



**CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Tuesday, January 7, 2020 7:00 p.m.**

Notice is hereby given that the City Council of the City of Cedar Hills, Utah, will hold a **City Council Meeting on Tuesday, January 7, 2020, beginning at 7:00 p.m.** at the Community Recreation Center, 10640 N Clubhouse Drive, Cedar Hills, Utah. This is a public meeting and anyone is invited to attend.

COUNCIL MEETING

1. Call to Order Pledge led by C. Geddes and Invocation given by C. Ellsworth
2. Approval of Meeting's Agenda
3. Public Comment: Time has been set aside for the public to express their ideas, concerns and comments (comments limited to 3 minutes per person with a total of 30 minutes for this item)

CONSENT AGENDA (Consent items are only those which require no further discussion or are routine in nature. All items on the Consent Agenda are adopted by a single motion)

4. Minutes from the November 19, 2019 and the December 3, 2019 City Council Meetings
5. Appointment of John Dredge, Jared Anderson, Eric Schloer and Lori Anne Spear to the Planning Commission

CITY REPORTS AND BUSINESS

6. City Manager
7. Mayor and Council

SCHEDULED ITEMS & PUBLIC HEARINGS

8. Review/Action on Cedar Hills Subdivision Plat I (Oak Road) Common Area Parcel
9. Review/Action on Acceptance of the 2019 Fiscal Year Audit
10. Review/Action on Appointment of Mayor Pro Tempore
11. Review/Action on a Resolution making Assignments to Members of the City Council, Staff and Residents to Certain Boards, Committees and Entities
12. Review/Action on Authorizing a Cooperative Agreement between the Utah Division of Forestry, Fire and State Lands and the City of Cedar Hills
13. Discussion on Alcohol in the Vista Room
14. Discussion on Fencing along the Cottonwood Drive Trail, in lieu of raising the Driving Range Nets

ADJOURNMENT

15. Adjourn

Posted this 3rd day of January, 2020

/s/ Gretchen F. Gordon, Deputy City Recorder

- Supporting documentation for this agenda is posted on the city's website 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.
- An Executive Session may be called to order pursuant to Utah State Code 54-4-204 & 54-4-205.
- The order of agenda items may change to accommodate the needs of the City Council, the staff, and the public.
- This meeting may be held electronically via telephone to permit one or more of the council members to participate.



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	January 7, 2019

City Council Agenda Item

SUBJECT:	Review/Action on Cedar Hills Subdivision Plat I (Oak Road) Common Area Parcel
APPLICANT PRESENTATION:	Ray Layne, Tyler Gardner
STAFF PRESENTATION:	Chandler Goodwin, City Manager

BACKGROUND AND FINDINGS:

The City has received a petition to adjust the boundaries of a parcel of common area within the Cedar Hills Subdivision Plat I. State Code 10-9a-606 (5) states:

“A person may modify the size or location of or separately convey a common area or common area and facility if the following approve the conveyance or modification:

(a) the local government

(b)... (ii) for a common area that an association does not own, or for a common area and facility, 67% of the owners of lots, units, and parcels designated on a plat that is subject to a declaration and on which the common area or common area and facility is included”

The request seeks to modify the existing common area to formalize certain encroachments that have occurred over the years. These encroachments include landscaping that has extended beyond the property lines and into the common areas. In previous versions of the City’s Capital Improvement Plan this parcel showed as a future city park. Because the land is actually designated as common area for the homes of Cedar Hills Subdivision Plat I, the City cannot develop this land as a park, and is being treated as any other HOA/private common area in the City.

This item was tabled in November in order for staff to contact the Utah County Records Office to get some additional information pertaining to the application. From that conversation we have determined that the County views both common area and open space designations on plat maps as community areas, and are treated the same. Owners of record on the plat count towards the 67% threshold; however, owners since amended out do not count towards the 67% threshold. Any tax assessment should take the par value and apply it evenly between all owners. From this conversation, staff has determined that the applicants meet the 67% threshold required by Utah State Code in order to modify a common area, and are now seeking the approval of the local government.

PREVIOUS LEGISLATIVE ACTION:

Item was tabled in November 2019

FISCAL IMPACT:

None

SUPPORTING DOCUMENTS:

Petitions for each of the three requested common area adjustments, Layne, Cattermole, Gardner Plat Adjustments

RECOMMENDATION:

To review the petitions, consider any public comment

MOTION:

To approve/not approve the proposed adjustments to the common area open space on Cedar Hills Subdivision Plat I, adjacent to Lots 19, 4, and 20 according to Utah State Code 10-9a-606.

PROPERTY LINE ADJUSTMENT

BETWEEN PARCELS

36:145:0004, 36:145:0005 & 36:145:0026
BEING ALL OF LOTS 4 & 5 AND A PORTION OF
LOT 26, CEDAR HILLS PLAT "I" SUBDIVISION
AND LYING WITHIN THE NE. 1/4 OF SECTION 6,
T.5S., R.2E., SLB&M,
UTAH COUNTY, UTAH

APEX LAND SURVEYORS, INC.
RIVERTON, UTAH
2018

CLIENT - LAYNE



LEGEND

	FOUND BRASS CAP (OR AS NOTED)
	FOUND CHISLED LINE IN SIDEWALK (OR AS NOTED)
	SET 5/8" IRON PIN (OR AS NOTED)
	CALCULATED POINT, NOT SET
	RECORD DATA
	NEW PROPERTY BOUNDARY
	ORIGINAL PROPERTY BOUNDARY
	CENTERLINE
	RIGHT-OF-WAY LINE
	SECTION LINE
	EASEMENT
	EXISTING EDGE OF CONCRETE
	TOP OF EMBANKMENT
	EDGE OF PAVEMENT
	EXISTING FENCE LINE
	AREA OF MODIFICATION

NARRATIVE:

THIS SURVEY WAS PERFORMED IN ORDER TO FIND AND OR SET THE CORNERS OF LOTS 4, 19 & 20, OF CEDAR HILLS PLAT "I" SUBDIVISION.

THE ORIGINAL SUBDIVISION LEGAL DESCRIPTION WAS MODIFIED WITH A SURVEY AFFIDAVIT RECORDED AS ENTRY NO. 4317-78, WHICH MODIFIED THE POINT OF BEGINNING. THE RECORD OF SURVEY FILED AS 88-39, DISCLOSES THIS AND ESTABLISHES THE COPPER RIVET AND THE SECTION LINE BEARING WHICH THIS SURVEY RELIES UPON. THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED USING THE SECTION LINE BEARING AS SHOWN ON SURVEY 88-39, AS IT AGREES WITH THE ORIGINAL PLAT (WHICH DID NOT IDENTIFY A SECTION LINE BEARING).

THE ORIGINAL PLAT AS WELL AS SURVEY 88-39 WERE FURTHER ADJUSTED TO FIT THE COPPER RIVET.

ORIGINAL DESCRIPTION: PARCEL 36:145:0004

LOT 4, PLAT "I", CEDAR HILLS SUBDIVISION, UTAH COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

NEW DESCRIPTION: PARCEL 36:145:0004

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 6, T.5S., R.2E., SLB&M., UTAH COUNTY, UTAH, BEING ALL OF LOT 4, CEDAR HILLS PLAT "I" SUBDIVISION WITH ADDITIONAL LANDS.

