL BUSINESS: A business conducted in the SC-1 Commercial Zone or a residential zone allowing a commercial use as outlined and defined in this chapter.

HOME OCCUPATION: A business conducted out of a residential dwelling as outlined and defined in this chapter.

HOME SOLICITATION SALE: *(deleted)*

LICENSING OFFICIAL: The city manager or designee responsible for receiving the completed application for registration.

REGISTERED PERSON: Any person whose application has been approved by the city.

SERVICES: Those intangible goods or personal benefits offered, provided, or sold.

SUBSTANTIATED REPORT: A written or electronic report: *(paragraphs to remain unchanged)*

TEMPORARY USE BUSINESS: A business defined as a commercial business conducted as outlined and defined in this chapter.

SECTION 8. Title 3, Chapter 1B, of the City Code entitled Home Occupations is hereby amended by adding Paragraphs 16 and 17 to read as follows:

16. BCI background check *(new 3-1-7 C.)*
17. Sales Tax Number *(new 3-1-7 D.)*

SECTION 9. Title 3, Chapter 1C, of the City Code entitled Peddlers and Vendors is hereby amended to read as follows:

- A. Peddlers and vendors may be permitted and operated following approval and registration of an application for such use and subject to and in compliance with the following conditions:
 1. Sales tax number *(new 3-1-7 D.)*
 2. All employees conducting business within the city must provide current photo identification at the time of application.
 3. BCI background check *(new 3-1-7 C.)*
 4. Businesses shall only conduct business between the hours of nine o'clock (9:00) A.M. to nine o'clock (9:00) P.M.

SECTION 10. Title 3, Chapter 1D, of the City Code entitled Solicitation, Section 5, Application, Paragraph A3 is hereby amended to read as follows:

3. BCI Background Check (*new 3-1-6 C.*)

SECTION 11. Title 3, Chapter 1E, of the City Code entitled Premises Occupations, Paragraph A, is hereby amended by adding paragraphs 18 and 19 to read as follows:

18. BCI background check (3-1-6 C.)
19. Sales Tax Number (3-1-6 D.)

SECTION 12. Title 3, Chapter 1, of the City Code entitled Business Licensing is hereby amended by adding Article G to read as follows:

3-1G TEMPORARY USE BUSINESS:

- A. A temporary use business may be permitted and operated following approval and registration of an application for such use and subject to and in compliance with the following conditions:
 1. Compliance with City Code 10-4E-4.
 2. Businesses shall only conduct business between the hours of nine o'clock (9:00) A.M. to ten o'clock (10:00) P.M.

SECTION 13. Title 3, Chapter 1, of the City Code entitled Business Licensing is hereby amended by adding *new* Article A to read as follows:

3-1A COMMERCIAL BUSINESS:

- A. A commercial business may be permitted and operated following approval and registration of an application for such use and subject to and in compliance with the following conditions:
 1. Compliance with City Code 10-4E
 2. Compliance with City Code 10-6A
 3. Guidelines for the Design and Review of Planned Commercial Development Projects
 4. City Code 10-5-25, Bed and Breakfast Facility
 5. City Code 10-5-34, Assisted Living Facility for Elderly Persons

**PART II
PENALTY AND ADOPTION**

A. CONFLICTING PROVISIONS

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

B. PROVISIONS SEVERABLE

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

C. AMENDMENT TO BE ADDED TO CITY CODE

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

D. PENALTY

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

E. EFFECTIVE DATE

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

PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 20TH DAY OF MARCH, 2012.

Eric Richardson, Mayor

ATTEST:

Kim E. Holindrake, City Recorder



CITY OF CEDAR HILLS

TO:	City Council
FROM:	Danny Lambourne
DATE:	March 14, 2012

City Council Agenda Item

SUBJECT:	Sutherland Institute Transparency Presentation
APPLICANT PRESENTATION:	Derek Monson: Sutherland Representative(s)
STAFF PRESENTATION:	N/A
BACKGROUND AND FINDINGS: Sutherland Institute is a conservative public policy think tank committed to shaping Utah law and policy based on a core set of governing principles. Sutherland Institute strives to make Utah an example of good government for the rest of the nation and a great place to live, work, and raise a family. Parts of Sutherland's efforts include scoring the transparency of websites (according to a ten-point checklist) for Utah cities. In 2011, The City of Cedar Hills was highlighted in the press for having good transparency for a small city, receiving a B- score. The City staff was asked to work to receive an A score for 2012. Staff made great strides to improve our transparency and exceed the items on the ten-point checklist, thus receiving an A+ score from the Sutherland Institute for 2012. The Sutherland Institute will be presenting us with the Transparency Award and publishing a press release detailing our improvements.	
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT:	
SUPPORTING DOCUMENTS:	
RECOMMENDATION:	
MOTION:	



CITY OF CEDAR HILLS

TO:	City Council
FROM:	Danny Lambourne
DATE:	March 14, 2012

City Council Agenda Item

SUBJECT:	CoRC Programming and Fitness Classes
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Danny Lambourne
BACKGROUND AND FINDINGS: The CoRC will facilitate a variety of programs and fitness classes in the coming months, beginning with the opening of the facility and continuing with completion of the basement. Qualified and experienced instructors will teach the fitness classes. All of our instructors share a common passion for teaching in their areas of expertise. Zumba, Yoga, Pump, Bootcamp, Kickboxing, Karate, and Dance are some of the classes the CoRC will be prepared to facilitate and run opening week. Additional programming will be added as we receive feedback on classes and instructors. Additional programs will include Lego League, reading time, scouting functions, etc. All classes will be held in the Sunset Room until the completion of the basement.	
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT:	
SUPPORTING DOCUMENTS: To be received at City Council	
RECOMMENDATION:	
MOTION:	



CITY OF CEDAR HILLS

TO:	City Council
FROM:	Zoning Department
DATE:	March 20, 2012

City Council Agenda Item

SUBJECT:	Amending Ordinances
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Brad Kearl – Zoning Administrator
BACKGROUND AND FINDINGS:	
<p>On February 23, the Planning Commission reviewed amendments the city ordinance concerning Flagpoles in Cedar Hills.</p> <p>In each residential zone, under Dwelling Requirements, flagpoles are grouped with chimneys, antennas, etc. and are restricted in height in relation to the height of the home or building. (10' above the ridge of the roof). There is no regulation or requirement for flagpoles on lots other than residential such as commercial or parks. Staff feels it is necessary to adopt an ordinance specifically for flagpoles in order to allow them on all lots with certain requirements. The Planning Commission agreed, with the addition of "from finished grade" in relation to the maximum height.</p> <p>This can be done by removing the term "flagpole" from all 10-4 sections under Dwelling Requirements, and adding section 10-5-36 to the Supplementary Development Standards.</p>	
PREVIOUS LEGISLATIVE ACTION:	
None	
FISCAL IMPACT:	
None	
SUPPORTING DOCUMENTS:	
<p>10-5-36: Flagpoles</p> <p>A. Flagpoles are allowed on all lots and in all zones subject to the following conditions:</p> <ol style="list-style-type: none"> 1. Maximum height is 35' from finished grade. 2. May be placed no closer than ten (10) linear feet from the sidewalk, curb, or street (whichever is furthest) ten (10) linear feet from the edge of the lot, and ten (10) linear feet from a neighboring lot. 3. Parks, Public Buildings and Commercial Buildings may increase height by approval of site plan through City Council. 	
RECOMMENDATION:	
To amend existing Ordinances as proposed.	
MOTION:	
To approve an ordinance removing the term flagpole from section; 10-4A-8 C.2., 10-4B-8 C.2., 10-4D-9 D.2., 10-4G-6 C.2., 10-4H-6 C.2., and to add section 10-5-36, titled Flagpoles and requirements to the Supplementary Development Standards.	

ORDINANCE NO. _____

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

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 flagpoles;

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. The following sections of Title 10, Chapter 4, of the City Code entitled Regulations Within Zones, are hereby amended with the following paragraph to read as follows:

- 10-4A-8 C. 2. (R-1-11000) Residential Zone
- 10-4B-8 C. 2. R-1-15000 Residential Zone
- 10-4D-9 D. 2. H-1 Hillside Development Zone
- 10-4G-6 C. 2. PR 2.2 Planned Residential Zone
- 10-4H-6 C. 2. PR 3.4 Planned Residential Zone

Chimneys, television antennas, and similar ancillary structures not used for human occupancy shall be excluded in determining height; provided, that no such ancillary structure shall extend to a height in excess of ten feet (10’) above the building.

SECTION 2. Title 10, Chapter 5, of the City Code entitled Supplementary Development Standards is hereby amended by adding the following section to read as follows:

10-5-36 **FLAGPOLES:** Flagpoles are allowed on all lots and in all zones subject to the following conditions:

- A. Maximum height is 35’ from finished grade.
- B. May be placed no closer than ten (10) linear feet from the sidewalk, curb, or street (whichever is furthest), ten (10) linear feet from the edge of the lot, and ten

- (10) linear feet from the neighboring lot.
- C. Parks, public buildings, and commercial buildings may have an increase in height with approval of a site plan by the City Council.

**PART II
PENALTY AND ADOPTION**

A. CONFLICTING PROVISIONS

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

B. PROVISIONS SEVERABLE

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

C. AMENDMENT TO BE ADDED TO CITY CODE

The City Council hereby authorizes and directs that insert pages reflecting the provisions enacted hereby shall be made and placed in the City Code, Title 10.

D. PENALTY

Hereafter these amendments shall be construed as part of the 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 signing and publication as required by law.

**PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF CEDAR HILLS, UTAH,
THIS 20TH DAY OF MARCH, 2012.**

Eric Richardson, Mayor

ATTEST:

Kim E. Holindrake, City Recorder



CITY OF CEDAR HILLS

TO:	City Council
FROM:	Zoning Department
DATE:	March 20, 2012

City Council Agenda Item

SUBJECT:	Amending Ordinances
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Brad Kearn – Zoning Administrator
BACKGROUND AND FINDINGS: On February 23, the Planning Commission discussed amending the definition of an A-frame sign and approved staff’s recommendation of 3’ in height and added additional language “and 3’ in width from sidewalk grade.” In Title 10, Chapter 5, Article 26 – Signs: The ordinance contains a section called Prohibited Signs. An A-Frame Sign is a prohibited sign type. The current definition is, “Any sign or structure composed of two (2) sign faces mounted or attached back to back to form a triangular vertical cross section through the faces or structure.” Neighborhoods are using small A-frame signs for neighborhood functions and meetings. If the sign is limited to 3 feet high, it would meet the City’s clear view of an intersection rule, and still maintain the spirit of the sign ordinance. Staff recommends at this time is to add the language “over 3’ in height and 3’ in width from sidewalk grade.”	
PREVIOUS LEGISLATIVE ACTION: None	
FISCAL IMPACT: None	
SUPPORTING DOCUMENTS: Proposed Ordinance	
RECOMMENDATION: To amend the existing code as proposed.	
MOTION: To approve amending Section 10-5-26: Signs: I. Prohibited Signs: A-Frame Sign, by adding to the definition, “over 3’ in height and 3’ in width from sidewalk grade.”	

ORDINANCE NO. _____

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

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 signs;

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 5, Section 26, Subsection I, of the City Code entitled Prohibited Signs is hereby amended by redefining A-Frame Sign read as follows:

A-FRAME SIGN: Any sign or structure composed of two (2) sign faces mounted or attached back to back to form a triangular vertical cross section through the faces or structure over three feet (3’) in height and three feet (3’) in width from sidewalk grade.

**PART II
PENALTY AND ADOPTION**

A. CONFLICTING PROVISIONS

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

B. PROVISIONS SEVERABLE

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

C. AMENDMENT TO BE ADDED TO CITY CODE

The City Council hereby authorizes and directs that insert pages reflecting the provisions enacted

hereby shall be made and placed in the City Code, Title 10.

D. PENALTY

Hereafter these amendments shall be construed as part of the 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 signing and publication as required by law.

**PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF CEDAR HILLS, UTAH,
THIS 20TH DAY OF MARCH, 2012.**

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: March 14, 2012

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.

- Moving the Setup Fee under Other Fees so that it applies to both commercial and residential licensing.
- Fees for newly allowed temporary use businesses include an application/inspection fee and a business licensing fee.
- Plan check deposits for residential and commercial are non-refundable.

PREVIOUS LEGISLATIVE ACTION:

FISCAL IMPACT:

SUPPORTING DOCUMENTS:

- Proposed resolution

RECOMMENDATION

To adopt the proposed resolution.

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
Business Licensing – Setup Fee	\$20	\$20 (move to other fees)
Commercial Temporary Use Application Fee and Inspection	-0-	\$87
Business Licensing, Commercial, Temporary Use, Base	-0-	\$40
Plan Check Deposit – residential (non-refundable)	-0-	\$400
Plan Check Deposit – commercial (non-refundable)	-0-	\$1,000

**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 MARCH, 2012.

Eric Richardson, Mayor

ATTEST:

Kim E. Holindrake, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Engineer/PW Director
DATE:	3/20/2012

City Council Agenda Item

SUBJECT:	PRWUA Sewer Line Relocation
APPLICANT PRESENTATION:	David Bunker
STAFF PRESENTATION:	David Bunker, City Engineer/Public Works Director
BACKGROUND AND FINDINGS: <p>Provo River Water Users Association has prepared a summary of work performed in conjunction with the sanitary sewer relocation on 4500 West. Initial bidding costs were received at \$60,134.65. Bids were received based on a design build process because many of the utilities were unknown. After final design considerations were made for the 126-inch pipe, additional changes were made to the alignment of the 15-inch Cedar Hills sewer outfall line. In addition, a sewer metering vault which was originally defined to be relocated was required by TSSD to be re-constructed.</p> <p>Approximately 30 feet of additional sewer, an additional manhole, and a new sewer meter vault with flume has been added to the project. Based on the additional items added to the project with costs similar to the 4800 West project, staff feels approximately \$50,000 would be added to the project costs. AMES submitted extra costs of over \$215,000 beyond the original bid. The District has approved extra work totaling \$137,828, in addition to the original bid of \$60,135 for a total of \$198,963. This more that triples the original bid.</p>	
PREVIOUS LEGISLATIVE ACTION: None	
FISCAL IMPACT: Initial bid cost = \$60,134.65. Amended cost summary = \$198,963.00	
SUPPORTING DOCUMENTS: N/A	
RECOMMENDATION: Staff recommends the City Council discuss and review the submitted project summary and proceed with execution of payment schedule according to discussion of agreed terms.	
MOTION: No motion is necessary at this time. Further direction to staff is appropriate.	

