CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Tuesday, February 18, 2014 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, February 18, 2014, 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, Invocation given by Chandler Goodwin and Pledge led by C. Augustus
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

4. Minutes from the January 21, 2014 City Council meeting

CITY REPORTS AND BUSINESS

5. City Manager
6. Mayor and Council

SCHEDULED ITEMS

7. Discussion on Concept Plan for Cedar Hills Towne Center by Blu Line Designs, located at 4600 West Cedar Hills Drive
8. Discussion on GRAMA Request Fees and Charges
9. Review/Action on Adopting a Resolution Proclaiming the week of February 24 – March 1, 2014, as "Non-Traditional Student Awareness Week"
10. Review/Action on North Pointe Solid Waste Interlocal Agreement
11. Discussion on City Code Section 10-5-18, Fences

ADJOURNMENT

12. Adjourn

Posted this 14th day of February, 2014 /s/ Colleen A. Mulvey, 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, Assistant City Manager
DATE:	2/18/2014

City Council
Agenda Item

SUBJECT:	Conceptual Plan by Blu Line Designs for Cedar Hills Towne Center
APPLICANT PRESENTATION:	Cory Shupe and Doug Young
STAFF PRESENTATION:	Chandler Goodwin

BACKGROUND AND FINDINGS:

Based on Planning Commissions and City Council requests, as well as resident feedback concerning the overall layout of the site plan, Blu Line Design and Doug Young have modified the proposal to accommodate these concerns. The proposed modifications further reduce the impact of the proposed commercial development on the residents in the surrounding area. The proposal incorporates three and four stories, rather than four and five.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

Conceptual site plan.

RECOMMENDATION:

Staff recommends that City Council discuss the conceptual plan for the proposed facility located at 4600 W and Cedar Hills Dr.

MOTION:

No motion is necessary at this time. This is a discussion item only.

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David H. Bunker
DATE:	2/18/2014

City Council
Agenda Item

SUBJECT:	GRAMA Requests, Fees and Charges
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	David Bunker

BACKGROUND AND FINDINGS:

The City Council has asked to discuss GRAMA requests, fees and charges. During calendar year 2013, approximately 50 GRAMA requests were received and filled. During the calendar year 2012, approximately 56 GRAMA requests were received and filled. The average compilation time spent to fulfil an average request is approximately 30 minutes or less. Several voluminous requests have also been received. The compilation time spent to fulfil those requests varies depending on the scope of the information provided.

In addition to compilation efforts by staff, redaction of private, protected, or privileged information is also necessary and may require legal review. Fees and charges for legal review are borne by the City.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

Varies.

SUPPORTING DOCUMENTS:

None.

RECOMMENDATION:

No action is necessary. A discussion regarding GRAMA requests, fees and charges should be had to underpin current city policy.

MOTION:

No action is necessary. This item is a discussion item only.

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David H. Bunker
DATE:	2/18/2014

City Council
Agenda Item

SUBJECT:	Non-Traditional Student Awareness Week Resolution
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	David Bunker

BACKGROUND AND FINDINGS:

The Utah Valley University Non-Traditional Student Recruiters are participating in Governor Herbert's "On PACE to 66% by 2020" plan. The plan is to ensure that Utah is on pace to have 66 percent of the adult population earn a post-secondary degree or certification by the year 2020.

UVU has asked for the City's participation and support with this initiative by declaring the week of February 24 – March 1, 2014 as "Non-Traditional Student Awareness Week."

UVU will be hosting a Non-Traditional Mini Conference on March 1st at the UVU Sorensen Student Center. The conference is designed to help the non-traditional student overcome obstacles that stand in the way of receiving a degree.

They invite the City to display their proclamation at this mini conference. Also, at their UVU men's basketball game on February 27th, there will be special announcements and recognition of city officials at the game.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

None

SUPPORTING DOCUMENTS:

Proposed resolution, Governor Herbert's Education Plan.

