

**SPECIAL CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Thursday, November 15, 2012 8:30 p.m.**

NOTICE is hereby given that the City Council of the City of Cedar Hills, Utah, will hold a **Special City Council Meeting on Thursday, November 15, 2012, beginning at 8:30 p.m.** at the Community Recreation Center, 10640 N Clubhouse Drive, Cedar Hills, Utah.

COUNCIL MEETING

1. Call to Order, Invocation and Pledge
2. Approval of Meeting's Agenda

SCHEDULED ITEMS

EXECUTIVE SESSION

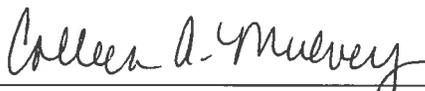
3. Motion to go into Executive Session, Pursuant to Utah State Code 52-4-204 and 52-4-205 to discuss pending or reasonably imminent litigation.
* * * EXECUTIVE SESSION * * *
4. Motion to Adjourn Executive Session and Reconvene City Council Meeting
5. Review/Action on settlement of the agreement with the Utah Valley Home Builders Association
6. Review/Action on an Ordinance repealing the Recreation Building Impact Fee
7. Review Action on approval and authorizing the Mayor to sign the Interlocal Cooperation Agreement between Utah County and Cedar Hills for the Construction of North County Boulevard

ADJOURNMENT

8. Adjourn

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

Posted this 9th day of November, 2012.



Colleen A. Mulvey, 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.



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	11/15/2012

City Council Agenda Item

SUBJECT:	Settlement Agreement with UVHBA
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker
BACKGROUND AND FINDINGS: A claim against the City for the use and collection of recreation impact fees was received in May of this year. The City and the Utah Valley Home Builders Association have agreed to resolve certain claims, controversies, disputes and legal actions between them according to the terms and conditions of a proposed Settlement Agreement and Release of Claims.	
PREVIOUS LEGISLATIVE ACTION: None.	
FISCAL IMPACT: Payment and reimbursement of expenses shall be according to the settlement agreement.	
SUPPORTING DOCUMENTS: Settlement Agreement and Release of Claims document as executed the 31st October, 2012.	
RECOMMENDATION: Staff recommends the City Council approve the Settlement Agreement and Release of Claims with the Utah Valley Home Builders Association.	
MOTION: To approve/not approve the proposed Settlement Agreement and Release of Claims with the Utah Valley Home Builders Association and related parties.	

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

Utah Valley Homebuilders Association on behalf of its members, including **Fieldstone Homes Utah, L.L.C.**, a Utah limited liability company, and **Fieldstone Utah Investors, LLC**, a Utah limited liability company (collectively referred to hereinafter as “UVHBA”), and the **City of Cedar Hills**, a municipality and political subdivision of the State of Utah (“City”), hereby enter into this Settlement Agreement and Release of Claims (the “Agreement”) as of this 31 day of October, 2012, for the purposes of settling and resolving certain claims, controversies, disputes, and legal actions between them on terms and conditions and for the considerations set forth below:

1. Intent of the Parties. There is a dispute between the parties to this Agreement with respect to certain impact fees that have historically been assessed and collected by the City (“Impact Fees”) which are the subject of that certain legal action pending in the Fourth Judicial District Court for Utah County, State of Utah, Civil No. 120100172 (the “Litigation”). Without waiving or conceding their respective positions in the Litigation, it is the intent and purposes of the parties to this Agreement to fully settle, compromise and resolve all claims, controversies and disputes between them arising out of or in any way related to the Impact Fees and the Litigation, resulting in the dismissal of the Litigation with prejudice and upon the merits.

2. Dismissal of the Litigation. The parties hereby agree that a stipulation, motion and order of dismissal will be executed by counsel for the UVHBA and the City in the Fourth Judicial District Court for Utah County, State of Utah, in Case No. 120100172, dismissing the Litigation with prejudice and upon the merits and releasing the City from any and all causes of actions, claims, demands, costs, expenses, or compensation that were or could have been made in the above-referenced litigation, with all parties to bear their own costs and attorney’s fees, except as otherwise provided in this Agreement.