Condie Construction Company, Inc.

325 North 900 West
Springville, UT 84663
(801) 489-3070

Change Proposal

PROJECT NAME & NUMBER: North County Blvd. Phase 2

OWNER: Utah County

SUBMITTED TO: Dave Dillman

DATE:

CHANGE PROPOSAL NUMBER:

CHANGES TO BE MADE TO ORIGINAL CONTRACT:

Item	Description	Quantity	Units	Price	Total
1	Small Sewer Meter Vault				
	12" Palmer Bowlus Flume	1.00	LS	\$3,019.95	\$3,019.95
	Vault Electrical	1.00	LS	\$4,220.00	\$4,220.00
	10' Aluminum Ladder	1.00	EA	\$790.00	\$790.00
	8x4 Concrete Electrical Pad	32.00	SF	\$7.00	\$224.00
	Precast Concrete Vault	1.00	LS	\$8,477.00	\$8,477.00
	Labor & Equipment - Set Vault	10.00	HR	\$350.00	\$3,500.00
	Crane - Set Vault	2.00	HR	\$200.00	\$400.00
	Labor & Equipment - Set Flume	10.00	HR	\$220.00	\$2,200.00
	Grout Fill	1.70	CY	\$90.00	\$153.00
	Sand Fill	1.00	CY	\$20.00	\$20.00
	Form & Pour Concrete Channel	1.00	LS	\$1,500.00	\$1,500.00
				Subtotal	\$24,503.95
				Markup (15%)	\$3,675.59
				TOTAL	\$28,179.54

Original contract: \$14,768,831.49
 Previous change orders: \$38,955.64
 Total this change order: \$28,179.54
 Adjusted contract: \$14,835,966.67

Added contract time: 18 Days

Requested and Approved by Owner /Engineer:

Name: Title: Signature:

Accepted and Approved by Condie Construction Company, Inc.

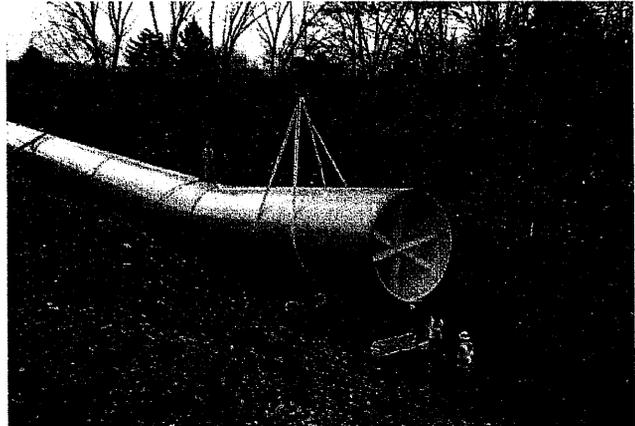
Name: Tom Carter Title: Vice President Signature:

Explanation of Costs for Sewer Line Relocation at 4500 West at the Cedar Hills and American Fork Cities' Boundary

February 29, 2012

Executive Summary

The Provo Reservoir Canal (Canal), built in 1911 and enlarged in 1944, is a feature of the U. S. Bureau of Reclamation's Provo River Project. This Canal is sometimes known as the Murdock Canal. The Provo River Water Users Association (Association) is the project sponsor for the Deer Creek Division of the Provo River Project and as such is responsible for the cost repayment of and the operation and maintenance of the Canal. The Association, along with other entities, has undertaken the enclosure of the Canal. This project is known as the Provo Reservoir Canal Enclosure Project or PRCEP. The size of the enclosure project conduit is such that numerous utilities that intersect the Canal need to be relocated to accommodate the pipe.

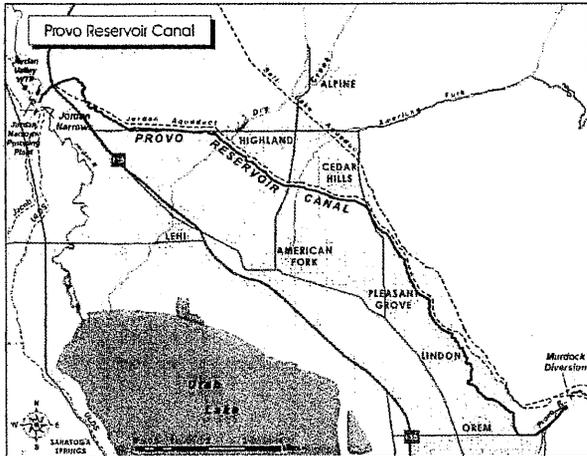


The Canal corridor is generally owned in "fee simple" by the United States and managed by the U.S. Bureau of Reclamation (Reclamation). Reclamation policies and regulations require that any person or entity desiring to place a utility, roadway or other item across the Canal property obtain a license agreement to do so. There are approximately 500 crossings of the Canal on its course through northern Utah County. These license agreements require that license holders pay for any costs incurred if the work of executing Provo River Project goals is made more expensive by virtue of the presence of the licensed crossing. On November 19, 1996, Cedar Hills City received a 50-year license agreement for a sewer line located under and parallel to 4500 West Street.

In 2010, the Association began the PRCEP. This project required that the sewer line owned by the City of Cedar Hills be relocated to accommodate the canal enclosure pipe. This particular relocation cost the PRCEP \$198,963. That amount is now due and payable under the terms of the license agreement. The Association, along with other PRCEP participants, realized the effect these types of costs would have on the cities that have utilities crossing the canal. The PRCEP has offered to allow the cities three years to repay these extra costs. Further, the PRCEP has expressed willingness to forgive 25% of these utility relocation costs. Each city must approve and sign a utility relocation reimbursement agreement with the Association in order to qualify for these benefits. A copy of that agreement is attached under Tab 2.

The Cedar Hills City Council desires specific history and documentation information about this relocation cost they are required to pay. The purpose of this document is to provide that information and provide appropriate justification for their financial commitment.

History of the Provo Reservoir Canal and the Provo Reservoir Canal Enclosure Project



In approximately 1911, the Provo Reservoir Company undertook to construct the original Provo Reservoir Canal. The company purchased strips of land from landowners as required to accommodate the Canal. The Canal extended originally from the mouth of Provo Canyon to the Lehi bench and later on to the west side of the Jordan River near the Salt Lake and Utah County lines. This original Canal had a capacity of 180 cubic feet per second (CFS) and the water was used exclusively for agricultural irrigation. In 1935, the Provo River Water Users Association was formed for the purpose of sponsoring and then operating and

maintaining the Deer Creek Division of the Provo River Project. To this end, the Canal and its land were purchased by the United States. Additional strips of land were acquired on each side of the Canal so the Canal could be enlarged to a capacity of 550 CFS. The process of purchasing land and enlarging the Canal began in 1939 and continued for several years. The completed and enlarged PRC was placed in service in 1945. Since that time, sections of the Canal have received a concrete lining, bridges have been constructed, many utilities have come across and other things have changes the nature of the Canal.

Over time, it became apparent that enclosing the Canal into a conduit would bring significant benefits. These benefits include:

1. Water conservation;
2. Use of some of the conserved water for stream habitat;
3. Use of some of the conserved water for the Central Utah Project (CUP) water supply;
4. Improved public safety;
5. Improved public drinking water protection;
6. More efficient and coordinated use of water treatment and conveyance facilities for the benefit of a number of local governmental entities; and
7. New public recreational opportunities including the Murdock Canal Trail.

In 1995, the Association included the PRCEP in its Master Plan. In 2000 a plan developed to use "saved water" from the enclosed Canal for other purposes. These purposes would have value and could help fund the construction of the PRCEP. In 2004, the U. S. Congress passed the Title Transfer Act which could facilitate the funding and operation of an enclosed Canal. Title transfer will pass ownership of the Canal back to the Association. This transfer is expected to occur shortly after the completion of the PRCEP.

A 30% design for the PRCEP was completed in 2008 by Bowen Collins and Associates. In 2008, a design contract was awarded to CH2M Hill for the final design of the PRCEP. That design was completed in the summer of 2009. During that same time, a contractor pre-qualification process occurred. Five construction firms were selected to bid on the enclosure project. An initial round of bidding occurred in September, 2009. Two bidders were selected to propose further bids. During this process, steel pipe was determined to be the most cost-effective material for the enclosure conduit. A box culvert was ruled out due to high costs and

the inability of a long box culvert to resist earthquake and ground movement. Ultimately, Ames Construction was selected with a contract awarded in March of 2010. The spiral-welded steel pipe began manufacture at the Northwest Pipe facility in Pleasant Grove in the summer of 2010. Pipe installation began in earnest in December, 2010. The work is expected to be substantially complete in mid-2013.

History and Explanation of the Sewer Line Crossing and Its License Agreement



The Town of Cedar Hills was incorporated November 2, 1977. As the area grew, infrastructure was needed to sustain the growth. On November 19, 1996, Cedar Hills, in conjunction with Timpanogos Special Service District (TSSD) and American Fork City, applied for and received a license agreement for a 15-inch sewer line to cross the Canal. A copy of that license is attached under Tab 1. One year later, a bridge was installed in the same location, allowing 4500 West to go between Cedar Hills and American Fork. At the time of

the license agreement, the sewer line was placed at an elevation below the Canal such that, if the Canal were enclosed in a box culvert, the sewer would not have to be relocated.

License agreements for Reclamation projects are overseen by Reclamation offices. The language used on these licenses is developed and approved by Reclamation's legal staff in Washington, D.C. The Department of Interior also reviews and approves this language. The general provisions of license agreements are rarely and not easily modified. The Association works with hundreds of these licenses for the Provo River Project, and they are all essentially the same.

The license for the Cedar Hills City sewer line crossing is referred to as 06-LM-41-07290. It contains the provision that states:

"5. EXTRAORDINARY MAINTENANCE OR REPAIR COSTS. The Licensee agrees that if the maintenance or repair of any or all project structures and facilities located on such lands should be made more expensive by reason of the existence of improvements or works of the Licensee thereon, Licensee will pay to the United States and/or the Association, their agents or assigns responsible for project operation and maintenance, the full amount of such additional expense within thirty (30) days of receipt of an itemized bill therefore."

In this case, the Licensee is the City of Cedar Hills. Reclamation has determined that for the purposes of these license agreements, the PRCEP work falls within the scope and intent of the phrase "maintenance or repair".

After it was determined that the PRCEP enclosure material would be steel and the final design called for a pipe diameter of 126", many utilities fell within the space from which they would need to be relocated. The Cedar Hills sewer line in 4500 West is one of these utilities. Because this sewer line is in the United States-owned corridor and is there by virtue of a license agreement, it becomes subject to the relocation costs incurred.

The Association, along with other PRCEP participants, realized the effect these types of costs would have on the cities who have utilities crossing the canal. The City of Cedar Hills is experiencing the least impact of this project of the seven cities involved. Therefore, the PRCEP has offered to allow the cities three fiscal years to repay these extra costs. The total cost would be divided into four quarters. The cities would pay one quarter each year. The PRCEP would forgive the final quarter. It is expected that, as a minimum, each city would make a payment out of the current year, the year beginning on July 2012, and the year beginning July 2013. Further, the PRCEP has expressed willingness to forgive 25% of these utility relocation costs. Each city must approve and sign a utility relocation reimbursement agreement with the Association in order to qualify for these benefits. A copy of that agreement is attached under Tab 2.

Involvement of Cedar Hills City with the Planning of the PRCEP

Utah County and the seven cities through which the Canal passes have had a long interest in establishing a recreational trail along the Canal route. In the past the Association has resisted this because of the drowning hazard presented by the open canal. With the PRCEP planning beginning in earnest in 2000, trail discussions also began. Meetings were held periodically to discuss trail concepts and inform officials of the PRCEP planning progress. As PRCEP plans became more mature, the trail efforts increased. Under the direction of Utah County Commissioner, Larry Ellertson, more regular meetings were held beginning in 2004. These meetings usually held monthly, included representatives from each of the seven cities. During these meetings, attendees were informed of the planning and design progress for both the PRCEP and the trail. At the meeting held approximately September 2, 2009, the following table of information was given to the cities. An explanation of license agreements and the potential need for utility relocations was provided. The concept of a utility relocation agreement was introduced.

City	Total Projected Relocation Costs	Project 25% Payment	1st City Payment End of 2010	2nd City Payment End of 2011	3rd City Payment End of 2012
Orem	\$1,099,095	\$274,774	\$274,774	\$274,774	\$274,774
Lindon	\$455,630	\$113,908	\$113,908	\$113,908	\$113,908
Pleasant Grove	\$1,602,714	\$400,679	\$400,679	\$400,679	\$400,679
Cedar Hills	\$217,740	\$54,435	\$54,435	\$54,435	\$54,435
American Fork	\$326,892	\$81,723	\$81,723	\$81,723	\$81,723
Highland	\$410,470	\$102,618	\$102,618	\$102,618	\$102,618
Lehi	\$858,510	\$214,628	\$214,628	\$214,628	\$214,628
Total	\$4,971,051				

During subsequent meetings the cost estimates were updated as new information became available. The Association offered to make presentations to city councils to inform council members about the PRCEP, the trail and potential impacts to the city. Such presentations have been made to each city except Cedar Hills. The Association has also provided project tours to the city councils who desired them. These trail meetings continued on a quarterly or as needed basis as the work of the PRCEP and now the Murdock Canal Trail proceeds.