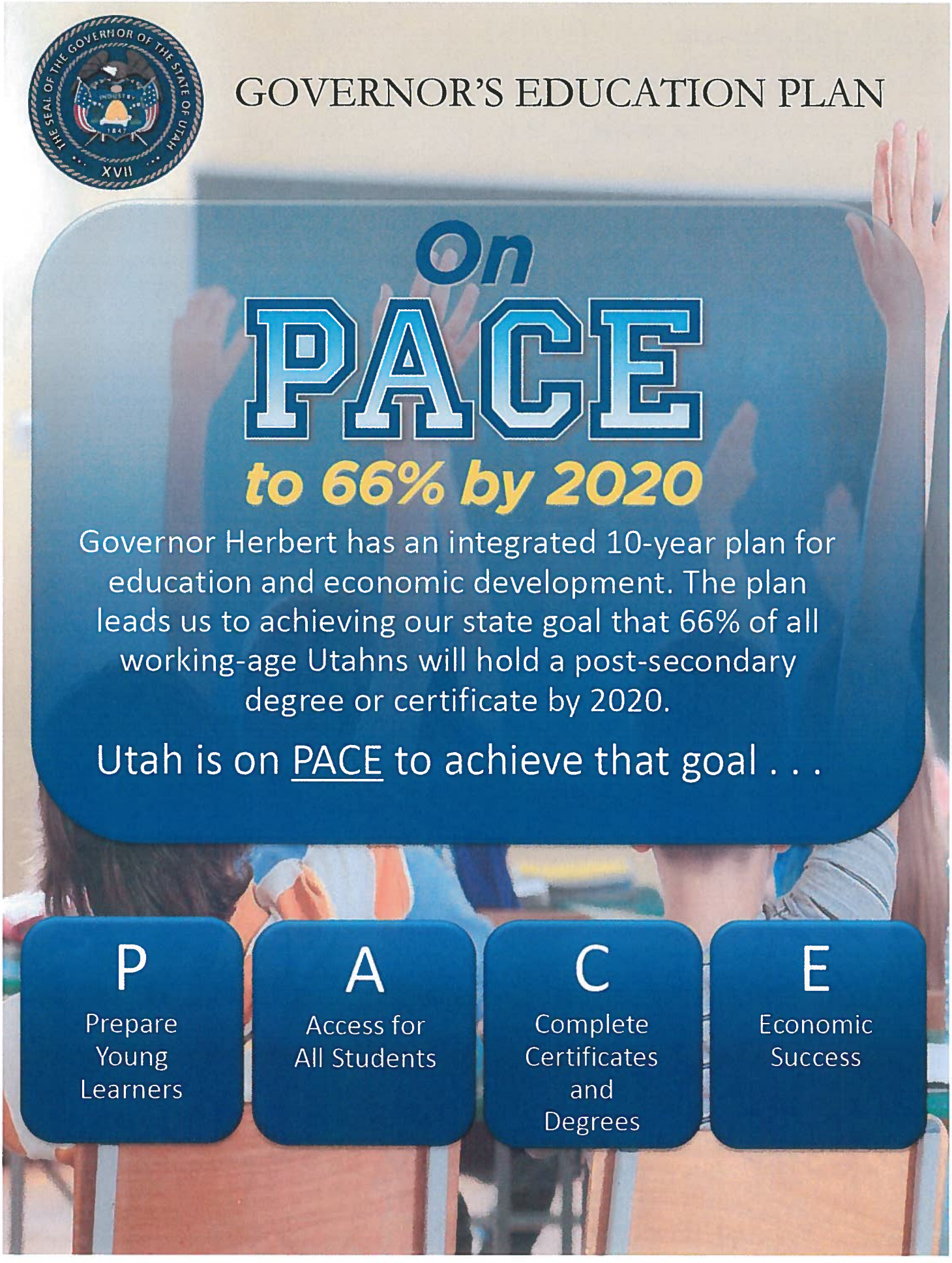
RECOMMENDATION:

Adopt the proposed resolution declaring February 24 – March 1, 2014 as Non-Traditional Student Awareness Week.