3. Payment and Reimbursement of Expenses. As part of this Agreement, the City hereby agrees to pay to the firm of Anderson Call & Wilkinson PC on behalf of the UVHBA and its members the total sum of One Hundred Ninety Thousand Dollars (\$190,000) representing the approximate One Hundred Seventy-Five Thousand Dollar (\$175,000) remaining balance of the Impact Fees collected but not yet spent or encumbered by the City for recreation facilities and the total sum of \$15,000.00 in attorney’s fees and costs in connection with the Litigation.

4. Repeal of Impact Fees for Recreation Facilities. The City has made a legislative policy determination to suspend and repeal the future assessment and collection of additional impact fees for the recreation facilities component of the park impact fee pursuant to and as more fully explained in the provisions of Ordinance No. ____, a copy of which is attached hereto as Exhibit A.

5. Release of Claims. As part of this Agreement, the UVHBA, for and on behalf of itself and its respective current and former members, agents, insurers, successors, and assigns, hereby releases and forever discharges the City of Cedar Hills, together with its officers,

employees, agents, indemnitors, insurers, successors, and assigns, from any and all claims, demands, liabilities, damages, causes of action, costs and expenses, including attorney's fees except as otherwise provided herein, arising out of or in any way related to the Impact Fees and the subject matter of the Litigation and the claims asserted therein for events up to and including the date of this Agreement. It is the intent of the UVHBA to fully and completely release the City from any and all claims in any way related to or arising out the Impact Fees and the Litigation. It is further understood and agreed that this Agreement has been entered into by the parties for the purpose of compromising disputed claims and shall not be construed as an admission of any wrongdoing or liability on the part of the City, and any such liability or wrongdoing is expressly denied.

6. Integration. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter herein, and integrates all prior conversations, discussions or undertakings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

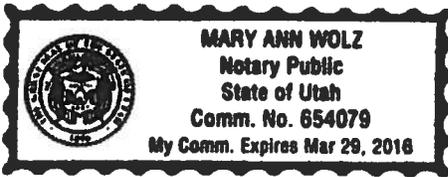
7. Counterparts. This document may be executed in one or more counterparts, which together shall constitute one and the same document.

8. Authorization. Each individual executing this Agreement does hereby represent a warrant to the other signers and parties that the individual has been duly authorized to execute and delivery this Agreement in the capacity and for the parties specified.

9. Mutual Participation and Document Preparation. Each party has participated materially in the negotiation and preparation of this Agreement and any related items. In the event a dispute concerning the interpretation of any provision of this Agreement or any related item the Rule of Construction to the effect that certain ambiguities are to be construed against the party drafting a document shall not apply.

10. No Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and no representation or warranty is intended for the benefit of, or to be relied upon, any person or entity which is not a party to this Agreement.

WHEREFORE, the parties have executed the foregoing to be effective the date first appearing above.



UTAH VALLEY HOMEBUILDERS ASSOCIATION

By [Signature]
Its PRESIDENT 2012

STATE OF UTAH)
COUNTY OF Wasch) :ss.

On this 31 day of October, 2012, personally appeared before me Richard W. Lewis, the President of Utah Valley Homebuilders Association, whose identity is personally known to me (or proven on the basis of satisfactory evidence) to be the person who executed the Settlement Agreement and Release of All Claims on behalf of said corporation and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

[Signature]
Notary Public

FIELDSTONE HOMES UTAH, L.L.C., a Utah limited liability company

By [Signature]
Its Division President

STATE OF UTAH)
COUNTY OF Salt Lake) :ss.

On this 31 day of October, 2012, personally appeared before me Troy Gabler, the Division President of Fieldstone Homes Utah, L.L.C. whose identity is personally known to me (or proven on the basis of satisfactory evidence) to be the person who executed the Settlement Agreement and Release of All Claims on behalf of said corporation and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

[Signature]
Notary Public

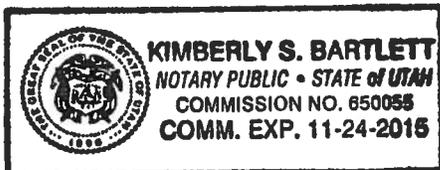


EXHIBIT A

ORDINANCE NO. _____

AN ORDINANCE SUSPENDING AND REPEALING THE ASSESSMENT AND COLLECTION OF THE RECREATION FACILITIES COMPONENT OF THE PARK IMPACT FEE.