As the formal PRCEP design process unfolded, cities have been included in the process. Each city was given copies of the PRCEP design at 30%, 50%, 90% and 100%. City staff has been included in the design review for utilities, roads and other interfaces with each city. Designers have appeared on multiple occasions before various cities' Design Review Committees or Planning Commissions.

Timeline for the Sewer Line Relocation Work

The following timeline is provided as a summary of the events and work as it progressed. Supporting information is found in the spreadsheet(s) under Tab 3

1/14/10

- The contractor selected for the PRCEP project (Ames Construction Company referred hereafter as AMES) submitted a bid containing a lined item for the sewer relocation in 4500 West. That bid was based on the 30% information available at that time. The bids submitted on this basis provided a starting point for analysis of changing costs as new information was (literally in some cases) unearthed.

12/22/10

- AMES submitted design drawing for the relocation of 15-inch sewer at 4500 West. Design drawings forwarded to Cedar Hills and TSSD. AMES has decided to reroute the sewer out and around the outside of the existing bridge structure so that the bridge can be preserved and the 126" PRCEP pipe can be installed under bridge using rail system.

1/3/11

- PRCEP/TSSD returned redlines and comments to AMES for the submitted sewer relocation design.
- AMES crew mobilized at 4500 West.

1/4/11

- AMES submitted revised design drawing. Revised design forwarded to Cedar Hills, American Fork, TSSD and JWCD for their review.
- AMES submitted information for the proposed Parshall meter flume.
- AMES began work on 15-inch sewer main.

1/5/11

- Design issue raised by Cedar Hills: The angle of change in direction for the upstream (Cedar Hills) manhole cannot be smaller than 90 degrees.
- AMES/PSOMAS design drawing modified to achieve 90 degree angle.

Explanation of Costs for Sewer Line Relocation at 4500 West

February 29, 2012

Page 6

- Review comments for the meter flume returned to AMES. Comments are from both PRCEP and TSSD. TSSD indicated that the existing metering manhole would no longer be acceptable for future use. The original bid was based on the re-use of the metering manhole. New flume is to be a TSSD standard Parshall flume contained in a vault.
- AMES continues work on 15-inch sewer main.

1/6/11

- AMES submitted revised (2nd revision) design drawing which includes meter vault and Parshall flume. Drawing was forwarded to Cedar Hills, American Fork, TSSD and JWCD for their review.
- Bypass pumping setup completed at 4500 West.
- AMES continues work on 15-inch sewer main.

1/7/11

- AMES continued work on 15-inch Sewer.

1/10/11

- AMES continued work on 15-inch sewer.
- AMES Began tunneling under JA-4 and AA-3.

1/11/11

- AMES backfilled over 30-inch casing.

1/12/11

- Review comments on revised flume submittal returned to AMES.
- AMES install 15-inch sewer in 30-inch casing.
- AMES began construction of new cast-in-place sewer meter vault per TSSD standards.

1/13/11 through 1/17/11

- AMES continued work on 15-inch sewer.
- AMES formed and placed concrete floor for meter vault.

1/18/11

- AMES completed installation of 15-inch sewer main. Backfill over sewer main.
- AMES installed inside wall forms for Metering vault.

1/20/11

- AMES tied rebar for metering vault walls.

1/21/11

- AMES placed concrete walls for metering vault.

1/26/11

- AMES' sub Saw Jockey cored holes in upstream and downstream walls of meter vault in preparation for the install of the TSSD standard Parshall flume.

2/08/11

- AMES installed TSSD standard Parshall flume in meter vault.

2/09/11

- AMES placed grout around meter flume.
- AMES placed concrete lid on meter vault.

2/10/11

- AMES placed backfill around new meter vault.
- End of bypass pumping.

2/11/11

- AMES continued backfill around meter vault.

3/9/11

- Walkthrough of completed 4500 West sewer facilities. Punchlist compiled from items identified during walkthrough. Punchlist sent to AMES.

4/11/11

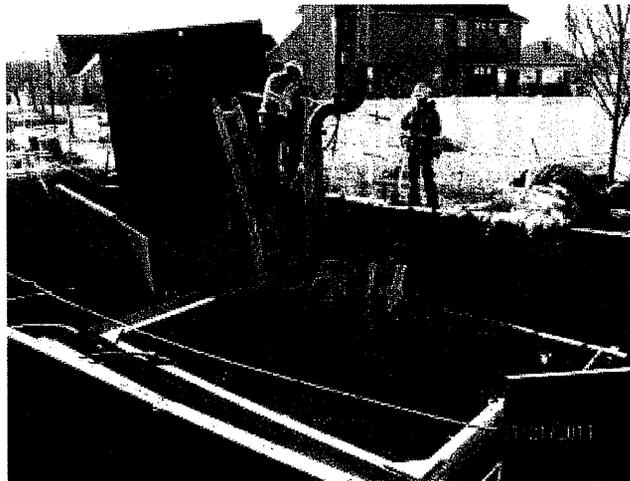
- TSSD sent email to AMES that meter instrumentation equipment must be installed as soon as possible.

4/13/11

- AMES received approval from TSSD for their plan and procedure to install meter instrumentation equipment.

Explanation of Sewer Line Relocation Costs

There has been a large variation in the amount of information known about any given utility that crosses the Canal. There is great disparity in the age and technology used for installation. There has been a range of information available about the exact location and construction of these utilities. The PRCEP design team spent many months researching these utilities both with respect to information available in various entities' records and by onsite exploration in an attempt to confirm what was actually there. Because of this variability, the design team adopted the following approach to utility relocations.



Each major utility was designed to a 30% completion. These 30% drawings were included in the bid documents. A separate line item bid was received for each of these utilities based on the 30% design. The contractor was expected to do further investigation and produce a final design for approval by the PRCEP Project Management Team and the affected utility owner, in

this case, each city. It was also expected that as a utility was fully excavated and new information obtained, additional changes could be required.

The 4500 West sewer line had a base bid of \$59,030 dated January 14, 2010 based on the 30% design. On February 11, 2010, that base bid was modified to \$60,134.65. The base bid assumed that the existing metering manhole could be reused in the new sewer line alignment.

As the planning continued and work began, American Fork City and TSSD became more involved in the future design itself. Input from American Fork affected the alignment and the length of the line itself. TSSD added a requirement for a new metering vault to be constructed to a higher standard than contemplated in the 30% design. The location of the metering vault was also changed. These kinds of things increased the costs for material, increased the time required to complete the work and increased the time required for bypass pumping of sewer effluent. The total cost for relocating that sewer line and adding a new metering vault is \$198,963

The PRCEP Project Management Team retained Brian Romrell, P.E., of Bowen Collins and Associates to help oversee and assure quality on these utility relocations. He has been involved with this work and considers the costs reflected in the spreadsheet (found under Tab 3) to be accurate and correct.

The Association, through the PRCEP Project Management Team, also retained the services of Duane Jensen, P.E., of Corolla Engineers, to analyze this work and the request for payments made by Ames Construction for the work. His study resulted in the approval of \$198,963 as being appropriate work either associated with the base bid or as extra costs correctly attributable to changes of other external influences. The requested costs that were denied are assumed to have arisen from the means and methods Ames chose to prosecute the work. The summary of his efforts is found on the spreadsheet under Tab 3.

This document was prepared by Steve Cain, the Facilities and Lands Manager for the Association, with the assistance and support of the two engineers referred to above.

Exhibits

Under Tab 1 - November 19, 1996 License Agreement 06-LM-41-07290

Under Tab 2 – Utility Relocation Reimbursement Agreement among the City and the Association

Under Tab 3 – Spreadsheet summary showing the basis for extra costs including amounts requested by contractor and those approved by the PRCEP

Under Tab 4 – Selected photographs of the work

Under Tab 5 – Drawings showing the original design and the revised (and installed) design

#278

Contract No. 6-LM-41-07290

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
PROVO RIVER PROJECT

LICENSE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND
CITY OF CEDAR HILLS

THIS LICENSE AGREEMENT, made this 19th day of NOV. 1996, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, acting by and through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as the "United States," represented by the officer executing this agreement, hereinafter referred to as the "Contracting Officer," and The City of Cedar Hills, hereinafter referred to as the "Licensee."

WITNESSETH THAT:

WHEREAS, the Licensee, at its sole cost and expense, proposes to cross the Provo Reservoir Canal, Provo River Project, State of Utah, hereinafter called the Project Works and the granting of a license to utilize a portion of the Project Works in a manner and at the location hereinafter described will not be incompatible with Project purposes;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the United States, to the extent of its interest in the Project Works, hereby grants to the Licensee, upon the terms hereinafter provided, a license for the following purposes and in the location described below:

- A. Purpose: To construct, operate and maintain a buried 15-inch sewer line
- B. Period: 50 years from date hereof.
- C. Location: (In terms of Project Works Centerline Stationing): Provo Reservoir Canal - approximate Station 600+65.
- D. Location (Legal Description): Section 7, Township 5 South, Range 2 East, Salt Lake Meridian.
- E. Plans, Drawing, or Maps (Attached Hereto and made a Part Hereof):
 Exhibit "B" - Sewer Line Plan and Profile
 Exhibit "C" - Provo Reservoir Canal Ownership Map
- F. Land Status:
 Fee Title or withdrawn
 Easement or Reserved Right-of-Way

1. WORK SATISFACTORY. The Licensee shall perform all work under this License Agreement in accordance with the plans, drawings, or maps attached hereto and in a manner satisfactory to the United States and the Provo River Water Users Association hereinafter called the Association.

2. RIGHTS RESERVED. This License Agreement and all rights hereunder shall be held by the Licensee at all times subject to the rights of the United States and the Association. Jurisdiction and supervision of the United States over the concerned lands are not surrendered or subordinated by issuance of this License Agreement. The United States reserves the right to issue additional licenses, rights-of-way, or permits for compatible uses of the lands involved in the License Agreement; provided, however, any such license, right-of-way, or permit shall be conditioned on such licensee, grantee, or permittee paying Licensee's expenses to relocate the Sewerline as may be required for such compatible use. There is also reserved the right of the United States, its officers, agents, employees, licensees, and permittees, and the right of the Association, its officers, agents, employees, and assigns, at all proper times and places freely to have ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

3. HOLD HARMLESS.

A. The United States and the Association their officers, agents, employees, and assigns do not assume any liability resulting from the granting of this license or the exercise thereof and licensee agrees to indemnify and hold the United States and the Association, their officers, agents, employees, and assigns harmless for injury or damage to any persons or property that may result from the exercise of any of the privileges herein conferred or the work performed.

B. The Licensee further agrees that the United States and the Association, their officers, agents, employees, and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights herein reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this License Agreement.

4. RELEASE FROM LIABILITY. The Licensee hereby releases the United States and the Association, their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project Works upon said lands, provided that nothing in this License Agreement shall be construed as releasing the United States or the Association, from liability for their own negligence.

5. EXTRAORDINARY MAINTENANCE OR REPAIR COSTS. The Licensee agrees that if the maintenance or repair of any or all project structures and facilities located on such lands should be made more expensive by reason of the existence of improvements or works of the Licensee thereon, Licensee will pay to the United States and/or the Association, their agents or assigns responsible for Project operation and maintenance, the full amount of such additional expense within thirty (30) days of receipt of an itemized bill therefore.

6. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States and the Association from and against any action which challenges the Licensee's use of Project right-of-way or facilities under this License Agreement, provided the United States or the Association promptly tenders such defense prior to the time an answer is due in the proceedings.

7. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with due care to avoid damage to or obstruction of the Provo River Canal or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

8. TERM OF LICENSE - TERMINATION. The United States, at its option, may terminate this License Agreement for nonuse of the licensed lands by the Licensee for a period of two (2) continuous years. In any event this license shall expire by limitation at the end of the period recited in Article B on Page 1. All rights granted to the licensee under this License Agreement are subject to termination upon failure of Licensee to comply with the terms of this License Agreement.

9. REMOVAL OF FACILITIES. The United States, its agents or assigns, will determine if the Licensee's facilities will be removed upon termination. If the United States, its agents or assigns, determines that the facility shall be removed, removal will be made within thirty (30) days after termination, and the site will be restored as nearly as practicable to its original condition. Removal of the facilities and restoration of the site will be at the sole expense of the licensee.

10. ASSIGNMENT OR TRANSFER. This license shall not be assigned or transferred by the Licensee without the prior written consent of the United States and the Association.

11. SUCCESSORS IN INTEREST OBLIGATED. This License Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

13. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this License Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this License Agreement without liability or in its discretion to require the Licensee to pay, in addition to the License Agreement consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14. OFFICIALS NOT TO BENEFIT. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this License Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this License Agreement if made with a corporation or company for its general benefit.

15. ENVIRONMENTAL COMPLIANCE. The Licensee agrees to abide by all applicable Federal, State, and local laws and regulations pertaining to pollution control and environmental protection.

16. LANDSCAPE PRESERVATION AND NATURAL BEAUTY.

A. The Licensee shall exercise care to preserve the natural landscape and shall conduct its construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage which may be caused by the Licensee's construction operations and

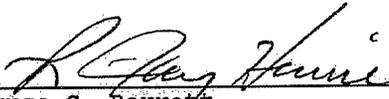
equipment. Movement of crews and equipment within the rights-of-way and over routes provided for access to the work shall be performed in a manner to prevent damage to grazing land, crops, or property.

B. Upon completion of the work, the construction site shall be smoothed and graded in a manner to conform to the natural topography of the landscape and shall be repaired, replanted, reseeded, or otherwise corrected as directed by the Contracting Officer at the Licensee's expense.