MOTION:

To adopt Resolution _____, A resolution of the City Council of the City of Cedar Hills, Utah, proclaiming February 24 – March 1, 2014 as "Non-Traditional Student Awareness Week" in Cedar Hills.

GOVERNOR'S EDUCATION PLAN



On PACE

to 66% by 2020

Governor Herbert has an integrated 10-year plan for education and economic development. The plan leads us to achieving our state goal that 66% of all working-age Utahns will hold a post-secondary degree or certificate by 2020.

Utah is on PACE to achieve that goal . . .

P	A	C	E
Prepare Young Learners	Access for All Students	Complete Certificates and Degrees	Economic Success

Governor's Education Excellence Commission

2013 Legislative Recommendations

On **PACE** to 66% by 2020

Resolution

66% by 2020:
Utah is poised to make huge strides in economic development. Increasing education levels and specialized training will allow Utah to keep PACE with future workforce demands. Governor Herbert, therefore, requests the Legislature adopt a resolution to support the goal: 66% of Utah's working-age population will hold a postsecondary degree or certificate by the year 2020.

Governor's Highest Priorities for Education

Fund Growth for 13,254 new students:

- Increase funding levels for 13,254 new students in public schools next year ($95.7M)

Fund Compensation for 13,254 new students:

- Attract and maintain the highest-quality educators by increasing compensation: 1% for post-secondary and 1.16% WPU increase for public schools

P - Prepare Young Learners

Early Intervention and At-Risk Supports:

- Expand targeted early interventions and Optional Extended-Day Kindergarten ($10M)
- Provide age and demographic-appropriate interventions at each grade level ($3.9M)

STEM Initiatives:

- Improve middle school math, teacher training, online courses, and USTAR collaborations ($5M-1x)
- Create a STEM Resource Center ($4M-1x and $500K ongoing)

21st Century Learning:

- Install computer adaptive testing (CAT) hardware for all students ($13.2M-1x)
- Provide one-to-one computer learning devices and teacher training ($2.95M)

Teaching and Organizational Support:

- Provide Math and English/Language Arts professional development for teachers ($1M)
- Provide reimbursement funds for teachers supplies ($5M)
- Support school districts with extraordinary special education costs ($1.04M)
- Expand dual immersion programs to remain a national leader ($240K)
- Protect teacher and student information with increased USOE data security ($1.2M)
- Implement teacher performance evaluation and funding per SB-64 ($450K)
- Expand Beverly Taylor Arts Program to more elementary schools ($4M-1x)

A - Access for All Students

College/Career Preparedness:

- Institute the ACT, PLAN, and EXPLORE as mandatory college/career prep exams ($800K)
- Complete Technology Intensive Concurrent Enrollment online high school courses required for associate's degrees ($600K-1x)
- Complete UtahFutures.org counseling and career planning tool ($2.4M-1x)

C - Complete Certificates and Degrees

Applied Technology Expansion:

- Invest in scholarships for UCAT students ($250K)
- Dramatically expand UCAT programming, course offerings, and enrollments to triple the number of certificates awarded ($9.75M)
- Replace outdated equipment on UCAT campuses ($500K)

Higher Education Programming and Performance:

- Implement Mission-Based Performance Funding to create market-based incentives and increase retention, completion, and innovation in higher education ($11M)
- Increase programming, retention, and completion in STEM and health-related fields with matching funds from institutions of higher education ($20M)
- Invest in U of U Medical School to produce 20 more doctors per year ($6.5M)

Women's College Taskforce:

- Provide incentives and resources for women pursuing or returning to complete a post-secondary certificate or degree ($100K)

Expand Campus Facilities:

- Initiate development, plan, and design for WSU Science Building ($3.975M)
- Approve bonding measure for UVU classroom building to accommodate massive enrollment increases ($45M bond)
- Approve land purchase for Dixie State College campus ($1.5M bond)
- Provide funding for technology expansion on campuses ($350K-1x)

E - Economic Success

Align Education and Workforce Data:

- Maintain Utah Data Alliance to develop a comprehensive data integration system for collaboration among UEN, USHE, UCAT, USOE, and DWS ($600K)

Metrics Charting Progress

The Governor's Education Excellence Commission has developed specific metrics to measure Utah's **PACE** and progress toward the 66% by 2020 goal.