WHEREAS, the City has the legal authority, pursuant to the provisions of the Utah Impact Fees Act, Utah Code Ann. § 11-36a-101, et seq., to impose impact fees as a condition of development approval which are used to mitigate the impact of the new development on public infrastructure; and

WHEREAS, the City has historically enacted, assessed, and collected a park impact fee for the purpose of mitigating the impact of new development on the City's public facilities, which park fee consists of three separately-computed components: recreation facilities, park land, and park development; and

WHEREAS, the City Council previously decided as part of the 2010 Capital Improvements Plan to build a recreation facility in the form of a community events and fitness center located at the golf course which has since been constructed and funded in part with fees collected for the recreation facilities component of the park impact fee; and

WHEREAS, the City Council has made a legislative policy decision that a larger community recreation/aquatics facility and/or additional recreation facilities will only be constructed if approved by a vote of the residents of the City and that fees collected for the recreation facilities component of the park impact fee will not be used to fund the construction of such facilities in the future;

NOW, THEREFORE, be it ordained by the City Council of the City of Cedar Hills, Utah County, Utah, as follows:

NOW, THEREFORE, be it ordained by the City Council of the City of Cedar Hills, Utah County, Utah, as follows:

Section 1. The recreation facilities component of the park impact fee previously enacted by the city is hereby suspended and repealed and will no longer be assessed and collected by the city. The city shall continue to assess and collect the park land and park development components of the park impact fee as provided in the city's fee schedule.

Section 2. This ordinance shall take effect immediately upon publication and posting and shall not repeal, modify or affect any other impact fee of the city in existence as of the date of this ordinance, other than as expressly referenced in section 1 above.

Gary Gygi, Mayor

ATTEST:

Colleen Mulvey, City Recorder

(SEAL)



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	11/15/2012

City Council Agenda Item

SUBJECT:	Recreation Facilities Impact Fee Repeal
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker

BACKGROUND AND FINDINGS:

In association with the Settlement Agreement and Release of Claims by the Utah Valley Home Builders Association, the City has agreed to suspend and repeal the assessment and collection of the recreation facilities component of the Park Impact Fee. This action will finalize the agreement with the UVHBA and settle further claims against the City in regard to this portion of the park impact fee.

PREVIOUS LEGISLATIVE ACTION:

None.

FISCAL IMPACT:

Further collection of the Recreation Facilities impact fee will cease. The remaining balance of said impact fee fund will be distributed to the Utah Valley Home Builders Association and related parties.

SUPPORTING DOCUMENTS:

Proposed Ordinance to suspend and repeal the assessment and collection of the recreation facilities impact fee.

RECOMMENDATION:

Staff recommends the City Council approve the proposed ordinance as prepared.

MOTION:

To approve/not approve Ordinance No. _____, an ordinance suspending and repealing the assessment and collection of the recreation facilities component of the park impact fee.

ORDINANCE NO. _____

AN ORDINANCE SUSPENDING AND REPEALING THE ASSESSMENT AND COLLECTION OF THE RECREATION FACILITIES COMPONENT OF THE PARK IMPACT FEE.

WHEREAS, the City has the legal authority, pursuant to the provisions of the Utah Impact Fees Act, Utah Code Ann. § 11-36a-101, *et seq.*, to impose impact fees as a condition of development approval which are used to mitigate the impact of the new development on public infrastructure; and

WHEREAS, the City has historically enacted, assessed, and collected a park impact fee for the purpose of mitigating the impact of new development on the City's public facilities, which park fee consists of three separately-computed components: recreation facilities, park land, and park development; and

WHEREAS, the City Council previously decided as part of the 2010 Capital Improvements Plan to build a recreation facility in the form of a community events and fitness center located at the golf course which has since been constructed and funded in part with fees collected for the recreation facilities component of the park impact fee; and