17. SPECIAL PROVISIONS. The Special Provisions, attached hereto, are hereby made a part of this License Agreement the same as if they had been expressly set forth herein. See Exhibit "A" for Protection Criteria.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA



Bruce C. Barrett
Area Manager
Provo Area Office
Upper Colorado Region
Bureau of Reclamation

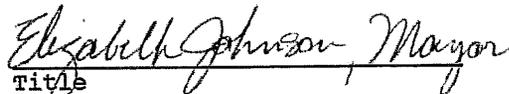
APPROVED:

PROVO RIVER WATER USERS ASSOCIATION

CITY OF CEDAR HILLS

By: 

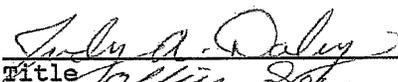
Title SECRETARY

By: 

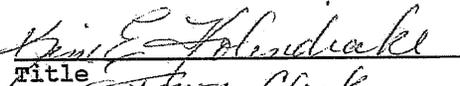
Title Mayor

ATTEST:

ATTEST:

By: 

Title Office Sec.

By: 

Title Town Clerk

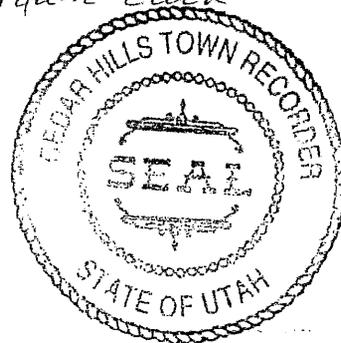
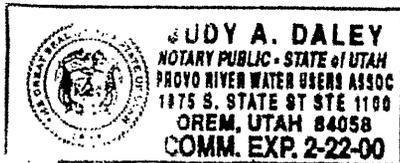


Exhibit "A"

PROTECTION CRITERIA

A. Surface structures that generally will be allowed to be constructed within United States rights-of-way include asphalt roadways, parking lots, curbs and gutters and sidewalks, drainage channels, walkways, driveways, patios, tennis courts, overhead power and telephone lines, excepting their supporting poles, fences with gated openings (no masonry block walls), and similar surface and overhead structures. However, where United States system pipe having an "A" cover designation is involved, the special requirements for roadways, parking lots and driveways crossing over the pipe shall be obtained from the United States for the maximum allowable external loading. However, it is understood that all surface structures shall be analyzed and considered on an individual basis.

B. Structures that may not be constructed in, on, or along United States rights-of-way include buildings, garages, carports, trailers, swimming pools, or other permanent structures as designated by the United States.

C. No trees, vines, or deep-rooted plants will be allowed within fifteen (15) feet from each side of United States pipe conveyance systems.

D. All temporary or permanent changes in ground surfaces within United States rights-of-way are to be considered to be encroaching structures and must be handled as such. Earthfills and cuts on adjacent property shall not encroach onto United States rights-of-way without prior approval by the United States.

E. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way. Small transverse drainage channels may be unlined; however, major transverse drainage channels must be concrete lined or protected by adequately sized riprap for a distance of at least twenty (20) feet normal to the centerline on each side of the facility or within the right-of-way, whichever is less.

F. Prior to construction of any structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of water users or United States.

G. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroaching and the structure previously approved and construct the improvements strictly in accordance with approved plans or specifications.

H. The ground surfaces within United States rights-of-way must be restored to a condition equal to that which existed before the encroachment work began or as shown on the approved plans or specifications.

I. The owner of newly constructed facilities that encroach on United States rights-of-way shall notify the District or Association and/or the United States upon completion of construction and shall provide the District or Association with one copy and the United States with two copies of as-built drawings showing actual improvements in, on, or along the rights-of-way.

J. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the District or Association at least ten (10) days notice in writing before entering upon United States rights-of-way for

the purpose of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.

K. If unusual conditions are proposed for the encroaching structure or unusual field conditions within United States rights-of-way are encountered, the United States reserves the right to impose more stringent criteria than those prescribed herein.

L. All backfill material within United States rights-of-way shall be compacted to 95 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within (six) 6 inches of the projects works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the project works or within 18 inches horizontally of the projects works.

M. That the backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 95 percent maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

N. Any encroaching structure below ground level shall be accompanied with warning tape. This tape shall be located 12 inches above the structure and extend from right-of-way to right-of-way. If the encroaching structure is nonmetallic, the warning tape must include a metallic strip.

O. Owners of encroaching facilities shall notify the United States and the District or Association at least seventy-two (72) hours in advance of commencing construction to permit inspection by the United States and the Association.

P. No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous materials.

Q. Utility pipe crossings of Reclamation pipelines must be approved on an individual basis. Metal pipes which do not have a dielectric coating will require a polyethylene plastic wrap for corrosion protection of Reclamation's pipeline by induced current from utility crossings.

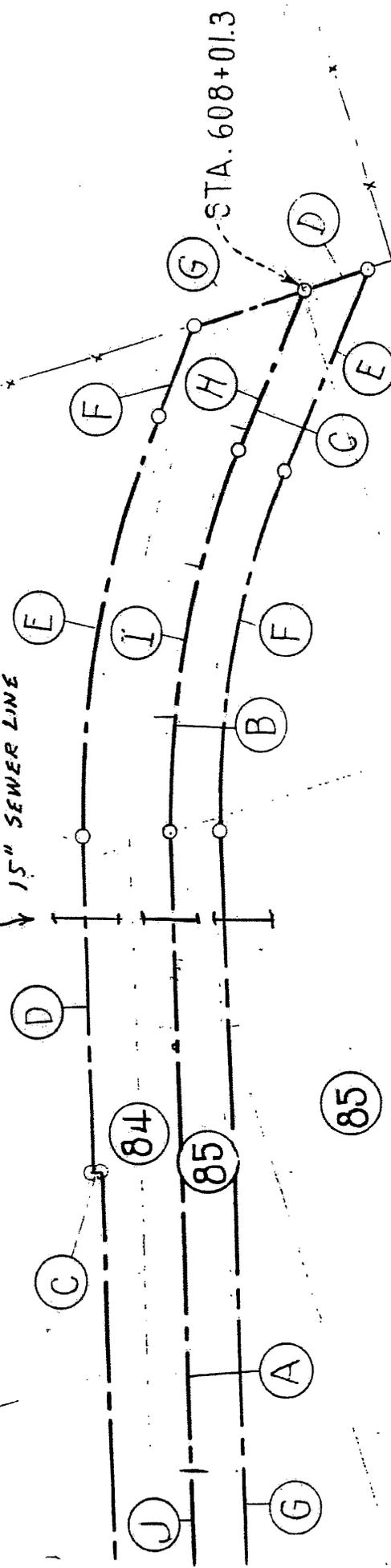
R. The 15-inch sanitary sewer line that crosses under the Provo Reservoir Canal must be placed in a carrier pipe a minimum of Fifty (50) feet each side of canal centerline.

S. For all utility crossings, a permanent placard shall be placed at each point that the utility enters or exists the right-of-way of the United States. This placard shall identify the type of utility located below it, the name of the utility company and a telephone number where the utility company can be reached.

ADULPHUS P. WARNICK

84

STA. 600+65 ±
CITY OF CEDAR HILLS
15" SEWER LINE



A. EDITH MONSON

85

TRACT 85

COURSE	BEARING	RADIUS	LENGTH
A	N75°06½'W		913.8'
B		600.0'	259.0'
C	N50°22½'W		115.8'
D	N0°00'W		45.4'
E	S50°22½'E		144.8'
F		565.0'	243.9'
G	S75°06½'E		904.5'
H	S0°00'E		36.2'

NGTH	56.9'
	680.3'
	5.0'
	226.5'
	284.9'
	66.1'
	77.9'
	115.8'
	2590'
	892.2'

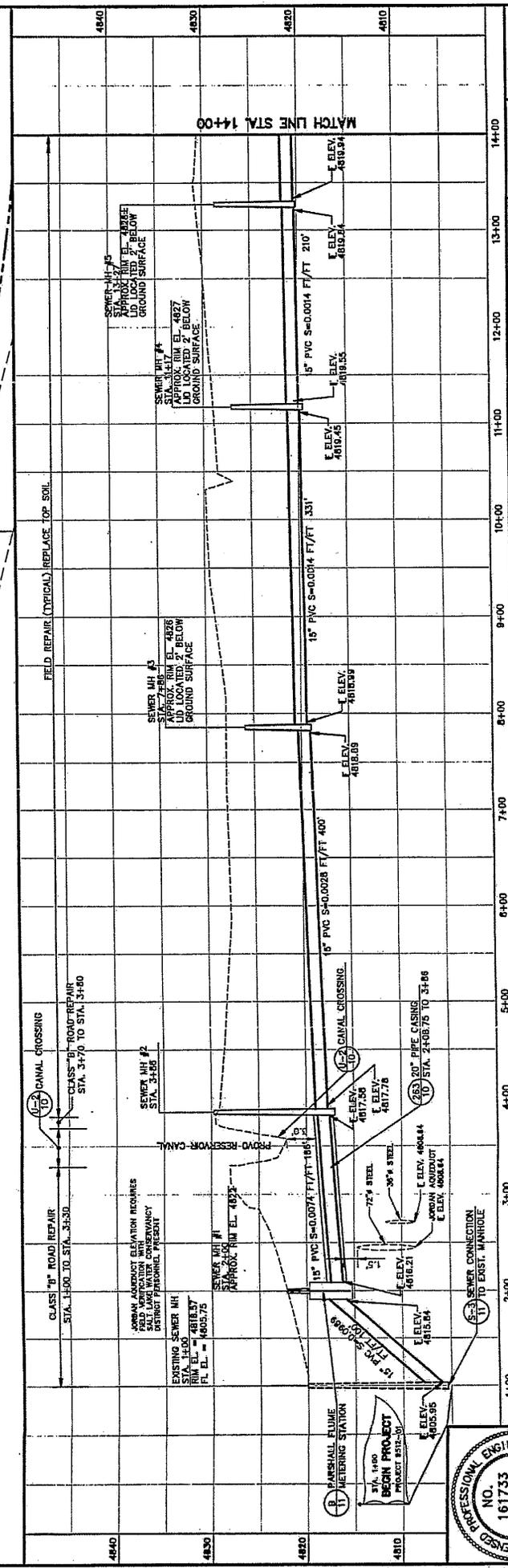
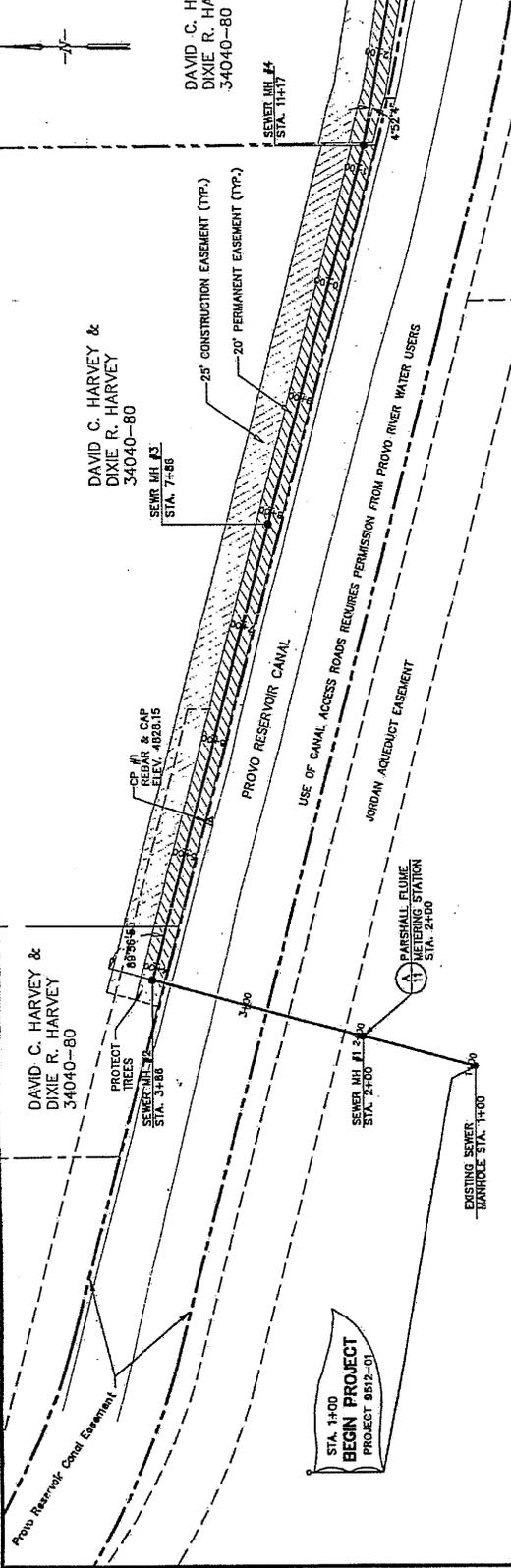
Fee Title
Easement