Prepare

90% proficiency In 3rd, 6th, and 8th grade reading

90% proficiency in 3rd, 6th, and 8th grade math

90% of high school students taking the ACT

Access

90% high school graduation rate

80% of high school students pursuing postsecondary credit

Eliminate waiting lists or "soft caps" in required post-secondary courses

Complete

13% of Utahns with a board-approved certificate

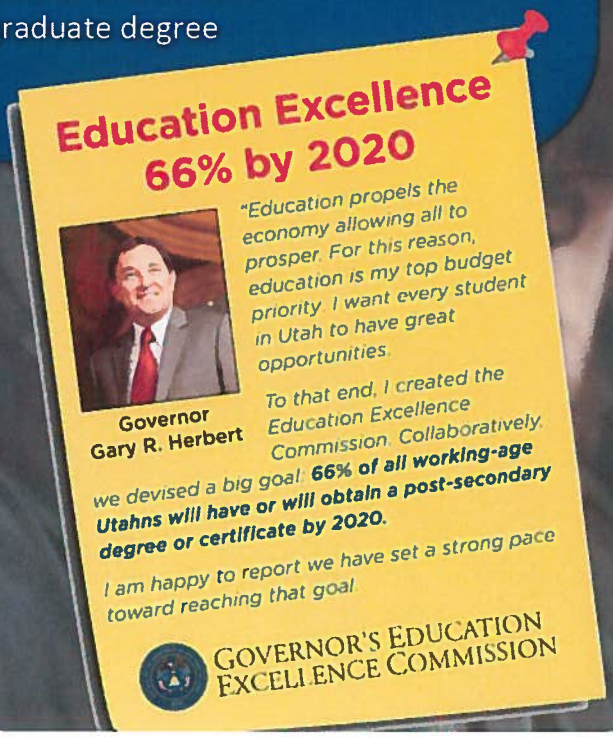
14% of Utahns with associates degree

28% of Utahns with Bachelor's degree

11% of Utahns with graduate degree

Economy

90% of graduates employed in chosen field earning living wages or better



We appreciate your feedback. If you have any questions please contact:

Christine Kearl, Ph. D
Director of Education
(801) 538-1686 ckearl@utah.gov

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, PROCLAMING FEBRUARY 24 – MARCH 1, 2014 AS NON-TRADITIONAL STUDENT AWARENESS WEEK IN CEDAR HILLS.

WHEREAS, the City of Cedar Hills recognizes the importance of education and economic development; and

WHEREAS, Governor Gary R. Herbert has integrated a 10 year plan for education and economic development called On PACE to 66% by 2020, which stands for: Prepare young learners, Access for all students, Complete certificates and degrees, Economic success ; and

WHEREAS, the City wishes to support the On PACE to 66% by 2020 plan, and participate with Utah Valley University's efforts to provide information and opportunities for the non-traditional student to pursue a post-secondary education.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Hills, Utah, and on behalf of the residents, to hereby proclaim February 24 – March 1, 2014 as "Non-Traditional Student Awareness Week" in Cedar Hills.

PASSED AND ORDERED RECORDED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 18TH DAY OF FEBRUARY, 2014.

_____
Gary R. Gygi, Mayor

ATTEST:

_____
Colleen Mulvey, City Recorder

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	2/18/2014

City Council
Agenda Item

SUBJECT:	Interlocal Agreement - North Pointe Solid Waste District
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker

BACKGROUND AND FINDINGS:

The North Pointe Solid Waste District acting as administrator of the solid waste special service district of Utah County has prepared the proposed Interlocal agreement. Some key points include the following:

The initial term shall commence immediately through a term to December 31, 2019.

Twelve 2-year terms will automatically renew the agreement following the initial term.

A 13-month notice is required to withdraw from the District.