COMMENCING AT THE N. 1/4 CORNER OF SAID SECTION 6, THENCE N89°56'29"E 760.26' FEET ALONG THE SECTION LINE (THE BASIS OF BEARING) AND SOUTH 938.30' FEET TO THE NEW FRONT CORNER COMMON TO LOTS 4 & 5 OF SAID SUBDIVISION, A PUBLIC RIGHT OF WAY AND THE POINT OF BEGINNING.

THENCE S57°59'00"E 157.91' FEET ALONG SAID RIGHT OF WAY; THENCE S54°31'43"W 101.63' FEET; THENCE S75°49'47"W 81.40' FEET; THENCE N55°26'46"W 60.16' FEET TO THE NEW REAR CORNER COMMON TO SAID LOTS 4 & 5; THENCE N31°02'41"E 149.98' FEET TO THE POINT OF BEGINNING. CONTAINS 18,056 SQ. FT. OR 0.41 ACRES.

ORIGINAL DESCRIPTION: PARCEL 36:145:0005

LOT 5, PLAT "I", CEDAR HILLS SUBDIVISION, UTAH COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

NEW DESCRIPTION: PARCEL 36:145:0005

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 6, T.5S., R.2E., SLB&M., UTAH COUNTY, UTAH, BEING A PORTION OF LOT 5, CEDAR HILLS PLAT "I" SUBDIVISION WITH ADDITIONAL LANDS.

COMMENCING AT THE N. 1/4 CORNER OF SAID SECTION 6, THENCE N89°56'29"E 760.26' FEET ALONG THE SECTION LINE (THE BASIS OF BEARING) AND SOUTH 938.30' FEET TO THE NEW FRONT CORNER COMMON TO LOTS 4 & 5 OF SAID SUBDIVISION, A PUBLIC RIGHT OF WAY AND THE POINT OF BEGINNING.

THENCE S31°02'41"W 149.98' FEET; THENCE N55°26'46"W 115.21' FEET TO A PUBLIC RIGHT OF WAY AND A POINT ON A 100.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES, NORTHEASTERLY 203.60' FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 116°39'11" AND BEING SUBTENDED BY A CHORD THAT BEARS N63°41'24"E 170.21' FEET; THENCE S57°59'00"E 23.18' FEET TO THE POINT OF BEGINNING. CONTAINS 16,013 SQ. FT. OR 0.37 ACRES.

CERTIFICATE OF LAND SURVEYOR

I, GARY W. WIER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LICENSED LAND SURVEYOR, LICENSED BY THE STATE OF UTAH, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH THE CURRENT LAWS OF THE STATE OF UTAH PERTAINING TO PLATS AND SURVEYS.



GARY W. WIER

LICENSE NO. 333098



LAND SURVEYORS INC.

P.O. BOX 973
RIVERTON, UTAH 84065
(801) 302-3343

FND COPPER RIVET
PER SURVEY 88-39
*ADJUSTED CEDAR HILLS PLAT "I"
PER AFFIDAVIT RECORDED AS 4317-1978
AND TO FIT FOUND COPPER RIVET

(TOTAL CURVE)
R=100'
L=203.60'
A=116°39'11"
CH B=N63°41'24"E
CH D=170.21'

LAYNE
36:145:0005
LOT 5, CEDAR HILLS PLAT "I"

LAYNE
36:145:0004
LOT 4, CEDAR HILLS PLAT "I"

3,357 sq. ft.
0.08 acres

OPEN SPACE
36:145:0026
LOT 26, CEDAR HILLS PLAT "I"

6,067 sq. ft.
0.14 acres

OPEN SPACE
36:145:0026
LOT 26, CEDAR HILLS PLAT "I"

HOLBROOK
36:145:0018
LOT 18, CEDAR HILLS PLAT "I"

GARDNER
36:145:0019
LOT 19, CEDAR HILLS PLAT "I"

Agenda Request

To: Chandler Goodwin
From: Tyler Gardner
CC: Ray Layne
Date: 10/25/2019
Re: City Council Agenda

This is a formal request to have Oak Road Plat I Common Area Parcel to be added to the City Council Meeting Agenda for November. The issue to be brought forth is regarding State Law 10-9a-606. Ray and Sandy Layne, Brad and Dawn Cattermole, and Tyler and Emily Gardner have gathered the required signatures and have completed a survey with legal description to acquire adjacent property of the Common Area Parcel located in Plat I.

This request is only for the surveyed portions that have been presented to Chandler Goodwin. This is not a request to solve what will be done with the remaining portion of the parcel at this time.

To Whom It May Concern:

By signing below, I hereby agree to the enclosed survey and legal description which includes adjustments to the property of Raymond C and Sandra P Layne of 4279 W Oak Rd N, Cedar Hills, UT 84062; Parcel 36:145:0004; **Lot 4, Plat I**; Cedar Hills SUBD. This proposal includes adjustment to the adjacent Common Area property Parcel 36:145:0026; Lot 26, (Common Area), Plat; Cedar Hills Sub Area 1.696 AC.

Name ADDRESS PHONE SIGNATURE

Greg + Karen Holbrook 10217 N. Oak Ct. 801-592-6370
36:145:0018 Lot 18 Plat I

Amy Holbrook 5-11-19

Mark + Melissa Graf 10196 N. Oak Ct. 801-787-4669
5-11-19 36:145:0021 Lot 21 Plat I

David + Justin Berger 10172 N OAK Court Cedar Hills

Justin Berger 36:145:0023 Lot 23 Plat I

Beverly Berch 10182 N Oak Ct. - 801-785-1751
5-11-19 36:145:0022 Lot 22 Plat I

David + Amy Gobble 4235 W. Oak Rd N Cedar Hills

Amy Gobble 36:371:0005 Lot 5 Plat N

JEFFERY O PYNE 10162 N. OAK CT 801-318-8171
36:145:0024 Lot 24 Plat I

Jeff O Pyne

L. Scott Taylor 10161 N Oak Rd W 801-710-1705

L Scott Taylor 36:145:0013 Lot 13 Plat I

36:145:0028 Lot 6 Plat I

Angela Free

4309 W Oak Rd Cedar Hills
801-787-9978

36:145:0029 Lot 7 Plat I

~~★~~
KEN HAZELBAKER
10253 N. OAK RD W
916-201-9415

Norma Hazel Baker
10253 N. Oak Rd W
801-866-9270

36:371:0003 Lot 3 Plat N

Wayne C. Downs
4205 W. Oak Rd N
Cedar Hills

Jill Downs
801-319-6016
4205 W. Oak Rd N.
Cedar Hills

J E Spang
10199 oak ct,
Cedar Hills, UT

C. Spang
10199 W. Oak Ct.
CH, UT.

36:145:0016 Lot 16 Plat I

785.7426

Kathleen K. Hambr
10185^N Oak Ct. 36:145:0015 Lot 15 Plat I
Cedar Hills Ut 84062

~~Donna Hambr~~
Beverly Cory Smith
10238 N. Oak Rd West
36:145:0008 Lot 8 Plat I

Brian Cartmelle
10208 N. OAK CT
CEDAR HILLS UT. 84062
36:145:0020 Lot 20 Plat I

George Peaslee
10147 No. oak rd west.
cedar hills, utah

TYLER CARDNER 36:145:0019 Lot 19 Plat I
10218 N OAK CT
CEDAR HILLS UT 84062

Tina Peaslee
Jean Peaslee 36:145:0014 Lot 14 Plat I
10147 No. Oak Rd W
Cedar Hills UT 84062
Aug 28, 2019