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
PROVO RIVER PROJECT - UTAH
PROVO RESERVOIR CANAL
RIGHT OF WAY PLAT

DRAWN: R.L.G. SUBMITTED: *R. L. G.*
TRACED: W.F.G. RECOMMENDED
CHECKED: *[Signature]* APPROVED: **EXHIBIT C**

7.3-R-17 PROVO, UTAH. NOV. 24, 1943

RECEIVED
OCT 15 1996



DESIGNED	JES	DATE	7/96
DRAWN	REG	DATE	7/96
CHECKED	REG	DATE	7/96
REV.		DATE	

SCALE	1" = 100'
PROJECT	9512-01

PLAN & PROFILE	
STA. 1+00 TO STA. 14+00	

JORDAN-AQUEDUCT SEWER LINE	
CITY OF CEDAR HILLS	

HORROCKS ENGINEERS	
ONE WEST PARK UT 61003 (801) 755-7638	

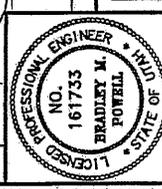


EXHIBIT B

RECEIVED
 OCT 15 1996

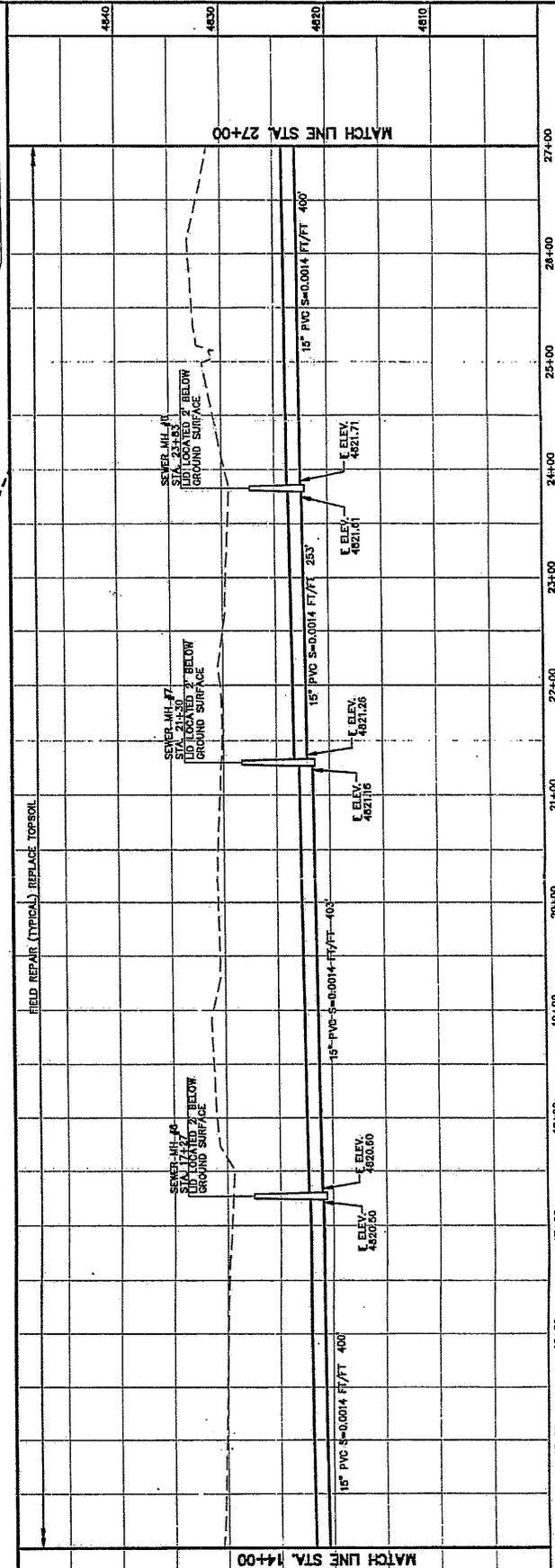
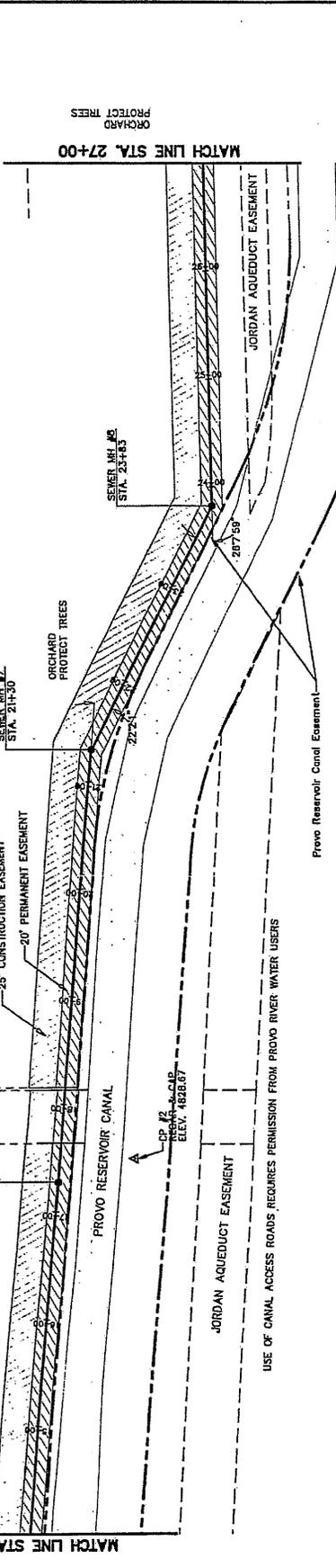


DAVID C. HARVEY &
 DIXIE R. HARVEY
 34040-80

DAVID C. HARVEY &
 DIXIE R. HARVEY
 34040-80

DAVID C. HARVEY &
 DIXIE R. HARVEY
 34040-80

MATCH LINE STA. 14+00



14+00	15+00	16+00	17+00	18+00	19+00	20+00	21+00	22+00	23+00	24+00	25+00	26+00	27+00
FIELD REPAIR (TYPICAL), REPLACE TOPSOIL													

HORROCKS
 ENGINEERS

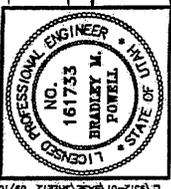
ONE WEST MAIN
 AMERICAN FORK, UT 84003
 (801) 735-7828

CITY OF CEDAR HILLS

JORDAN-AQUEDUCT SEWER LINE

PLAN & PROFILE
 STA. 14+00 TO STA. 27+00

EXHIBIT B





Provo River Water Users Association
285 W 1100 N
Pleasant Grove, UT 84062
Phone 801-796-8770 Fax 801.796.8771

DATE: February 27, 2012
INVOICE # 408
FOR: *Utility Relocation
Reimbursement*

Bill To:
Mayor Eric Richardson
Cedar Hills City
3925 West Cedar Hills Dr.
Cedar Hills, UT 84062

INVOICE

DESCRIPTION	AMOUNT	
Total estimated cost to relocate Cedar Hills City-owned utilities per Exhibit A	\$198,963	
25% paid by PRCE Project	\$49,741	
75% to be paid by Cedar Hills City	\$149,222	
1/3 of 75% due now but not after March 31, 2012	\$49,741	\$49,741
Remaining balance payable in July 2012 and July 2013	\$99,482	
	TOTAL DUE	\$ 49,741

Make check payable to Provo River Water Users Association
Contact Steve Cain at 801-372-2959, or shc@prwua.org for questions concerning this invoice,

THANK YOU

AGREEMENT TERMS AND CONDITIONS

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and the City hereby agree as follows:

SECTION 1. Design of City Utilities – The Association has engaged CH2MHill to provide all of the design engineering work for the Enclosure Project, including all design work associated with the removal, reconstruction and relocation of the City Utilities. The City agrees to fully cooperate with CH2MHill in connection with all design work required for the City Utilities, including providing to CH2MHill upon request all information regarding location, condition, capacity and specifications of the existing City Utilities. The Association shall cause CH2MHill to fully cooperate with the City in connection with the design of the City Utilities, to provide the City with sufficient advance notice of the completion deadline for such design, and to incorporate, to the extent reasonably feasible, any design specifications required by the City.

SECTION 2. Construction of the City Utilities. (a) The Association has entered into a contract with Ames Construction, Inc. (the “Contractor”) to do all of the construction work for the Enclosure Project. Pursuant to its construction contract with the Association, the Contractor shall provide all of the removal, reconstruction and relocation work associated with the City Utilities (the “City Utility Work”). A summary of the City Utility Work currently anticipated to be performed in connection with the Enclosure Project is attached hereto as Exhibit A. The Contractor shall obtain any and all City permits required in connection with the Enclosure Project, including the City Utility Work, and shall comply with all applicable City ordinances relating to the Enclosure Project and the City Utility Work. The City shall cooperate with the Contractor and shall expedite, where reasonably feasible, the processing and issuance of any required permits so as not to delay the Enclosure Project, including the City Utility Work. The City may, at its discretion and expense, provide inspection or testing of the City Utility Work to assure the work meets the standards set by the City. The Association shall cause the Contractor to notify the City not less than ten (10) calendar days in advance of any scheduled, temporary interruptions of the City Utilities. The Association and its respective officers, trustees, employees, agents and contractors shall have no liability for any damage to, or interference with, the City’s works or improvements as a result of the exercise by the Association of any of its rights under this Agreement. The Association agrees to assign to the City any warranties for the City Utility Work.

(b) The sequencing of staging and construction for the Enclosure Project is the sole responsibility of the Contractor. The Contractor is entitled to an early completion bonus, and is subject to damages for late completion, pursuant to the terms of the construction contract. It is imperative that the City Utility Work not delay the Contractor. The City agrees to respond to all requests for information, issue all permits, conduct any required inspections, and otherwise perform any and all tasks associated with the City Utility Work in a prompt, timely and

professional manner so as not to delay CH2MHill in the design of the City Utilities or the Contractor in the performance of the City Utility Work.

SECTION 3. Traffic Control and Public Information. The Association shall cause the Contractor to work with the City to identify, address and mitigate all construction related issues arising within the City as a result of the Enclosure Project and the City Utility Work, including signage, notification of road closures and City Utility interruptions, access to businesses during construction, and similar issues. The Contractor shall be required to provide and designate a full-time Utility Relocation Manager and a Public Information Manager. The duties anticipated for these positions are attached hereto as Exhibit B.

SECTION 4. Payment of Utility Relocation Costs. (a) The Association's current estimate of the costs and expenses associated with the City Utility Work (the "Utility Costs") is set forth on Exhibit A attached hereto. This estimate includes all costs and expenses associated with the City Utility Work identified in Exhibit A, including design costs. The Association and the other financial participants in the Enclosure Project shall pay, collectively, twenty-five percent (25%) of the Utility Costs. The City agrees to pay for the remaining seventy-five (75%) percent of the Utility Costs. The estimate of Utility Costs set forth in Exhibit A is for informational and budgeting purposes only, and may be more or less than the actual Utility Costs. The payment obligation of the City shall be based on actual Utility Costs incurred, and shall not be limited to the estimate set forth on Exhibit A. The Association and the other financial participants in the Enclosure Project shall advance to the Contractor, CH2MHill and any other contractors or consultants performing work or services related to the Utility Work the City's portion of the Utility Costs as the same become due and payable. The City shall reimburse such advanced funds to the Association in three approximately equal annual payments, in the amounts calculated by the Association based on the estimates contained in Exhibit A and invoiced to the City, payable on execution of this agreement but not later than March 31, 2012, July 10, 2012, and July 10, 2013. Near the end of the Enclosure Project, at the time of substantial completion of the work, the Parties shall have an accounting of the Utility Costs and shall identify any Utility Work that remains to be accomplished. The last payment by the City shall be adjusted to account for any over- or under- payments made by the City.

(b) The estimated Utility Costs set forth in Exhibit A are based on the replacement of existing capacity and functionality of the City Utilities. In the event the City desires to increase the capacity or functionality of any of the City Utilities beyond their existing capacity and functionality, the incremental cost of such increase shall be the sole responsibility of the City, to be paid by the City in installments as provided above.

(c) The payment obligation of the City hereunder shall not be construed as a general obligation or debt of the City, but shall instead be payable solely from the City's revenues from the operation of its utility works.

SECTION 5. Other Work. Except as provided herein, all other work in connection with the Enclosure Project involving City facilities, such as road crossings, and bridge demolition and the like, shall be performed by the Contractor at the cost and expense of the Enclosure Project.

SECTION 6. License Agreements. Following completion of the City Utilities, the City shall, at the request of the Association, approve, execute and deliver one or more new license agreements, authorizing the City to occupy identified portions of the PRC corridor for the construction, installation, operation, maintenance, inspection, repair and replacement of the City Utilities affected by the Enclosure Project. Such license agreements shall be in a form acceptable to the Association, and shall provide, among other things, (i) that the City Utilities are and shall be the property of the City, (ii) that the City shall, at its sole cost and expense, maintain, repair and operate such City Utilities in a functional, safe and clean condition, (iii) that such City Utilities shall not interfere in any way with the operation, maintenance and repair of the enclosed PRC or the recreational trail to be constructed and operated within the PRC corridor, (iv) that any and all rights of the City under the terms of such licenses shall be subject and subordinate to the rights of the Association to enjoy, use, operate, repair, reconstruct, maintain, improve or modify the PRC and PRC related lands, works, improvements, equipment and/or facilities, and to the rights of Jordan Valley Water Conservancy District, Metropolitan Water District of Salt Lake & Sandy and Central Utah Water Conservancy District to use the PRC corridor for water conveyance facilities, (v) that the City shall pay any costs incurred by the Association in the future caused by the presence of such City Utilities within the PRC corridor, and (vi) that the Association may issue additional licenses or permits for uses of the PRC related lands or interests in lands.

SECTION 8. Compliance with Applicable Law. The Association reserves all rights that are or may become reasonable and necessary for the Association to comply with applicable federal, state and local law and/or their respective contractual obligations as the same may from time to time arise or change.