Upon withdrawal, cities would forfeit any interest and pay additional fees to dispose of waste.

A fee will be assessed to rejoin the District at a later date. It is also important to note that the contract REQUIRES the city commit its entire waste stream regardless of our contracted hauler. This may limit some haulers from giving the city a competitive bid in the future.

The tipping rate for North Pointe is currently $31.50/ton. The City tips approximately 3,650 tons/year.

UPDATE:

Enclosed are tipping rates as proposed by Intermountain Regional Landfill. In addition to tipping fees, our contract hauler would have an increase in hauling cost.

Also you will find a proposal from DCD Transfer for MSW if delivered to their facility in Orem.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

Fiscal impact will vary. Options should be discussed.

SUPPORTING DOCUMENTS:

Interlocal Cooperation Agreement. IRL tipping rates. DCD Transfer proposal.

RECOMMENDATION:

Staff recommends the council review the information provided and direct staff accordingly. As the original item placed on the agenda is the approval of the Interlocal Agreement with North Pointe Solid Waste District, it would be appropriate to address that specifically.

MOTION:

To approve/not approve the Interlocal Cooperation Agreement for the North Pointe Solid Waste Special Service District for the purpose of solid waste disposal.

INTERMOUNTAIN
regional landfill

January 31, 2014

City of Cedar Hills
C/O: David Bunker
City Manager

David,

Thank you for your consideration and interest in the Intermountain Regional Landfill (IRL) as a potential disposal site. The IRL is a permitted Class V landfill servicing Northern Utah County and Salt Lake County. We are fully capable of meeting the waste management needs of the City of Cedar Hills and with our proximity, are the lowest-cost service provider. As per request, I am proposing the following tipping rates for the City of Cedar Hills' residential municipal solid waste, received at the IRL. The City is invited to contract directly with the IRL if it is deemed advantageous. The proposed rates are as follows:

2014*	$15.00/ton
2015	$15.50/ton
2016	$16.00/ton
2017	$16.50/ton
2018	$17.00/ton

*Calendar Year beginning January 1st, ending on the last day of the year.

The IRL can also accommodate any resident of Cedar Hills in disposing of their waste at our site. The IRL will honor any voucher system the City has in place. In lieu of a voucher, the residents may pay at the site- the current rate is $7/pick-up load up to 500 lbs or $20/ton for loads exceeding that.

I believe that you will find these rates very competitive, and I hope that we are able to work together. I am open to discussing an extension beyond the 5 years outlined in this proposal if the City desires. Let me know of any questions I can answer, or anything else you would care to discuss.

Thanks again for your consideration,

Rob Richards

General Manager
Intermountain Regional Landfill

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DCD Transfer
A Dunn Company

February 12, 2014

City of Cedar Hills
City Manager/City Engineer
10640 North Clubhouse Drive
Cedar Hills, Utah 84062

RE: DCD Orem Transfer Station
Mike Dunn

Attn: David H. Bunker

I am writing this letter asking for the opportunity to bid on the city Municipal Solid Waste.

DCD Orem has been a licensed Transfer Station located at 520 North Geneva Road, Orem, Utah, for over 10 years. We started with construction demolition waste at first, and then we expanded into recycle two years later. Approximately a year and a half we were able to expand again and start accepting MSW (Municipal Solid Waste) loads with the opening of IRL Landfill.

This has opened up more options to the city than just Northe Pointe Sanitation District.

DCD Orem is ready to reduce the cost to the city as well as lock in a price on a 5 year contract. Our price is $28.00 per ton for the 5 years.

With this contract DCD Orem will honor all present Public Voucher Systems at $7.00 for the first 500 lbs; $14.00 for up to 1000 lbs; and after 1000 lbs costs will be as follows:

$7.00 for each 500 lbs a DCD Orem Transfer Station
$20.00 per ton at IRL Landfill
($20.00 per ton at 5 Mile Landfill if load has MSW present)

Green waste can be accepted at all three facilities, but is better to be taken to Timpanogos Sewer District. DCD Orem Transfer Station can take all city clean-up cans at Orem, 5 Mile Landfill and IRL Landfill.