~~TYLER CARDNER~~
Ray Layne
4279 W. OAK RD
Ray Layne
4279 W OAK RD
36:145:0004 Lot 4 Plat I

To Whom It May Concern:

By signing below, I hereby agree to the enclosed survey and legal description which includes adjustments to the property of Tyler R and Emily Gardner of 10218 N Oak Ct, Cedar Hills, UT 84062; Parcel 36:145:0019; **Lot 19, Plat I**; Cedar Hills SUBD.

This proposal includes adjustment to the adjacent Common Area property Parcel 36:145:0026; Lot 26, (Common Area), Plat; Cedar Hills Sub Area 1.696 AC.

Name ADDRESS PHONE SIGNATURE

Greg and Karen Holbrook 10217 N. Oak Ct.
801-592-2763

Karen Holbrook 36:145:0018 Lot 18 Plat I

Karen Holbrook 5-11-19

Mark and Melissa Grant 10196 N. Oak Ct. 801-787-4669

5/11/19
Melissa Grant 36:145:0021 Lot 21 Plat I

David & Susana Bergo 10172 N OAK COURT Cedar Hills

D. Bergo
Justin Bergo 36:145:0023 Lot 23 Plat I

Beverly Bench 10192 N Oak Ct. 801-785-1751

5-11-19 36:145:0022 Lot 22 Plat I

David & Amy Gobble 4235 W. Oak Rd N, Cedar Hills.

Amy Gobble 805-358-7493 36:371:0005 Lot 5 Plat N

JEFFERY O. PYNE 10162 N. OAK CT CEDAR HILLS

801-318-8171 36:145:0024 Lot 24 Plat I

Jeff O Pyne
L. Scott Taylor 10161 W Oak Rd W. 801-718-1705

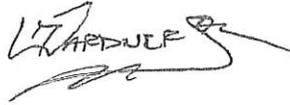
36:145:0013 Lot 13 Plat I

36:145:0028 Lot 6 Plat I

Angela Lee
4309 W Oak Rd Cedar Hills
801-787-8978

Tyler Gardner
10218 N Oak Ct
CEDAR HILLS UT 84062

36:145:0019 Lot 19 Plat I



~~A~~
KEN HAZELBAKER
10253 N. OAK RD W
916-201-9415

36:145:0029 Lot 7 Plat I

Merna Hazelbaker
10253 N. Oak Rd W
801-866-9270

Wayne C. Downs
4205 W Oak Rd N
Cedar Hills

36:371:0003 Lot 3 Plat N

Bill Downs
4205 W. Oak Rd N
Cedar Hills, UT
801-319-6016

M E Sjoberg
10199 Oak Ct.
Cedar Hills, UT

36:145:0016 Lot 16 Plat I

Carolyn C. Sjoberg
10199 N. Oak Ct.
Cedar Hills, UT
765-7426

Kathleen K. Hanks
10185 n. Oak Ct
Cedar Hills, UT 84062
36:145:0015 Lot 15 Plat I

Brenda Catherine
10203 N. OAK CT
CEDAR HILLS UT 84062
36:145:0020 Lot 20 Plat I

Jake Lemmon
10219 N Oak Rd
Cedar Hills, UT 84062
36:145:0009 Lot 9 Plat I

Brenda Corry Smit
10233 N. Oak Rd West
36:145:0008 Lot 8 Plat I

George Peaslee
10147 N. Oak Rd West
cedar hills, UT 84062
Tina Peaslee
Ray Layne
4279 W. OAK rd
Peaslee
36:145:0004 Lot 4 Plat I

Jean Peaslee
10147 N Oak Rd W
Cedar Hills UT 84062
Aug. 28, 2019
36:145:0014 Lot 14 Plat I

Ray Layne
4279 W. oak rd
Ray Layne

To Whom It May Concern:

By signing below, I hereby agree to the enclosed survey and legal description which includes adjustments to the property of Dawn Cattermole of 10208 N Oak Ct, Cedar Hills, UT 84062; Parcel 36:145:0020; **Lot 20, Plat I**; Cedar Hills SUBD. This proposal includes adjustment to the adjacent Common Area property Parcel 36:145:0026; Lot 26, (Common Area), Plat; Cedar Hills Sub Area 1.696 AC.

Name ADDRESS PHONE SIGNATURE

Karen Holbrook 10217 N. Oak Ct. 801-592-2763
Karen Holbrook

Greg Holbrook 10217 N. Oak Ct. 801-592-6372
36:145:0018 Lot 18 Plat I

~~Amy Holbrook 5-11-19~~

Mark and Melissa Grant 10196 N. Oak Ct. 801-787-4669
36:145:0021 Lot 21 Plat I
Melissa Grant 05/11/19

David Bergon Justin Bergon 10172 N Oak Court Cedar Hills
Justin Bergon
36:145:0023 Lot 23 Plat I

Beverly French - 10182 N Oak Ct. 801-785-1751
5-11-19
36:145:0022 Lot 22 Plat I

David & Amy Gobble 4235 W Oak Rd N Cedar Hills, UT
801-358-7493
Amy Gobble
36:371:0005 Lot 5 Plat N

JEFFERY O. PUNE 10162 N. OAK et CEDAR HILLS
Jeff O Pye 801-318-8171 36:145:0024 Lot 24 Plat I

L. Scott Taylor 10161 N Oak Rd W 801-718-1705
L. Scott Taylor
36:145:0013 lot 13 Plat I

36:145:0028 Lot 6 Plat I

Choyla Free
4309 W. Oak Rd Cedar Hills
801-781-8078

36:145:0004 Lot 4 Plat I

Ray Layne 4279 W. OAK RD	Ray Layne 4279 W. OAK
Rafayun	Rafayun

36:145:0029 Lot 7 Plat I

KEN HAZELBAKER
10253 N OAK W
916-201-9415

Herna Hazelbaker
10253 N. Oak Rd W
801-866-9270

36:371:0003 Lot 3 Plat N

Wayne Downs
4205 W. Oak Rd N.
Cedar Hills, UT

Jill Downs
4205 W. Oak Rd N.
Cedar Hills
801-319-6016

M E Sjoberg
10199 N. Oak Ct.
Cedar Hills, UT

C. Sjoberg
10199 W. Oak Ct.
C.H. UT.

36:145:0016 Lot 16 Plat I

Kathleen K. Hanks
36:145:0015 Lot 15 Plat I
10185^N Oak Ct.
Cedar Hills UT 84062

~~Bene Couvy Smit~~
785-7426
10233 N. Oak Rd West
~~Ben Smit~~
36:145:0008 Lot 8 Plat I