SECTION 9. Miscellaneous.

a. Authority. The person(s) signing on behalf of the Parties represent and warrant that they have been duly authorized by resolution of the governing body or board of their respective party to execute this Agreement on behalf of the Party they represent.

b. Notice. Any notice required by this Agreement shall be deemed given when mailed or delivered to:

Provo River Water Users Association
Attn: General Manager
285 West 1100 North
Pleasant Grove, Utah 84062

Cedar Hills City
Attn: _____

Each party may change the designation of the addressee or the address for that Party to receive notice by sending written notice of the change.

c. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the Enclosure Project.

d. Alteration/Amendment. This Agreement cannot be altered except through a written instrument signed by both Parties.

e. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement, even though the parties do not sign the same counterpart. A signature sent by fax or e-mail .pdf shall be the same as if it were an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

PROVO RIVER WATER USERS ASSOCIATION

By: _____
Michael L. Wilson,
President

By: _____
G. Keith Denos
Secretary-Treasurer

CEDAR HILLS CITY

Mayor

EXHIBIT A

Summary of anticipated City Utility Work and estimate of Utility Costs

EXHIBIT A

Provo Reservoir Canal Enclosure Project

Utility Relocation Costs for Cedar Hills City

<u>Owner</u>	<u>Type</u>	<u>Size</u>	<u>Casing</u>	<u>Sta.</u>	<u>Location</u>	<u>Bid Cost</u>	<u>License found #</u>	<u>USBR Contract No.</u>	<u>LA Execution Date</u>	<u>LA Expiration Date</u>	<u>DTL DWG</u>	<u>Final Cost</u>	<u>Notes</u>
Cedar Hills	SSS	15	30	601+44	4500 W	\$ 60,134.65	239	06-LM-41-07290	11/19/1996	11/19/2046	90-UR-42	\$198,963	Relocated - Required a new measuring structure per TSSD

Total Utility Relocation Costs

\$198,963

Total	PRCEP Pay	Due Now	July 2012 Pay	July 2013 Pay
\$198,963	\$49,741	\$49,741	\$49,741	\$49,741

EXHIBIT B

Duties of Utility Relocation Manager and a Public Information Manager

Summary of Costs

4500 West Sewer Relocation
1-3-2011 TO 4-13-2011

PROVO RESERVOIR CANAL ENCLOSURE PROJECT

4500 West 15" Sewer Relocation (SUMMARY) Revised 2-6-2012 DRJ - with time sheets from Ames received on 2-6-2012. 01/27/2-12

Day of Activity	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total Hrs
Day of Wk	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Tue	Wed	Thur	Fri	Sat	
Date	16-Jan	17-Jan	18-Jan	19-Jan	20-Jan	21-Jan	22-Jan	23-Jan	24-Jan	25-Jan	26-Jan	27-Jan	8-Feb	9-Feb	10-Feb	11-Feb	16-Feb	

	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total Value
Labor	\$ 835	\$ 7,382	\$ 3,858	\$ 1,706	\$ 4,806	\$ 3,159	\$ 785	\$ 6,241	\$ 2,411	\$ 474	\$ 2,876	\$ 3,539	\$ 2,431	\$ 290	\$ 1,496	\$ 1,247	\$ 641	\$ 103,927
Equipment	\$ 95	\$ 1,435	\$ 1,553	\$ 213	\$ 1,122	\$ 367	\$ 166	\$ 749	\$ 213	\$ -	\$ 1,145	\$ 1,970	\$ 1,183	\$ 302	\$ 201	\$ 864	\$ 71	\$ 45,458
Traffic	\$ 578	\$ 578	\$ 578	\$ 578	\$ 578	\$ 578	\$ 578	\$ 578	\$ 578	\$ 578	\$ 578	\$ 578	\$ 578	\$ 578	\$ 578	\$ 578	\$ 578	\$ 17,340
Total	\$ 1,508	\$ 9,395	\$ 5,990	\$ 2,497	\$ 6,507	\$ 4,104	\$ 1,528	\$ 7,567	\$ 3,202	\$ 1,052	\$ 4,600	\$ 6,087	\$ 4,192	\$ 1,170	\$ 2,275	\$ 2,690	\$ 1,290	\$ 166,726

Daily Activities: Meter Station (shown RED) Sewer (shown Black)

Previous days' work entirely on sewer

Sunday, no inspection coverage. Work continued. May have placed from and rebar for floor.	Back filled south end, Form Removal	15-inch sewer line installation completed. All work done, except Meter St. Off-site form work for meter sta.	Crews snowed out, but min time on job, 2 hrs.	Carpenter Crew worked placing forms	Carpenter crew worked of forms for TSSD, 24 CY Concrete Placed in Structure	No work coverage by inspection team, work?	No work Coverage, and no Work by Ames	Carpenter crew dry packing and finishing. Crew removed 12-inch bypass, not being used	Carpenter Crew Cleaned up area	Sawing holes in Structure so Flume could be installed.	No work on 4500 W, Except Jaun Sanchez on Cleanup	Parshall Flume was set and leveled and grouted. Flume in designed Structure would take some effort.	Flume Grouted and Roof Set on Top	Backfilled around Flume structure and dry packing. Removal of Pumps	Fill around meter Structure	Top cap and gravel over meter station.		
100%	50%	100%	100%	100%	100%	100%	0%	100%	100%	100%	13%	75%	100%	100%	100%	100%		
1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			
1	1	1	1	1	1	1	1	1	1	0.75	0.75	0.75	0.75	0.75	0.75			
\$ 1,508	\$ 4,698	\$ 5,990	\$ 2,497	\$ 6,507	\$ 4,104	\$ 1,528	\$ -	\$ 3,202	\$ 1,052	\$ 4,600	\$ 791	\$ 3,144	\$ 1,170	\$ 2,275	\$ 2,690	\$ 1,290		
\$ 4,439	\$ 4,439	\$ 4,439	\$ 4,439	\$ 4,439	\$ 4,439	\$ 4,439	\$ 4,439	\$ 4,439	\$ 4,439	\$ 3,329	\$ 3,329	\$ 3,329	\$ 3,329	\$ 3,329	\$ 3,329			

% of Work Extra
Rain for Rent Pumps on Site
rain for Rent Pumps Used
Labor and Eq. for Meter Sta.
Pumping Costs

Extra Work as Requested by Ames

10-day pumping	\$ 44,385.11	
Asphalt	\$ 1,163.58	
Concrete	\$ 560.00	
	\$ 57,269.43	
Total Cost W/O Markup	\$ 223,995.13	
Sub Total Extra Work	\$ 89,019.95	9.5 Days
Sub Total Extra Work & Materials	\$ 122,837.18	
Sub Total Extra Traffic Control	\$ 12,138.00	
OH&P for Extra Work & Materials (15%)	\$ 18,425.58	
OH&P for Traffic Control (5%)	\$ 606.90	
	\$ 89,019.95	
Extra Work Payment Requested by Ames	\$ 154,007.66	

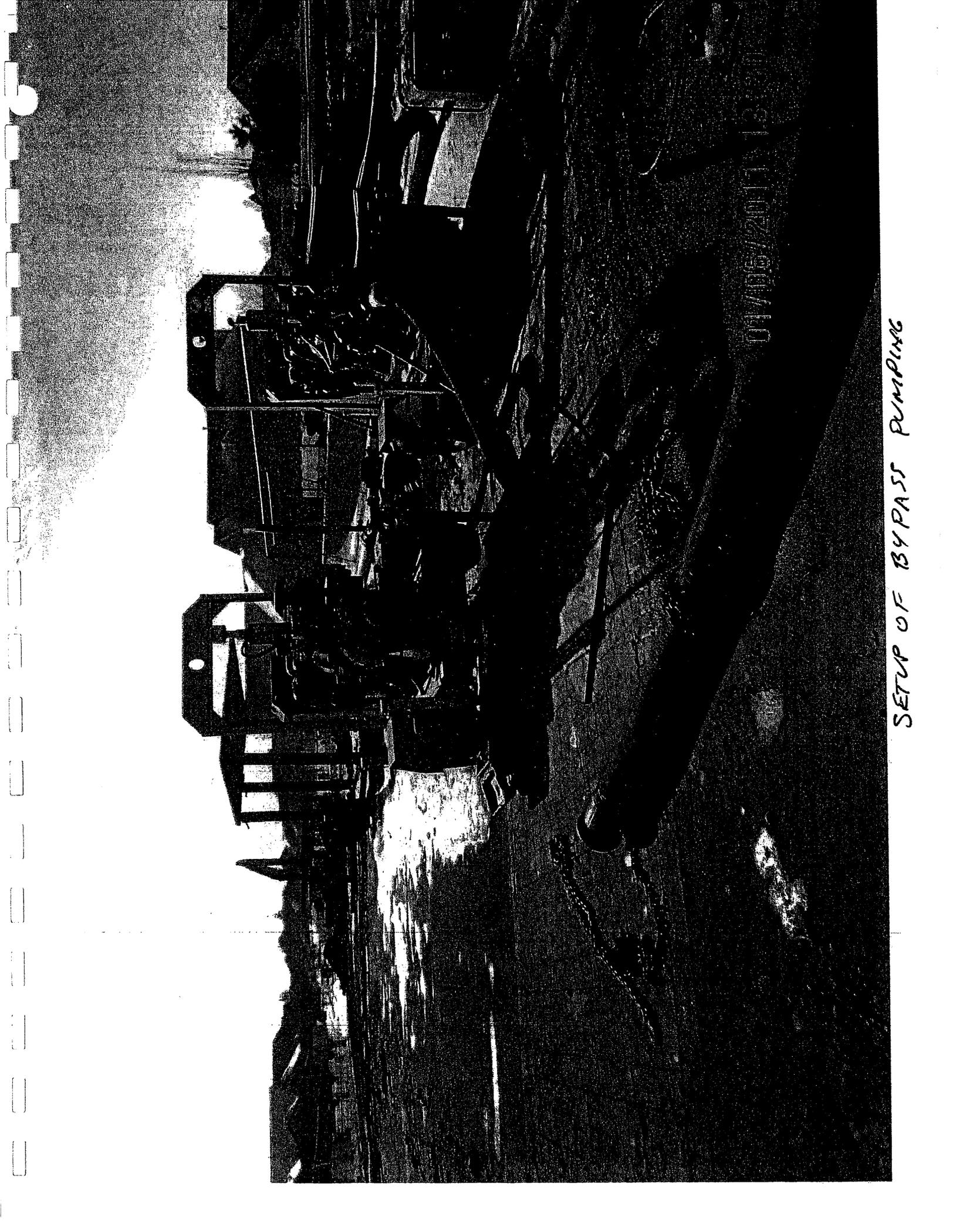
Extra Work as Approved by PRCEP

	\$ 47,046
	\$ 59,920
Labor, eq, & traffic control	\$ 106,966
Materials	
Flume	\$ 11,161
Asphalt	\$ 1,164
Concrete	\$ 560
Total Materials	\$ 12,885
Subtotal	\$ 119,851
15% Overhead and Profit	\$ 17,978
Extra Work Total	\$ 137,828

Payment Approved By PRCEP

Base Bid	\$61,135
Extra Work Approved	\$137,828
Total Approved & Invoiced	\$198,963

Bid Item Amount without Timpanogos Metering Structure	\$ 61,135
Total Requested	\$ 215,142.31