DCD Orem Transfer Station works in hand with Dunn Recycling to recycle anything we can out of your trash. We would be willing to work with the city on any recycling programs that the city may need.

INTERLOCAL COOPERATION AGREEMENT

by and among

ALPINE CITY

AMERICAN FORK CITY

THE TOWN OF CEDAR FORT

CEDAR HILLS CITY

EAGLE MOUNTAIN CITY

THE TOWN OF FAIRFIELD

HIGHLAND CITY

LEHI CITY

LINDON CITY

OREM CITY

PLEASANT GROVE CITY

THE CITY OF SARATOGA SPRINGS

THE TOWN OF VINEYARD

and

NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT

Relating to the delivery of municipal solid waste to the District

AGREEMENT NO. 2013- _____

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT made and entered into by and among Alpine City, American Fork City, The Town Of Cedar Fort, Cedar Hills City, Eagle Mountain City, the Town Of Fairfield, Highland City, Lehi City, Lindon City, Orem City, Pleasant Grove City, Saratoga Springs City, and the Town Of Vineyard, all municipalities of the State of Utah, herein individually referred to as "City" and collectively referred to as "Cities" and the North Pointe Solid Waste Special Service District, a political subdivisions of the State of Utah, herein referred to as "District." The parties to this Agreement are individually referred to as "Party" and collectively referred to as "Parties".

RECITALS

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

WHEREAS, all of the Parties to this Agreement share common issues related to the collection, transfer, transportation, and disposal of municipal solid waste, including curb-side collected waste, waste transported by individual citizens of Cities, and other waste materials; and

WHEREAS, the District was established to provide solid waste services for the Cities and the residents of the Cities; and

WHEREAS, the District has been efficiently and effectively provided these services for over 30 years; and

WHEREAS, the planned construction of the Vineyard Connector road by the Utah Department of Transportation has necessitated the redesign and retrofit of District facilities and daily operations; and

WHEREAS, the District has committed approximately $1,800,000 toward the redesign and retrofit of its existing transfer station operations; and

WHEREAS, the funding and amortizing of the redesign and retrofit expenses are dependent upon the continued receipt by the District of the curb-side collected waste generated by the citizens of the Cities (all solid waste generated by the citizens of the Cities and collected at curb-side is referred to herein as "Curb-Side Waste"); and

WHEREAS, from 2008 through the completion of the redesign and retrofit of the District facilities, the District will have invested approximately $5,400,000 in District facilities, and approximately $1,950,000 in District equipment, to be able to provide solid waste disposal services to the member municipalities and their citizens; and

WHEREAS, the District has renewed its existing contract with Republic Waste Services for the transportation and disposal of waste collected at the transfer station owned and operated by the District; and

WHEREAS, as an additional benefit to the citizens of the Cities, the District also accepts waste transported to the District facilities by the individual citizens of the Cities; and

WHEREAS, the District also provides or participates in various additional expanded waste collection operations and services, including household hazardous waste collection,

assistance with prescription drug collection events, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the District is able to provide the expanded waste disposal services to the citizens of the Cities by subsidizing the associated expenses through the Curb-Side Waste receipts; and

WHEREAS, the expanded waste disposal services provided by the District to the citizens of the Cities constitute a direct benefit to the public good by providing for an appropriate disposal facility for such waste, thereby preventing the unlawful or inappropriate disposal of such waste materials; and

WHEREAS, the joint cooperative action of the Cities in committing the delivery of all Curb-Side Waste generated by the citizens of the Cities to the District allows the District to obtain better long term agreements for the transportation and disposal of the waste, providing a lower long term cost to the citizens of the Cities for solid waste disposal; and

WHEREAS, the long term committed delivery of Curb-Side Waste to the District is critical to the ability of the District to meet its commitments and provide solid waste services to the general public;

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.

a. This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the satisfaction of all statutory requirements and the signature of the Agreement by the District

and any other City. This Interlocal Cooperation Agreement shall become effective and shall enter into force with regard to each additional City, upon the satisfaction of all statutory requirements and the signature of the Agreement by the additional City.