Jake Lemmon 36:145:0009 Lot 9 Plat I
10219 N Oak Rd
Cedar Hills UT 84062

Jean Peaslee 36:145:0014 Lot 14 Plat I
10147 N Oak Rd W
Cedar Hills UT 84062
Aug. 28, 2019

Bryan LaGrange
10208 N. Oak Rd
Cedar Hills UT 84062
36:145:0020 Lot 20 Plat I

Ray Layne (listed above)
4279 W. OAK RD
Cedar Hills UT

George Peaslee (listed above - Jean Peaslee)
10147 No. oak Rd west
Cedar Hills Utah

Tyler Gardner
10218 N OAK CT
CEDAR HILLS UT 84062

Tina Peaslee Tina Peaslee

36:145:0019 Lot 19 Plat I
LITARDNER



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	12/26/2019

City Council Agenda Item

SUBJECT:	Exit Conference—Fiscal Year 2019 Financial Audit
APPLICANT PRESENTATION:	Steven Rowley, Keddington & Christensen L.L.C.
STAFF PRESENTATION:	Charl Louw, Finance Director
BACKGROUND AND FINDINGS: Review of the annual financial report and the related audit results. Annually we contract with independent auditors to review the basic financial statements. The independent auditors are expected to obtain reasonable assurance that the financial statements are free from material misstatement and are fairly presented in accordance with generally accepted accounting principles. The City received an unqualified opinion, or clean opinion.	
PREVIOUS LEGISLATIVE ACTION: None	
FISCAL IMPACT: None	
SUPPORTING DOCUMENTS: The 2019 comprehensive annual financial report is available online: http://www.cedarhills.org/finance-documents/financial-statements	
RECOMMENDATION: To accept the 2019 annual financial report.	
MOTION: To accept the 2019 annual financial report.	



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	1/7/2020

City Council Agenda Item

SUBJECT:	Appointment of Mayor Pro-Tempore
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Manager
BACKGROUND AND FINDINGS:	
<p>Consistent with UCA 10-3b-302 and City Code 1-5-3, MAYOR AS MEMBER OF CITY COUNCIL; the terms and scope of the duties of Mayor Pro Tempore are defined. In summary, the mayor pro tempore shall have all of the powers and duties of the mayor during his absence, disability or refusal to act. The election of a mayor pro tempore shall be entered in the minutes of the meeting.</p> <p>Councilmembers Geddes and Andersen have both served most diligently in previous years; the next council member to serve would be Councilmember Ellsworth. The term would begin January 7, 2020 and continue to January 5, 2021.</p>	
PREVIOUS LEGISLATIVE ACTION:	
The previous mayor pro tempore is Councilmember Andersen.	
FISCAL IMPACT:	
N/A.	
SUPPORTING DOCUMENTS:	
N/A.	
RECOMMENDATION:	
Staff recommends the City Council elect a member of the City Council as mayor pro tempore for the 2020 term ending January 5, 2021. Based on seniority and who has not served as mayor pro tempore, it is Councilmember Ben Ellsworth's time to serve.	
MOTION:	
To elect Councilmember _____ as Mayor Pro Tempore, who shall have all the powers and duties of the mayor during her absence, disability, or refusal to act according to State and City Codes.	



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	1/7/2020

City Council Agenda Item

SUBJECT:	Assignments to members of the City Council, Staff, and Residents to certain Boards, Committees and Entities.
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Manager
BACKGROUND AND FINDINGS: City Councilmembers, Staff and Residents act as resources, liaisons, and on some boards and committees may be voting members. The Mayor, with advice and consent of the City Council, makes assignments to various boards, committees and entities. The attached list includes the proposed assignments for confirmation with the advice and consent of the City Council.	
PREVIOUS LEGISLATIVE ACTION: N/A	
FISCAL IMPACT: N/A	
SUPPORTING DOCUMENTS: List of Mayor Rees' proposed assignments to various boards, committees and entities, along with the proposed Resolution.	
RECOMMENDATION: Staff recommends the City Council review the Mayors assignments and approve the proposed resolution.	
MOTION: To approve / not approve Resolution No. _____, a resolution assigning members of the City Council, Staff and Residents of the City of Cedar Hills, Utah, to certain Boards, Committees, and Entities.	

BOARD/COMMITTEE	APPOINTMENT	ALTERNATE
UTOPIA	Mayor Rees	Chandler Goodwin
Mountainland Association of Governments (MAG)	Mayor Rees	N/A
County Council of Governments (CCOG)	Mayor Rees	N/A
Utah League of Cities and Towns (ULCT)	Mayor Rees	
Finance Committee	CM Smith	
	Rotating CM	
Legislative Policy Committee (LPC)	Mayor Rees	
	Chandler Goodwin	
	Craig Hall	
Utah Valley Dispatch	CM Andersen	
Beautification, Recreation, Parks & Trails	CM Ellsworth	
Family Festival Committee	CM Miller	
	Greg Gordon	
North Utah Valley Animal Shelter	Jenny Peay	Chandler Goodwin
North Pointe Solid Waste District	Dax Fossum	Chandler Goodwin
Timpanogos Special Service District	Chandler Goodwin	N/A
Communications/Media Relations/Press	Mayor Rees	
Utah Lake Commission	CM Andersen	
Sustainability Coalition of Utah County	CM Geddes	

RESOLUTION NO. _____

A RESOLUTION MAKING ASSIGNMENTS TO MEMBERS OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF THE CITY OF CEDAR HILLS, UTAH, TO CERTAIN BOARDS, COMMITTEES, AND ENTITIES.

WHEREAS, the Mayor of the City of Cedar Hills, Utah, desires to make assignments to members of the City Council, staff, and residents to certain boards, committees, and entities; and

WHEREAS, The City Council of the City of Cedar Hills has determined that it would be in the best interest of the community to have councilmember, staff, and resident participation on certain boards, committees, and entities;

NOW THEREFORE, the City Council of the City of Cedar Hills, Utah, resolves to consent and approve the Mayor’s assignments to members of the City Council, staff, and residents, per the attached document.

PASSED AND APPROVED this 7th day of January, 2020.