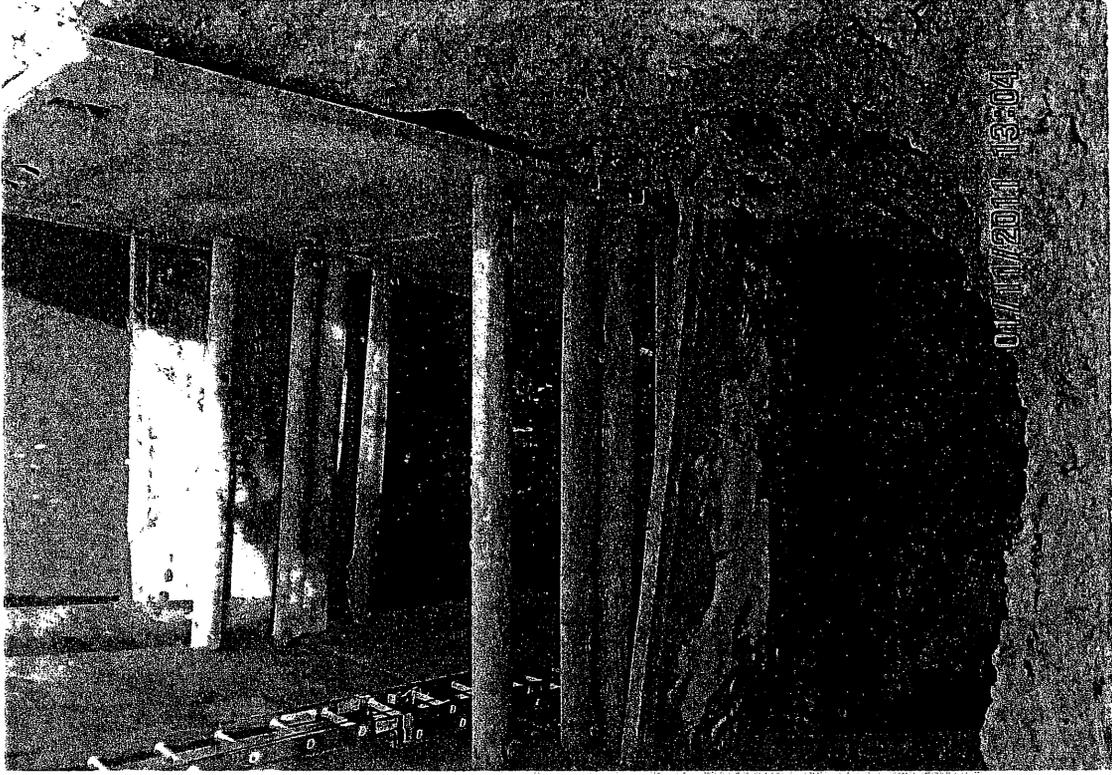
01/10/2011 13:50

SETUP OF BYPASS PUMPING



IRENAH CAN 15" SEWER

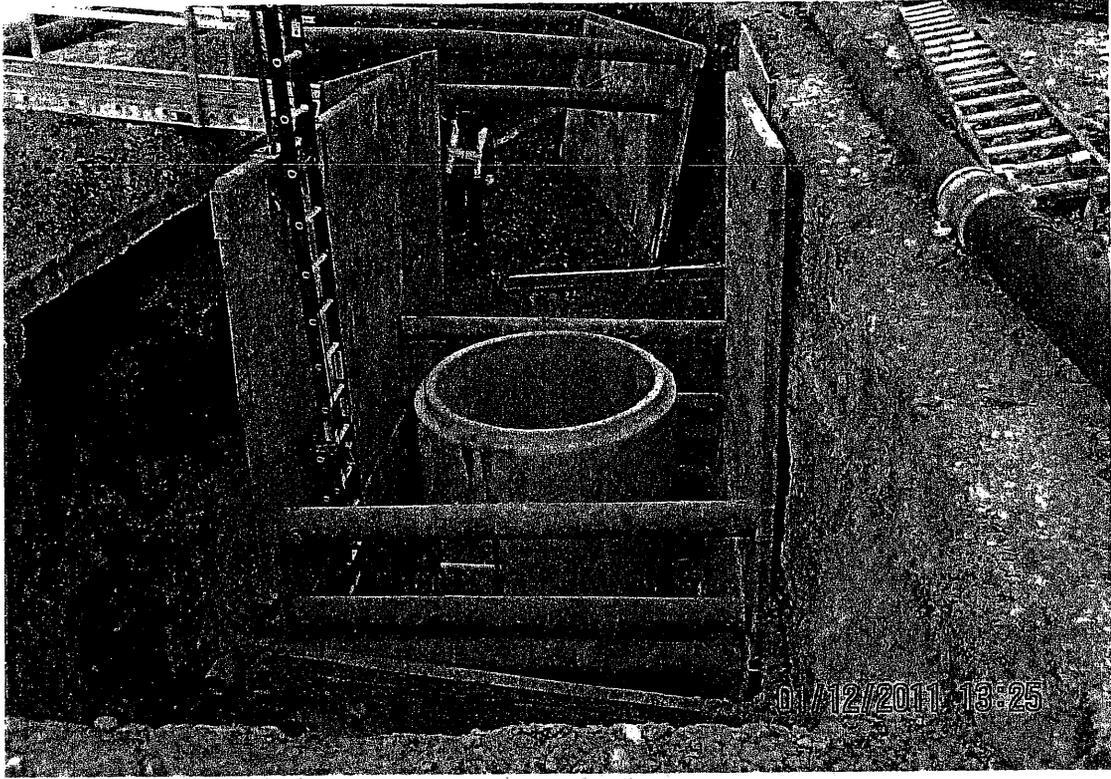
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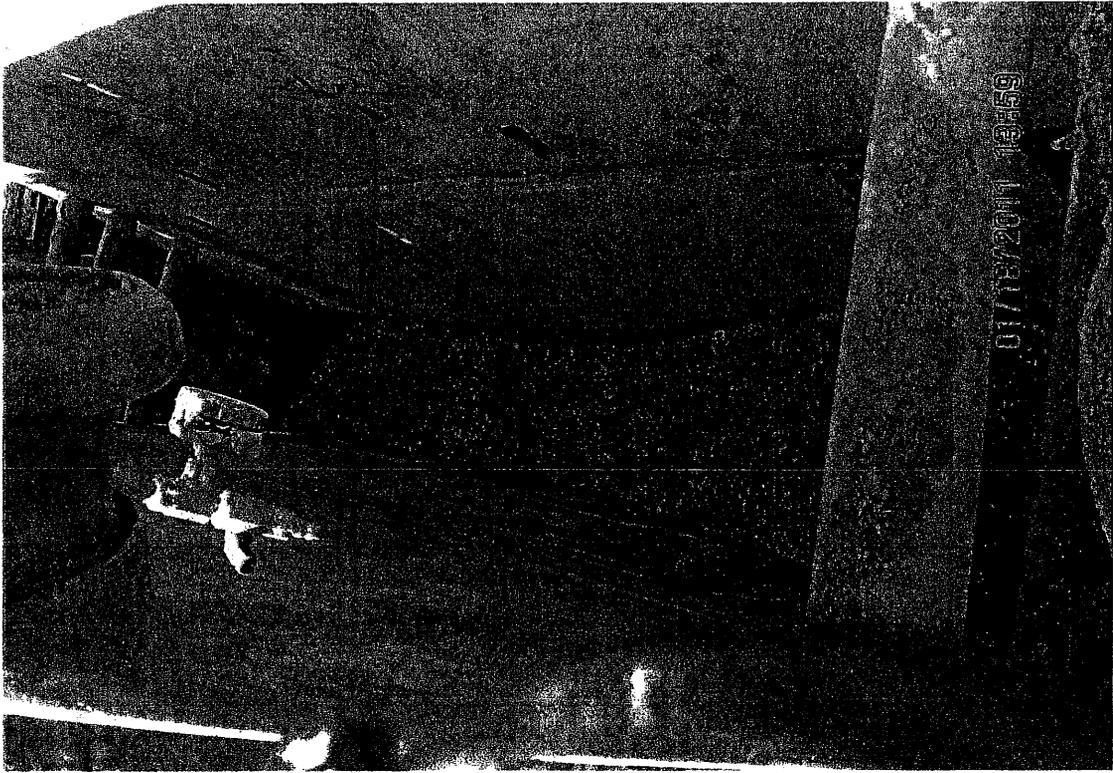
HAND EXCAVATION UNDER
JORDAN AQUADUCT



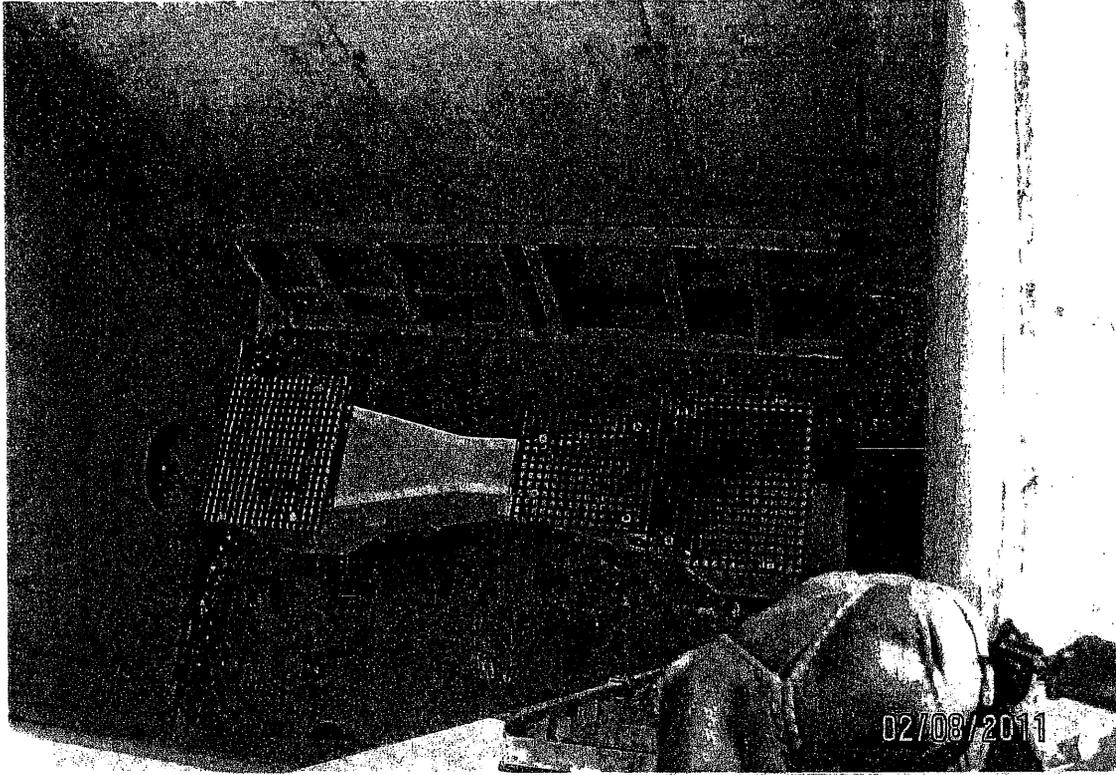
SEWER TRENCH



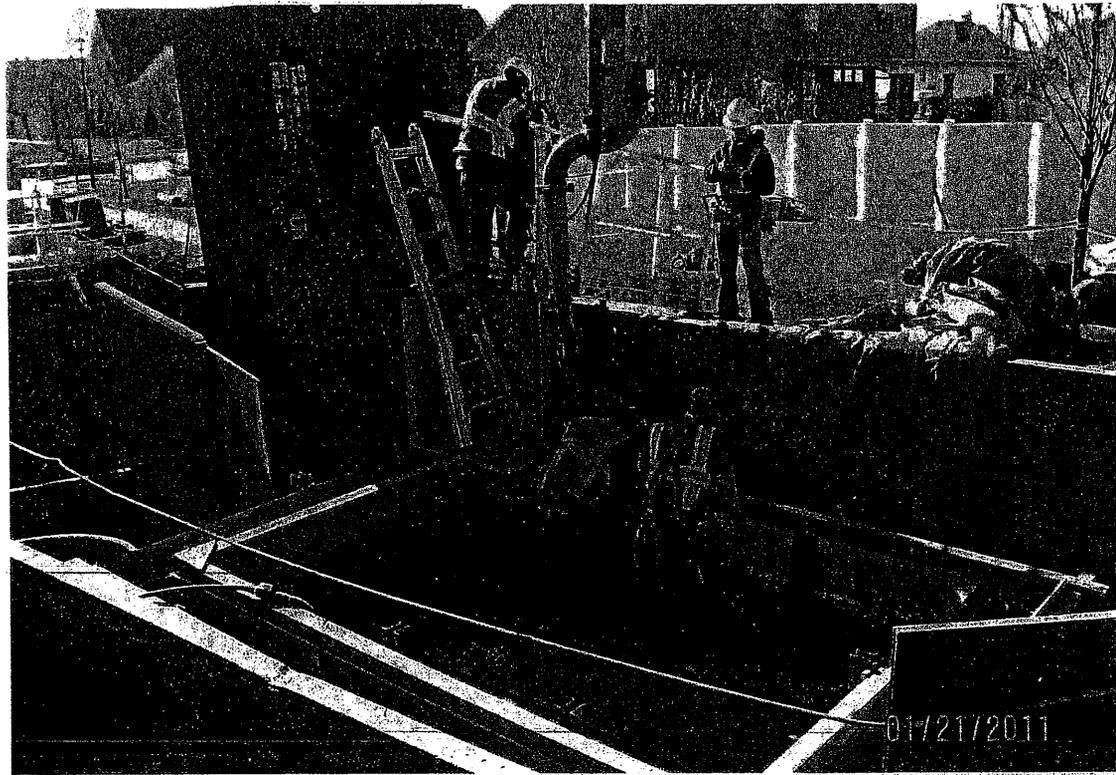
INSTALLATION OF MANHOLE



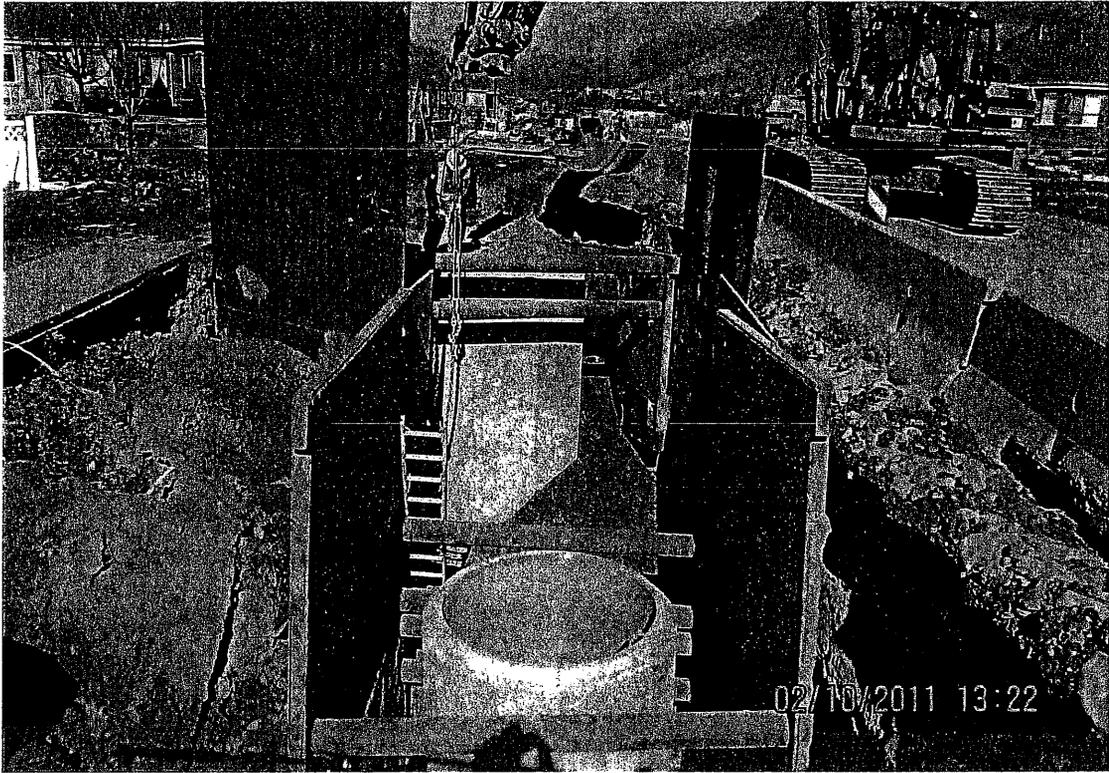
PLACING CONCRETE BACKFILL
OVER SEWER



NEW PALSHALL FLUME IN
METERING VAULT



PLACING WALLS FOR VAULT



PLACING BACKFILL AROUND VAULT



COMPLETED VAULT WITH LIP.