WHEREAS, the City Council has made a legislative policy decision that a larger community recreation/aquatics facility and/or additional recreation facilities will only be constructed if approved by a vote of the residents of the City and that fees collected for the recreation facilities component of the park impact fee will not be used to fund the construction of such facilities in the future;

NOW, THEREFORE, be it ordained by the City Council of the City of Cedar Hills, Utah County, Utah, as follows:

Section 1. The recreation facilities component of the park impact fee previously enacted by the City is hereby suspended and repealed and will no longer be assessed and collected by the City. The City shall continue to assess and collect the park land and park development components of the park impact fee as provided in the City's Fee Schedule.

Section 2. This Ordinance shall take effect immediately upon publication and posting and shall not repeal, modify or affect any other impact fee of the City in existence as of the date of this Ordinance, other than as expressly referenced in Section 1 above.

APPROVED AND ADOPTED this _____ day of _____, 2012.

Gary Gygi, Mayor

ATTEST:

Colleen Mulvey, City Recorder

(SEAL)

251625.1



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	11/15/2012

City Council Agenda Item

SUBJECT:	Interlocal Cooperation Agreement – North County Blvd
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker

BACKGROUND AND FINDINGS:
 Prior to the recent re-construction of North County Blvd, the City and Utah County agreed that certain municipal improvements were to be installed in 4800 West. The improvements, including a 12-inch culinary water line and a re-located sewer meter vault, were installed prior to the roadway reconstruction to improve service and avoid potential road cuts in the new Boulevard. Also, water and sewer mains were stubbed to the undeveloped commercial properties east of 4800 West. In addition, the City participated in the construction of a new sewer outfall line and metering vault to allow sanitary sewer flows to enter the TSSD mainline in 1100 East in American Fork. This eliminated potential line upsizing through American Fork City in future years.

PREVIOUS LEGISLATIVE ACTION:
 None.

FISCAL IMPACT:
 The water line, sewer and water stub-outs, and sewer metering vault in North County Blvd total \$186,113.14. The sewer improvements on Pacific Drive in American Fork total \$123,939.26. The funds will be allocated from capital improvement and impact fees according to the construction schedule.

SUPPORTING DOCUMENTS:
 Interlocal cooperation agreement with Utah County.

RECOMMENDATION:
 Staff recommends the City Council approve the Interlocal Cooperation Agreement with Utah County.

MOTION:
 To approve/not approve Resolution # _____, authorizing the Mayor to execute an interlocal cooperation agreement for the purpose of construction of North County Blvd. and various utility improvements therein.

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION "AGREEMENT", made and entered into the _____ day of _____, 2012 by and between Utah County, a political subdivision of the State of Utah, hereinafter referred to as "County" and the City of Cedar Hills, a political subdivision of the State of Utah, hereinafter referred to as "Entity".

WITNESSETH:

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

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of Utah County, Utah.

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

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

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement.

The term of this Agreement shall be from the effective date hereof until terminated, but is no longer than 50 years from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office and the attorney for each of the other parties to this Agreement. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, County, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the County and Entity for the construction of North County Boulevard which may include construction of various utility appurtenances and the Entity desires to have the County include in the construction project various appurtenances which will benefit the Entity.

Section 4. PARTIES RESPONSIBILITIES

1. County shall provide the construction of and installation of a 12" (twelve inch) waterline and appurtenances, sewer and water line stub outs between Cedar Hills Drive and 9900 North, a sewer metering vault near the American Fork / Cedar Hills boundary, 64% of a sewer metering vault at Pacific Drive in American Fork, and 64% of a 21" and 24" sewer line in Bamberger Road and North County Boulevard.

2. Within 30 days of the date of this Agreement, the Entity shall deed to the County the real property set forth in Exhibit "A" and shall further provide to the County any construction or slope easements on real property owned by the Entity necessary for the County to construct North County Boulevard through the boundaries of the Entity.