Jenney Rees, Mayor

ATTEST:

Colleen A. Mulvey, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	1/7/2020

City Council Agenda Item

SUBJECT:	Review/Action on Authorizing a Cooperative Agreement between the Utah Division of Forestry, Fire and State Lands and the City of Cedar Hills
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Manager; Battalion Chief Eddie Hales
BACKGROUND AND FINDINGS: Because Cedar Hills is no longer a member of the Lone Peak Fire District, the previous cooperative agreement between the State and Lone Peak no longer applies to Cedar Hills. As such, if Cedar Hills wishes to maintain the protection and assistance provided under the agreement, Cedar Hills must adopt a new Cooperative Agreement. The Agreement requires Cedar Hills to maintain a Community Wildfire Preparedness Plan, and to provide an annual commitment statement stating what actions the City will undertake, along with any expenditures detailing efforts to mitigate potential wildfires. As part of the agreement, in the event of any wildfire on State Lands, any aviation costs expended as part of any extended attack on a wildfire will be covered by the State.	
PREVIOUS LEGISLATIVE ACTION: N/A	
FISCAL IMPACT: As part of the annual commitment, the City must expend approximately \$4,000 on weed abatement and mitigation measures. Currently, the City already expends funds as part of the weed abatement program so the added costs to the City should be negligible.	
SUPPORTING DOCUMENTS: Cooperative Agreement between the Utah Division of Forestry, Fire and State Lands and Cedar Hills	
RECOMMENDATION: To approve the agreement	
MOTION: To approve/not approve the proposed agreement between the City of Cedar Hills and the Utah Division of Forestry, Fire and State Lands, and authorize the Mayor to sign the Cooperative Agreement.	

**COOPERATIVE AGREEMENT
BETWEEN THE
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS AND
CITY OF CEDAR HILLS**

This agreement shall become effective on January 1, 2020 and is intended to continue for five years from the date of the last authorized signature and may only be amended by mutual written agreement of the parties. In the event of disagreement between this agreement and any statute or regulation, the statute or regulation shall control. No waiver of any terms of this agreement will be valid unless in writing in accordance with R652-122-200 (2017).

SECTION I: RECITALS AND GLOSSARY OF TERMS

- A. Pursuant to Utah Code § 65A-8-203 (2017), this Cooperative Agreement is required for a county, municipality, or certain other eligible entity (“Participating Entity”) and the State of Utah, Division of Forestry, Fire, and State Lands (“FFSL”)(collectively “parties”) to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
- B. Glossary of Terms
1. Annual Participation Commitment Report – a report prepared by the Participating Entity detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past fiscal year.
 2. Cooperative Agreement – an agreement between FFSL and an Eligible Entity wherein the Eligible Entity agrees to meet a Participation Commitment and provide Initial Attack for wildland fire, and FFSL agrees to pay for wildland fire suppression costs following a Delegation of Fire Management Authority as found in Utah Code § 65A-8-203.1 (2017), as well as all aviation asset costs charged to the incident.
 3. Eligible Entity – as defined in Utah Code § 65A-8-203 (2017), a county, municipality, special service district, local district, or service area with wildland fire suppression responsibility as described in Utah Code § 11-7-1 and wildland fire suppression cost responsibility and taxing authority for a specific geographic jurisdiction; or, with approval by the FFSL director, a political subdivision established by a county, municipality, special service district, local district, or service area that is responsible for providing wildland fire suppression services and paying for the cost of wildland fire suppression.
 4. Extended Attack – actions taken in response to wildland fire after Initial Attack.
 5. Initial Attack –actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number

of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority. (NWCG Wildland Fire Incident Management Field Guide, 2013)

6. Participation Commitment – prevention, preparedness, and mitigation actions and expenditures undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code § 65-A-8-202 (2017) and Utah Code § 65-A-8-202.5(2017).
7. Annual Participation Commitment Statement – a statement prepared by FFSL and sent to the Participating Entity detailing the Participation Commitment for the upcoming fiscal year.
8. Participating Entity – an Eligible Entity with a valid Cooperative Agreement.

SECTION II: CERTIFICATION OF QUALIFICATIONS

FFSL and the Participating Entity certify that the following qualifications have been met:

- A. The Participating Entity is a county, municipality, or other Eligible Entity.
- B. The Participating Entity agrees to adopt within 2 years of signing this agreement, and update within five years of signing this agreement, a Community Wildfire Preparedness Plan (“CWPP”) or an equivalent wildland fire preparedness plan with approval from FFSL.
- C. The Participating Entity’s fire department or fire service provider as defined in Utah Code § 65A-8-203 (2017) meets minimum standards for wildland fire training, certification, and equipment based on nationally accepted standards as specified by FFSL in R652-122-1400 (2017).
- D. FFSL has provided an Annual Participation Commitment Statement and the Participating Entity has reviewed, approved, and returned the signed Annual Participation Commitment Statement to FFSL before the start of the Participating Entity’s fiscal year.
- E. The Participating Entity agrees to implement prevention, preparedness, and mitigation actions, which are identified in their CWPP and lead to reduction of wildfire risk, according to their Annual Participation Commitment Statement.
- F. The Participating Entity is not ineligible for a Cooperative Agreement pursuant to R652-122-200 (2017), R652-121-400 (2017), or R652-121-600 (2017).
- G. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has adopted a wildland fire ordinance based on minimum standards established by FFSL in R652-122-1300 (2017).
- H. If the Participating Entity is a county or has jurisdiction over unincorporated private land,

the county in question has a designated fire warden as described in Utah Code § 65A-8-209.1 (2017) and has entered into a County Warden Agreement (Addendum A).

SECTION III: PARTICIPATION COMMITMENT

FFSL and the Participating Entity agree to the following provisions:

- A. Participation Commitment
 - 1. The Participating Entity agrees to fulfill a Participation Commitment as contained in R652-122-800 (2017) and R652-122-200(6)(c) (2017).
 - 2. The Participation Commitment includes prevention, preparedness, and mitigation actions identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan.

- B. Participation Commitment Expenditures and Activities
 - 1. The Participation Commitment may be met through either direct expenditures or in-kind activities.
 - a. Direct expenditures include funds spent by the Participating Entity to implement wildland fire prevention, preparedness or mitigation actions identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
 - b. In-kind activities include wildland fire prevention, preparedness or mitigation efforts identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
 - i. In-kind expenditures are valued at the rate calculated by the "Independent Sector" (<https://www.independentsector.org/>), the same source used for FFSL's Fire Department Assistance Grant program.
 - c. Participation Commitment cannot be met through direct payment to the State.
 - 2. FFSL staff (e.g., County Warden, WUI Coordinator, FMO, or Area Manager) may assist the Participating Entity with identifying valid Participation Commitment actions and activities based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan. Cooperative Agreement

- C. Participation Commitment Accounting and Reporting
 - 1. The Participating Entity is responsible for accounting for its respective Participation Commitment activities and expenditures.
 - a. Beginning January 1, 2016, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full fiscal year Participation Commitment.
 - b. The value of Participation Commitment expenditures and activities may, in certain instances, "carry-over" to the next fiscal year with the approval of the respective FFSL Area Manager.

- i. The value of capital improvement projects--typically, large “preparedness-type” projects--can carry-over for five years, with no single project’s value accounting for more than 25% of the Participating Entity’s total Participation Commitment for any of those years. This is the same 25% annual maximum that applies to all preparedness activities as noted on Addendum B.
 - ii. All other non-capital improvement actions (e.g., a large fuels reduction project) can carry over for three years. No maximum value applies to mitigation actions as described in Addendum B.
 - iii. It is the responsibility of the Participating Entity to receive approval from their respective FFSL Area Manager in advance of pursuing a carry-over
 - iv. It is the responsibility of the Participating Entity to account for, track and report in their annual Participation Commitment Report the carry-over from year to year.
2. The Participating Entity agrees to provide an Annual Participation Commitment Report detailing the Participation Commitment activities and expenditures to their local FFSL Area Office at the conclusion of the Participating Entity’s fiscal year (via the County Fire Warden) for annual review and approval by FFSL.
 - a. FFSL shall have the right to review and verify records related to the Participation Commitment. FFSL shall also have the right to deny unverifiable or incorrect records.