PREPARATION FOR PAVING

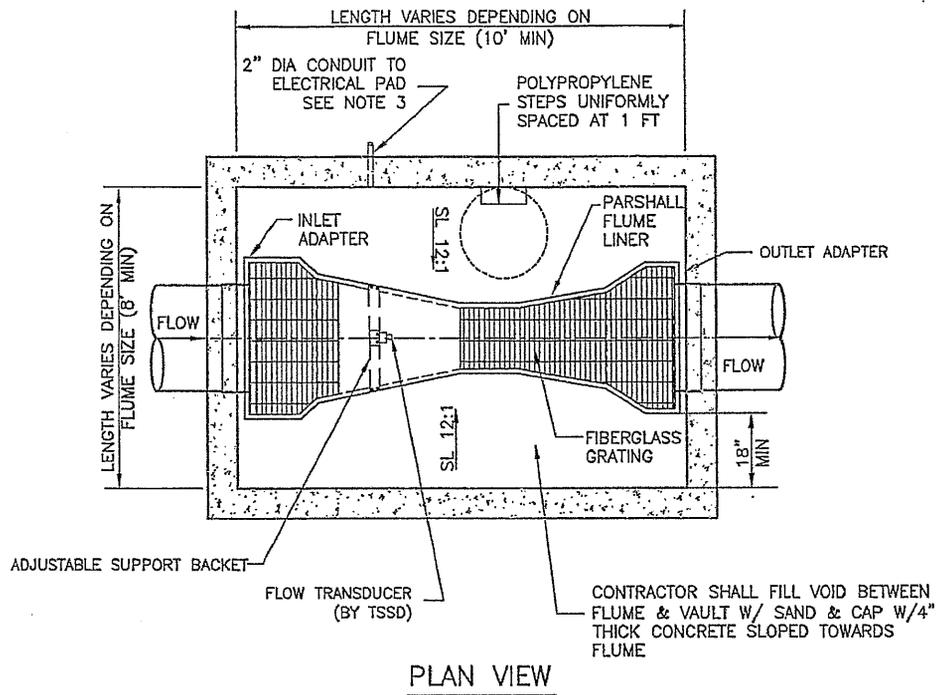


COMPACTING BACK FILL

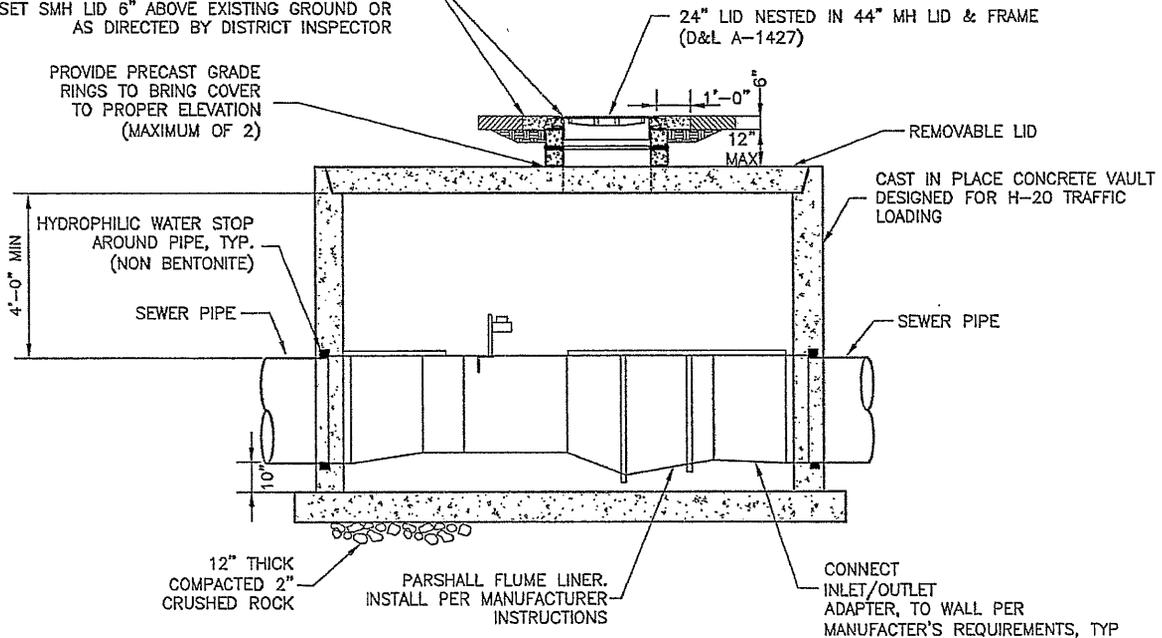


PLACING FLOOR AROUND FLUME

02/16/2011



IN PAVED AREAS, SET COLLAR AROUND SMH RING 1/8" LOWER THAN FINISHED GRADE AT OUTER EDGE AND INNER EDGE. IN UNPAVED AREAS, SET SMH LID 6" ABOVE EXISTING GROUND OR AS DIRECTED BY DISTRICT INSPECTOR



NOTES:

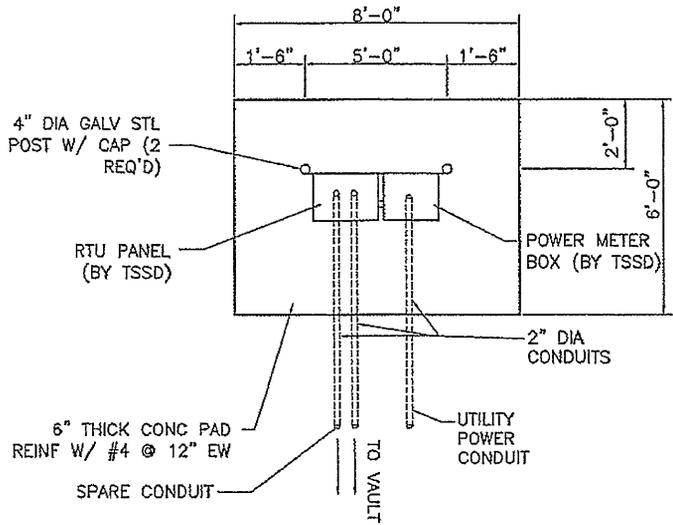
1. THE CAST-IN-PLACE CONCRETE VAULT PLANS SHALL BE DESIGNED AND STAMPED BY A REGISTERED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF UTAH.
2. CONTACT DISTRICT INSPECTOR 48 HOURS (2 BUSINESS DAYS) PRIOR TO CONSTRUCTION.
3. SEWER METER VAULT REQUIRES ELECTRICAL PAD (SEE TSSD STANDARD DWG D-5).



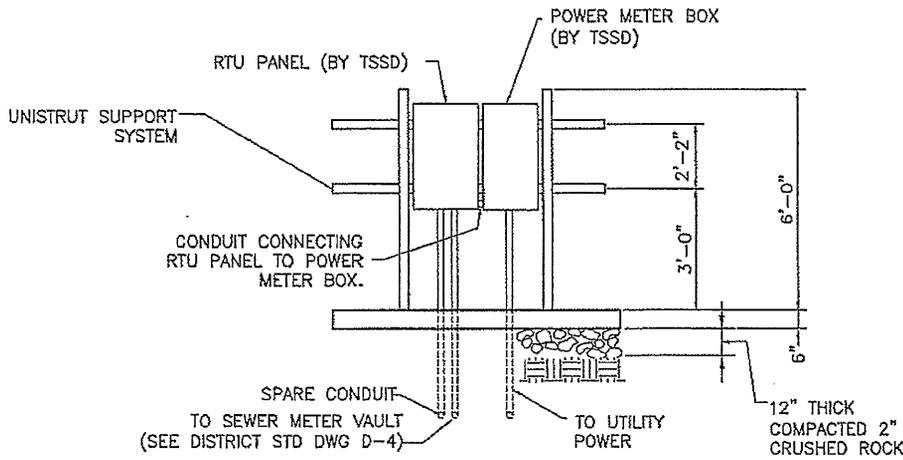
5					
4					
3					
2					
1					
NO	DATE	REVISION	BY	CHK	APP

TIMPANOGOS SPECIAL SERVICES DISTRICT
SEWER METER VAULT

DRAWN:	DESIGNED:	CHECKED:	APPROVED:
DATE: OCT 07	FILE NAME:	DRAWING NAME: D-4	



PLAN



SECTION

NOTES:

1. CONTRACTOR SHALL CONSTRUCT CONCRETE PAD, CONDUITS, AND UNISTRUT SUPPORT SYSTEM.
2. TSSD SHALL ACQUIRE AND INSTALL RTU PANEL, POWER METER, AND FLOW TRANSDUCER (INSIDE SEWER METER VAULT). PRIOR TO CONSTRUCTION, PROJECT OWNER SHALL ENTER AN AGREEMENT WITH TSSD TO REIMBURSE TSSD THE COST OF THE RTU PANEL, POWER METER, FLOW TRANSDUCER AND ASSOCIATED ELECTRICAL EQUIPMENT.
3. ELECTRICAL PAD SHALL BE LOCATED NEAR THE FLOW METER IN A SAFE ACCESSIBLE LOCATION APPROVED BY TSSD, WITHIN THE STREET PUBLIC RIGHT-OF-WAY OR WITHIN AN EASEMENT GRANTED TO TSSD BY THE PROPERTY OWNER.
4. CONTACT DISTRICT INSPECTOR 48 HOURS (2 BUSINESS DAYS) PRIOR TO CONSTRUCTION.



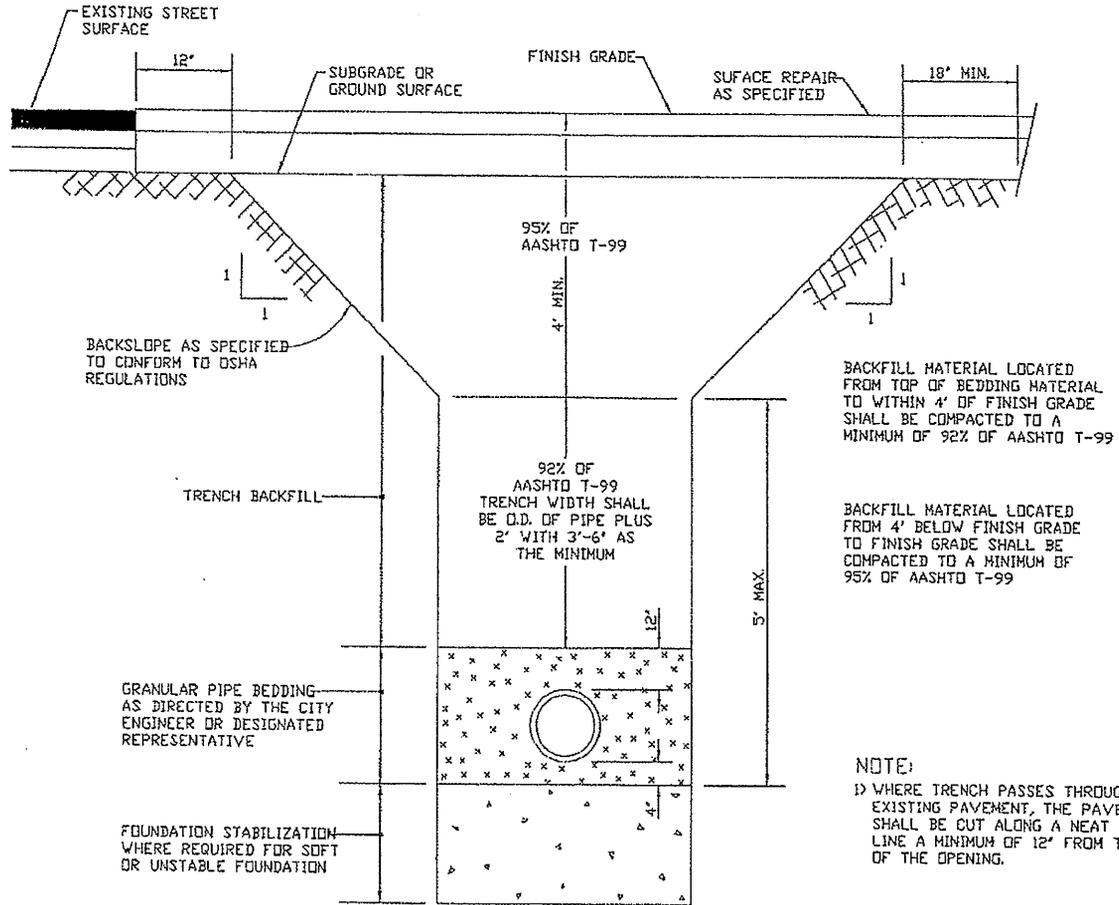
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TIMPANOGOS SPECIAL SERVICES DISTRICT
SEWER METER VAULT ELECTRICAL PAD

DRAWN:	DESIGNED:	CHECKED:	APPROVED:
DATE: OCT 07	FILE NAME:	DRAWING NAME: D-5	

OPEN GROUND SURFACE RESTORATION: THE UPPER 8" OF THE BACKFILL SHALL BE CLEAN TOP SOIL. THE SOIL SHALL BE MOUND 4' ABOVE THE NATURAL GROUND SURFACE.

GRAVEL SURFACE RESTORATION: BACKFILL UPPER 5" OF TRENCH WITH 3/4" (-) CRUSHED GRAVEL. REMAINDER OF TRENCH AS SHOWN BELOW.



NOTE:
 1) WHERE TRENCH PASSES THROUGH EXISTING PAVEMENT, THE PAVEMENT SHALL BE CUT ALONG A NEAT VERTICAL LINE A MINIMUM OF 12" FROM THE EDGE OF THE OPENING.

TYPICAL TRENCH DETAIL
 -NTS-

DRAWN:	JRP
REVISED:	
DATE:	MAY 2002
SCALE:	VARIES

Northern
 ENGINEERING (LAND PLANNING)
 CONSTRUCTION MANAGEMENT
 1040 E. 800 N.
 OREM, UTAH 84057
 (801) 802-8992

AMERICAN FORK
 CITY

STANDARD DETAIL FOR
 TYPICAL TRENCH DETAIL

DRAWING NO.
 15.22

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