3. Within 30 days of the date of the Agreement, the Entity shall reimburse and pay to the County the sum of Three Hundred Ten Thousand Fifty-Two Dollars and Ninety Cents (\$310,052.90) to cover the County's costs of installing the appurtenances set forth above.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty (60) days after providing written notice of termination to the other parties. The Parties of this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

Section 6. INDEMNIFICATION

The Entity and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. ("Act"). Subject to the provisions of

the Act, each of the Entity and County agree to indemnify and hold harmless the other party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that party, its officers, agents or employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Entity or the County under the Act.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County Clerk/Auditor of County and with the official keeper of records of Entity, and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 9. AMENDMENTS.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by

certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

UTAH COUNTY

Authorized by Resolution No. 2012-____, authorized and passed on the _____ day of _____, 2012.

**BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH**

By: _____
LARRY A. ELLERTSON, Chairman

ATTEST: BRYAN E. THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy

**APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:**
JEFFREY R. BUHMAN, Utah County Attorney

By: _____
Deputy County Attorney

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2012.

By: _____
Mayor

ATTEST: _____
City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

City Attorney

EXHIBIT A

NORTH COUNTY BOULEVARD
CEDAR HILLS CITY

A parcel of land situate the NW¼SW¼ of Section 6, T.5S., R.2E., Salt Lake Base and Meridian, in Utah County, State of Utah, for the widening of the existing North County Boulevard, known as Project No. RD920. The boundaries of said parcel of land are described as follows:

Beginning at a point in a westerly boundary line of Cedar Hills City, said boundary line also being a westerly section line of said 6, which point is 132.02 feet S.00°06'11"E. along the section line from the West Quarter corner of said Section 6; and running thence N.89°29'34"E. 32.77 feet to the easterly right of way line of said North County Boulevard; thence South 565.29 feet along said right of way line to a southerly boundary line of said Cedar Hills City; thence West 31.75 feet along said boundary line to said westerly boundary-section line; thence N.00°06'11"W. 565.00 feet along said boundary-section line to the point of beginning.

The above described parcel of land contains 18231 square feet in area or 0.419 acres.

Also:

A parcel of land situate the SW¼NW¼ of Section 6, T.5S., R.2E., Salt Lake Base and Meridian, in Utah County, State of Utah, for the widening of the existing North County Boulevard, known as Project No. RD920. The boundaries of said parcel of land are described as follows:

Beginning at a point in a westerly boundary line of Cedar Hills City, said boundary line also being a westerly section line of said 6, which point is 225.00 feet N.00°02'46"W. along the section line from the West Quarter corner of said Section 6; and running thence N.00°02'46"W. 1107.60 feet along said boundary-section line to a northerly boundary line of said Cedar Hills City; thence N.89°40'18"E. 36.95 feet; thence S.00°03'08"E. 615.53 feet; thence S.89°35'17"E. 55.63 feet along said boundary line to the easterly right of way line of said North County Boulevard; thence along said right of way line the following five (5) courses and distance: (1) thence S.00°24'39"W. 72.79 feet; (2) thence S.53°36'43"W. 63.95 feet; (3) thence S.00°02'46"E. 187.01 feet; (4) thence S.02°29'55"W. 177.36 feet; (5) thence S.00°02'46"E. 16.67 feet; thence S.89°28'42"W. 32.68 feet to the point of beginning.

The above described parcel of land contains 46644 square feet in area or 1.071 acres.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH UTAH COUNTY FOR THE CONSTRUCTION OF NORTH COUNTY BOULEVARD AND VARIOUS UTILITY APPURTENANCES.

WHEREAS, the City of Cedar Hills wishes to participate in the construction of North County Boulevard (4800 West) including construction of various utility appurtenances and desires to have the County include in the construction project various appurtenances which will benefit the City.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH COUNTY, UTAH, AS FOLLOWS:

Section 1. The City of Cedar Hills hereby declares support of the Interlocal Cooperation Agreement and authorizes the Mayor to execute said agreement.

Section 2. This Resolution shall take effect immediately upon its approval and adoption.

ADOPTED, RESOLVED, and ORDERED, by the City Council of the City of Cedar Hills this 15th day of November, 2012.

ATTEST:

Gary R. Gygi, Mayor

Colleen A. Mulvey, City Recorder