D. Annual Participation Commitment Statement

1. In advance of a Participating Entity’s fiscal year, FFSL will send the Participating Entity an Annual Participation Commitment Statement.
2. In order to continue participation for the Participating Entity’s upcoming fiscal year, the Participating Entity’s executive officer must approve, sign and return the Annual Participation Commitment Statement to FFSL by the due date contained in the Statement. Failure to do so will terminate this agreement at the conclusion of the Participating Entity’s current fiscal year.
3. The Annual Participation Commitment Statement is based on the Participating Entity’s fiscal year, and the corresponding Participation Commitment must be met throughout the Participating Entity’s next fiscal year.
 - a. For counties, the first year of Participation Commitment will be FY 2017, starting January 1, 2017.
 - b. For cities and towns, the first year of Participation Commitment will be FY 2018, starting July 1, 2017.
 - c. For any other Participating Entity, the fiscal year may vary, so the first year of Participation Commitment will begin at the start of each Participating Entity’s fiscal year.

E. Participation Commitment Calculation

1. The Participation Commitment is based on two elements, a wildfire risk assessment by acres (“Risk Assessment”) conducted by FFSL, and the historic fire cost average (“Fire Cost Average”) in each Participating Entity’s jurisdiction.
 - a. The Risk Assessment is determined by FFSL’s “Utah Wildfire Risk Assessment Portal” (UWRAP), which will be updated as data sources, technology and funding allow.
 - b. The Fire Cost Average is based on historic suppression costs accrued by a Participating Entity. Only wildland fire suppression costs accrued and paid by the State on behalf of a Participating Entity are counted toward that entity’s historic fire cost average. This includes State-paid costs after a Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred.
 - i. The Fire Cost Average is calculated on a rolling ten-year average, dropping the highest and lowest cost years and adjusting for inflation (using the Consumer Price Index); therefore, each ten-year average will have eight data points.
 - ii. The Fire Cost Average will only include State-paid suppression costs for areas for which the Participating Entity has fire suppression responsibility and taxing authority.
2. FFSL will calculate the Participation Commitment for the Participating Entity according to the formula found in R652-122-300 (2017), R652-122-400 (2017) and R652-122-500 (2017).

F. Participation Commitment Appeals

1. Decisions related to the Participation Commitment may be informally appealed to the State Forester.

SECTION IV: INITIAL ATTACK, DELEGATION OF FIRE MANAGEMENT AUTHORITY, TRANSFER OF FISCAL RESPONSIBILITY, and EXTENDED ATTACK

A. Initial Attack

1. The Participating Entity agrees to primary responsibility for Initial Attack (“IA”). IA is defined as actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority (NWCG Wildland Fire Incident Management Field Guide, 2013).

2. Effective wildland fire IA will be determined by FFSL based on the definition above and pursuant to Utah Code § 65A-8-202 (2017), defined as what is reasonable for the entity.
 3. The Participating Entity agrees to financial responsibility for all IA costs except aviation assets, which are the responsibility of the State.
 4. FFSL agrees to financial responsibility for all costs of aviation assets, including both IA and extended incidents.
 - a. Aviation assets on initial run cards as established by the State will not:
 - i. be counted towards a Participating Entity's historic fire cost average for purposes of annually calculating the Participating Entity's Participation Commitment; and,
 - ii. cause the Delegation of Fire Management Authority or Transfer of Fiscal Responsibility.
- B. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility
1. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility ("Delegation") occur simultaneously with one of the following events:
 - a. State or federally owned lands are involved in the incident; or,
 - b. firefighting resources are ordered through an Interagency Fire Center (beyond "pre-planned dispatch"); or,
 - c. at the request of the Participating Entity having jurisdiction by the local fire official on scene; or,
 - d. by decision of the State Forester after consultation with local authorities.
 2. Delegation to FFSL means FFSL or its designee becomes the primary incident commander, in a unified command environment with the agency having jurisdiction.
- C. Extended Attack
1. Upon Delegation a timestamp will be recorded via radio with the Interagency Fire Center servicing the incident.
 2. Delegation documentation will be signed by all parties on the incident organizer and resource needs will be reevaluated in the transition from initial to extended attack.
 3. This timestamp will also be reflected on the Crew Time Reports (CTR)/Shift Ticket of all resources that are not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement.
 4. At the time of the Delegation, a new CTR/Shift Ticket will be started for all resources to be used in the extended attack effort.
 5. FFSL agrees to be financially responsible for the wildland fire suppression costs beyond IA if a Delegation occurs and the Participating Entity meets the terms of Code, Rule and this Agreement.

**SECTION V: WILDLAND FIRE RESPONSE TRAINING, CERTIFICATION
AND EQUIPMENT STANDARDS**

A. Wildland Fire Response Training and Certification

1. FFSL prefers certification by the Utah Fire Certification Council as Wildland Firefighter I as certified by the Utah Fire and Rescue Academy (UFRA).
2. At a minimum, the Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will be trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior. FFSL also recommends S215 Wildland Urban Interface Firefighting Operations.
 - a. This includes firefighters who are directly involved in the suppression of a wildland fire; firefighters on scene who have supervisory responsibility or decision-making authority over those involved in the suppression of a wildland fire; or individuals who have fire suppression responsibilities within close proximity of the fire perimeter.
 - b. This does not include a person used as a courier, driver of a vehicle not used for fire suppression, or a person used in a non-tactical support or other peripheral function not in close proximity to a wildland fire.
 - c. Upon the Delegation of Fire Management Authority, Firefighters not certified by the Utah Fire Certification Council as Wildland Firefighter I will be released from Initial Attack or reassigned to other firefighting duties.
 - d. FFSL reserves the right to reevaluate these requirements.
3. The Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will complete RT130 Annual Fireline Safety Refresher Training prior to each statutory "closed fire season" as found in Utah Code § 65A-8-211(2017).
4. In order to be eligible for state reimbursement for wildland fire suppression response outside of its jurisdiction, a Participating Entity's firefighters and fire departments must follow the qualifications outlined in the FFSL Memorandum of Understanding.

OR

The County or participating entity fire departments for qualified resources used under this agreement on federal, state, or out-of-county (or out of entity) fires pursuant to the terms and conditions outlined in the fire department MOU and rate agreement.

B. Wildland Fire Response Equipment Standards

1. The Participating Entity will ensure that engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on non-federal land within the Participating Entity's jurisdiction will meet the standard for the type of equipment as determined by the National Wildfire Coordinating Group and/or as indicated in FFSL's annual Fire Department Manual.