b. The initial term of this Interlocal Cooperation Agreement shall be from the effective date hereof until midnight December 31, 2019, and shall automatically renew for twelve additional terms of two years each; provided that any Party shall have the option to withdraw from this Agreement as of the end of the then existing term, if such Party provides written notice of withdrawal to the District on or before thirteen months prior to the end of the then existing term. By way of illustration, if the withdrawing Party desires to withdraw at the end of the initial term, December 31, 2019, the withdrawing Party would be required to provide written notice to the District prior to December 1, 2018; and if the withdrawing Party desires to withdraw at the end of the second term, December 31, 2021, the withdrawing Party would be required to provide written notice to the District prior to December 1, 2020.

c. If a Party, after providing the required written notice, withdraws from this Agreement, this Agreement shall not automatically terminate with regard to the remaining Parties, but shall remain in full force and effect as to the remaining Parties. If a Party withdraws from this Agreement, the District shall have no obligation to accept waste from such Party, or from the citizens of such Party, after the effective date of the withdrawal. If the District elects to accept such

waste, the District shall impose such fees as determined by the District, which fees may be in excess of the fees charged to the non-withdrawing Parties.

d. If a Party withdraws from this Agreement, the withdrawing Party shall automatically forfeit all interest of the withdrawing Party in the District assets. If a Party desires to be reinstated as a party to this Agreement, or later desires to obtain the services provided by the District, the reinstating Party shall provide written notice to the District and shall pay to the District an amount equal to the fair market value of the District assets, computed as of the date of the reinstatement, as determined by the District, times the reinstating Party's percentage of the total annual Curb-Side Waste which would have been received by the District for the calendar year prior to the date of reinstatement, if the reinstating Party had delivered all of its Curb-Side Waste to the District, as documented by the reinstating Party and as verified by the District. By way of illustration, if the reinstating Party generated 5,000 tons of Curb-Side Waste during the calendar year prior to the date of reinstatement, and the District received 95,000 tons of Curb-Side Waste during the calendar year prior to the date of reinstatement, the reinstating Party would have provided 5% of the total of 100,000 tons of Curb-Side Waste received by the District if the reinstating Party had delivered all of its Curb-Side Waste to the District, and the reinstating Party would pay to the District 5% of the fair market value of the District assets. The District shall have the right to reduce the reinstatement fee to such amount as determined to be in the best interest of the District. This reinstatement provision

shall not be applicable to new governmental entities who desire to join as parties to this Agreement. New governmental entities who desire to join as parties to this Agreement shall pay such fee as determined by the District.

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.

Section 3. Purpose.

This Interlocal Cooperation Agreement has been established and entered into among the Parties for the purpose of facilitating the efficient operation of solid waste services provided by the District. In accordance with said purpose, the Parties, jointly and severally, agree to the following:

a. Each City agrees to deliver exclusively to the District, or cause to be delivered exclusively to the District, all of the Curb-Side Waste generated by the citizens of such City.

b. District agrees to accept from the Cities the Curb-Side Waste, subject to the fee schedules, rules, regulations, and procedures adopted by the District.

Section 4. Manner of Financing.

This Interlocal Cooperation Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for their respective obligations arising under this Interlocal Cooperation Agreement.

Section 5. Manner of Holding, Acquiring, or Disposing of Property.

The Parties agree that each Party shall maintain separate ownership and control over its own real and personal property.

Section 6. Termination.

This Interlocal Cooperation Agreement shall automatically terminate at the end of the twelfth renewal term as described in Section 1 of this Agreement. This Interlocal Cooperation Agreement may also be terminated in advance of the automatic termination date by mutual written agreement of the Parties.

Section 7. Administrator.

Pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Parties agree that the District shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The Parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the Parties.

Section 8. Indemnification.