SECTION VI: WILDLAND FIRE COST RECOVERY LEGAL ACTIONS

- A. Pursuant to Utah Code § 65A-3-4, the Participating Entity agrees to initiate a civil action to recover suppression costs incurred by the Participating Entity and the State of Utah on non-federal land within the Participating Entity's jurisdiction for wildland fire caused negligently, recklessly, or intentionally.
- B. Counsel for FFSL will provide assistance with these actions.
- C. Any costs recovered may reduce the Participating Entity's Historic Fire Cost Average and Participation Commitment.

SECTION VII: BREACH OF THIS AGREEMENT

- A. If, at the end of a fiscal year, FFSL determines that the Participating Entity has not complied with the terms of this agreement, including but not limited to, failing to comply with the Participation Commitment or failing to comply with the terms stated in Utah Code § 65A-8-203(4) (2017), the entity will be placed on Probation Status by FFSL and given notice of this decision, the reasons for this decision, and actions required to remove Probation Status. A decision to place the Participating Entity on Probation Status may be appealed to the State Forester. The State Forester may conduct an investigation, hold an informal hearing, and/or request further information from the Participating Entity and/or the Division.
During Probation Status, the Participating Entity may continue to receive assistance as provided in this Cooperative Agreement, but the Participating Entity must come into compliance with the Cooperative Agreement by the end of the fiscal year.
If the Participating Entity comes into compliance with the Cooperative Agreement by the end of the first Probation Status fiscal year, the Probation Status shall be lifted.
 - 1. If the reason for the Probation Status is that the Participating Entity has failed to fulfill its Participation Commitment during the previous fiscal year, the Participating Entity must fulfill the Participation Commitment for the previous year, as well as the Participation Commitment for the current fiscal year by the end of the fiscal year in order to have its probation status lifted.
 - a. If during the first Probation Status year, the Participating Entity fulfills its Participation Commitment for the previous fiscal year, but not for the first Probation Status year, the Probation Status may be extended for a second fiscal year.
If during the second Probation Status year, the Participating Entity fails to fulfill the Participation Commitment for both the first and second Probation Status years, the Cooperative Agreement shall be revoked as specified in subsection VII(B) herein below.
Participation Commitment expenditures and actions shall be credited towards the outstanding obligation before being credited to the current obligation.
 - b. If the Participating Entity does not come into compliance with the terms of this Cooperative Agreement by the end of the first Probation Status fiscal

year (or second Probation Status fiscal year if the non-compliance is failure to meet the Participation Commitment), this Cooperative Agreement shall be revoked pursuant to Utah Code § 65A-8-203(5)(b)(ii) (2017) and the entity shall not be eligible for assistance from the Wildland Fire Suppression Fund and shall be responsible for wildland fire suppression costs within its jurisdiction pursuant to Utah Code § 65A-8-203.2 (2017)

If a Participating Entity revokes this agreement or if FFSL revokes this agreement for cause, the participating entity shall only be allowed to enter into a new cooperative agreement pursuant to R652-121-600 (2017).

UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS

Authorized Signature

Date

Title

CITY OF CEDAR HILLS

Authorized Signature

Date

Title

APPROVED AS TO FORM:

Assistant Attorney General



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	1/7/2020

City Council Agenda Item

SUBJECT:	Discussion on Alcohol Events at the Vista Room
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Manager
BACKGROUND AND FINDINGS: Staff has been by the Mayor and a few members of the City Council to review our alcohol policy at the Vista Room. Between May 2017 and September 2019 there were 33 events serving alcohol at the Vista Room. At approximately \$400/event, these events brought in \$13,000 of revenue. Based on this trend, alcohol events bring in about \$5,000 in revenue each fiscal year. The current policy on events serving alcohol is found on the second page of the Vista Room contract.	
PREVIOUS LEGISLATIVE ACTION: Click here to enter text.	
FISCAL IMPACT: Lower event rentals revenues by \$5,000 if alcohol is prohibited.	
SUPPORTING DOCUMENTS: Vista Room contract	
RECOMMENDATION: Provide staff with direction on how to proceed.	
MOTION: No motion necessary, discussion item only.	

Alcohol Events

Cons of having alcohol events:

- Need to schedule extra staff
- Typically requires longer hours (more staff)
- Wear and tear on facility
- Wood floor tends to get dirtier
- More apt to have belligerent guests and clients
- Clean up requirements are more often ignored
- Children are less attended
- Limitations/rules are violated by client and guests

Pros of keeping alcohol events:

- Increased revenue
- One of the few venues in the area that allow it
- Larger customer base
- Longer hours (revenue)

Actions we have already taken to resolve some issues:

- Increased the cost with a possibility of a refund to encourage strict rule compliance
- Limiting hours that alcohol can be served
- Must use one of our preferred bar tenders that has an insurance policy
- Last call must be a half hour before end of event

Actions we can implement if we choose to keep alcohol events:

- Increase costs and use funds to hire an off-duty police officer to control unruly guests and clients. This helps safeguard our staff from problems and unruly guests
- Require three guests to be listed as “designated cleaners” who are in charge of making sure the cleaning responsibilities are taken care of at the end of the event

RENTAL CONTRACT FOR The VISTA EVENTS CENTER

Event Date: _____ Rental Time: _____

Event Times: _____

Bride Name: _____ Phone: _____ Email: _____

Groom Name: _____ Phone: _____ Email: _____

Client shall designate a responsible adult to supervise activities on the premises and to coordinate with our Event Hostess throughout the night.

Contact Name: _____ Phone: _____ Email: _____

Event Base Cost _____ Your event will automatically qualify as a Large Event with the pricing of **\$3,500** when you combine alcohol, late hours, and seating for 121-200 people.

- | | |
|--|--|
| <input type="checkbox"/> Alcohol \$700* | <input type="checkbox"/> Additional Tables \$10 each |
| <input type="checkbox"/> Outdoor Ceremony \$200
(120 max) # seats _____ | <input type="checkbox"/> Day Before Setup*** \$400 |
| <input type="checkbox"/> Extra Hours 10pm-11pm \$150 | <input type="checkbox"/> Early Set Up Weekday*** \$250 |
| <input type="checkbox"/> Extra Hours 11pm-12am \$200 | <input type="checkbox"/> Early Set Up Saturday*** \$400 |
| <input type="checkbox"/> Additional Basic Linens \$4/each | <input type="checkbox"/> All Access Rental \$150 |
| <input type="checkbox"/> Specialty Linens** | <input type="checkbox"/> Rental Items A La Carte (See rental pricing on website) |

*\$300 of alcohol fee *may* be refunded after event if all terms of the agreement are met by the client.

**Speak with staff regarding pricing

***Scheduled 2 weeks prior but cannot be guaranteed

Total Event Cost _____

Down Payment \$400

60 Day Payment _____ Due _____

30 Day Payment _____ Due _____

How did you hear about us?

Social Media Release:

The Vista Room at cedar Hills would like permission to post pictures of your event on their Social Media sites, ie. Instagram, Facebook, Pinterest, and the Vista Room blog. You may be contacted via email.

Client Signature _____

Reservation, Down Payment, and Payment Obligations

Room down payment is \$400 which goes toward your final cost. The space is not obligated until signed contract, with a credit card and non-refundable down payment is received by the Vista at Cedar Hills. Half of the total cost is due 60 days prior and the final half is due 30 days prior to the event. Payments not received on time will be charged to the credit card on file. All payments are **non-refundable**.

Postpone or cancelation policy:

Cancelation or postponing must be made in writing at least 6 weeks prior to event. In the case that you cancel with the required 6 week notice, any money you have put down for an event can be transferred ONLY IF your original date is able to be rebooked by another client—if your original date is not rebooked, only your down payment will be available to use for another event within 12 months of your original event date. In the event you postpone less than 6 weeks prior to the event your down payment and any other money will not be refundable or transferable.

Maximum Occupancy:

We allow seating up to 122 people. This is usually plenty of seating for a flowing reception or open house style with 400-500 invitees. If needed, the Vista at Cedar Hills can accommodate up to seating for 200 at an additional fee.

Audio/Visual:

All events may use the Vista at Cedar Hills current sound and video system. Client must provide AUX cord compatible audio device with playlist. All slideshows/videos need to be on either a flash drive, DVD, or HDMI compatible laptop. Only Vista authorized personnel are allowed in the sound system cabinet. We encourage our clients to bring their video/slideshow in prior to their event to ensure it will work on our system.

Set-Up:

The Vista is only responsible for set up of the first event floorplan—this includes tables, chairs, linens, and having rental items available in the room. The renter is responsible for cleaning and rearranging the room for additional events. Rental time must include any personal decorating, catering setup/cleanup and removal of all personal items. Renter and/or vendors may not show up, nor can décor or food be delivered before the designated rental time as noted on contract front page. Only event staff can let you in. Golf employees will not be able to allow you in the room.

Clean-Up:

Renter is responsible for all clean up including taking any sparklers to the large dumpster in the SE lot. Folding chairs and placing on round tables, 8 chairs per table and/or chair carts (no chairs on wood tabletops. Wipe down all wood tables. Clean the catering room by removing everything from fridge and freezer, wipe out fridge, sweep and mop floor, and wipe down counters. Client is responsible for all excess waste and garbage—this includes but is not limited to anything left on floor, tables, and garbage bags. Brooms and other cleaning supplies are provided if needed to collect garbage from floor and other surfaces. All garbage must be taken to dumpster. *Not the green cans.* Remove all belongings and decorations. The City of Cedar Hills is not responsible for items left on the premises. The Bride’s room is available for use with rental of the facility. You are responsible for cleanup of this room at the end of your event. The Vista at Cedar Hills maintains the right to charge the credit card on file for the cost of repair and cleaning service fees. Please do not throw rice, birdseed, confetti, silk flower petals, glitter or any material that causes extra clean up. Helium balloons are not allowed. **If any extra cleanup is required by Vista staff, damages are made to the property, and/or renter stays past their designated rental time, the Cedar Hills Vista maintains the right to charge the credit card on file to cover staffing and/or repair costs.**

Hostess:

The Vista at Cedar Hills provides an event hostess the evening of your event to help with coordination of your time schedule, any needs of the building and tables/chairs set up of your event. Hostess is not required to handle any floral, décor, electronic devices, announcing events or catering related items. Hostesses do not bus tables or clean up after any catering food and/or drink. The client is responsible for their own trash both inside and outside on the patio.

Damage to Premises:

A current credit card number is required to assure faithful performance by Renter of the terms of this agreement. The City of Cedar Hills Vista Room maintains the right to charge Renters credit card for any breach of contract of the Premises or if any part of the Premises are damaged due to Renter’s negligence or willful acts or acts of a family member, agent, invitee, or visitor. Renter will be notified and shall be solely responsible for the costs of repair and or cleaning service fees resulting from a breach of Agreement. Please no tape or holes in walls or floors. Command strips/hooks are okay.

Alcohol:

A \$700 alcohol fee is required 30 days prior to event—which \$300 is refundable if all terms of the agreement are met by the client. The Bar may be open up to 3 hours but must end 30 minutes prior to the end of the event. Alcohol may only be dispensed while the bar is open. Bartender must be from our preferred bartenders. All drinks must be poured by the bartender. No kegs or Brown Bagging allowed. If alcohol use becomes problematic, we reserve the right, at our sole discretion, to terminate the event due to breach of contract and call the police. If you do not pay the alcohol fee, do not sign the alcohol agreement, or notify the Vista at Cedar Hills that you will not be serving alcohol; you are agreeing that there will NOT be any alcohol at this event. If you have alcohol on premises, without meeting the criteria, then the Event Staff and/or City, shall have authority to shut down your event and call local police authorities to assist. This will result in a \$1,000 fine.

I will be serving alcohol at my event. I understand and agree to the statement above.

Client Signature _____ (only if you ARE serving alcohol)

Alcohol Agreement Signed on: _____

I will NOT be serving alcohol at my event. I understand and agree to the statement above.

Client Signature _____ (only if you are NOT serving alcohol)

.....
I have read and agree to the regulations as outlined above. I understand that I am responsible and liable for any additional costs incurred for cleanup, repair, or replacement of the Events Center, its contents, or grounds. The Vista at Cedar Hills, the City of Cedar Hills, and the Cedar Hills Golf Club (all entities will collectively be referred to as the “City” hereafter) must be held harmless from any and all claims. The City assumes no responsibility for any damage or loss of any equipment or other valuables prior to, during, or after the event. Clients understand that during the event and as a result of utilizing services provided by the City, accidents and damage may occur. The City assumes no responsibility for the conducts of guests, members, and/or 3rd parties.

Bride or Groom Signature: _____ Date: _____

.....
For Office Use Only

Vendors _____
Decorator/Florist: _____
Caterer: _____
Cake: _____
Photographer/Videographer: _____
Lighting: _____
DJ/Band: _____

Floorplan: A B C D E

Linen Order

Also Basic 90” x 90”:

Color: _____ **Quantity:** _____

Specialty:

Runner Quantity: _____ **Type:** _____

Sash Quantity: _____ **Type:** _____

120 Round Quantity: _____ **Type:** _____

Topper: Quantity: _____ **Type:** _____

Ordered by: _____
Date: _____



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	1/7/2020

City Council Agenda Item

SUBJECT:	Discussion on Fencing along the Cottonwood Drive Trail, in lieu of raising the Driving Range Nets
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Manager
BACKGROUND AND FINDINGS: Despite raising the golf netting in recent years, several balls are still hit over the nets into the adjacent area. The area includes a pedestrian trail along Cottonwood Drive where balls have the potential to land. Staff is proposing to install fencing along a portion of the trail that has the greatest potential for pedestrians to get hit by an errant golf ball. The proposed fencing is a 6' high fence with a 3' overhang. Currently, the Highland trail that intersects the tee boxes on hole one of the golf course has this type of fencing.	
PREVIOUS LEGISLATIVE ACTION: Click here to enter text.	
FISCAL IMPACT: Bids estimate that the installation will cost about \$25,000	
SUPPORTING DOCUMENTS: N/A	
RECOMMENDATION: Staff recommends that the Council consider adding this fencing to the Capital Projects list in the upcoming calendar year.	
MOTION: No motion necessary, discussion item only.	