Each of the Parties is a political subdivision of the State of Utah. Each of the Parties agrees to indemnify and save harmless the others for damages, claims, suits, and actions arising out of such Party's negligent error or omission in connection with this Agreement. It is expressly agreed between the Parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act of Utah, Section 63G-7-101, et. seq., Utah Code Annotated, 1953 as amended. The Parties to this Agreement specifically claim the

privileges, protections and immunities of the Governmental Immunity Act of Utah and limits of liability contained therein.

Section 9. Filing Of Interlocal Cooperation Agreement.

A copy of this Interlocal Cooperation Agreement shall be placed on file in the office of the District and with the official keeper of records of the Cities, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 10. Notices and Contacts.

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or three days after such notice is deposited in the United States Mail, postage prepaid, and certified, and addressed to the Parties as set forth below:

Alpine City
Attn: City Recorder
20 North Main
Alpine, UT 84004

American Fork City
Attn: City Recorder
51 East Main
American Fork, UT 84003

The Town of Cedar Fort
Attn: Town Recorder
50 East Center Street
Cedar Fort, UT 84013

Cedar Hills City
Attn: City Recorder
10246 North Canyon Road
Cedar Hills, UT 84062

Lehi City
Attn: City Recorder
153 North 100 East
Lehi, UT 84043

Lindon City
Attn: City Recorder
100 North State Street
Lindon City, UT 84042

Orem City
Attn: City Recorder
56 North State Street
Orem, UT 84057

Pleasant Grove City
Attn: City Recorder
70 South 100 East
Pleasant Grove, UT 84062

Eagle Mountain City
Attn: City Recorder
1650 East Stagecoach Run
Eagle Mountain, UT 84005

City of Saratoga Springs
Attn: City Recorder
1307 North Commerce Drive, #200
Saratoga Springs, UT 84045

Town of Fairfield
Attn: Town Recorder
PO Box 271
Fairfield, UT 84013

Town of Vineyard
Attn: Town Recorder
240 East Gammon Road
Vineyard, UT 84058

Highland City
Attn: City Recorder
5400 West Civic Center, Suite 1
Highland, UT 84003

North Pointe Solid Waste
Special Service District
Attn: District Manager
2000 West 200 South
Lindon, UT 84042

Section 11. Additional Provisions.

a. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

b. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

c. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

d. Time. Time is of the essence of this Agreement.

e. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy based upon a breach thereof shall constitute a waiver of any such

breach or of such or any other covenant, agreement, term or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

f. Rights and Remedies. Any party in breach of this Agreement shall be liable for all damages arising out of such breach, to the fullest extent permitted by applicable law. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

g. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

h. Litigation. If any action, suit or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing Party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non prevailing Party.

i. Recitals. The Recitals, as set forth above, are incorporated into this Agreement.

j. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

k. Amendments. This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be approved and executed in compliance with the requirements of the Interlocal Cooperation Act.

l. No Third Party Beneficiaries. This Agreement is not intended to benefit any party or person not named herein.

IN WITNESS WHEREOF, the Parties have signed and executed this Interlocal Cooperation Agreement on the dates listed below:

ALPINE CITY

Authorized and passed on the _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

_____
CITY ATTORNEY

AMERICAN FORK CITY

Authorized and passed on the _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

_____
CITY ATTORNEY

TOWN OF CEDAR FORT

Authorized and passed on the _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
TOWN RECORDER

Reviewed as to proper form and compliance with applicable law:

_____
TOWN ATTORNEY

CEDAR HILLS

Authorized and passed on the _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

_____
CITY ATTORNEY

EAGLE MOUNTAIN CITY

Authorized and passed on the _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

_____
CITY ATTORNEY

TOWN OF FAIRFIELD

Authorized and passed on the _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
TOWN RECORDER

Reviewed as to proper form and compliance with applicable law:

_____
TOWN ATTORNEY

HIGHLAND CITY

Authorized and passed on the _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

_____
CITY ATTORNEY

LEHI CITY

Authorized and passed on the _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

_____
CITY ATTORNEY

LINDON CITY

Authorized and passed on the _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

_____
CITY ATTORNEY

OREM CITY

Authorized and passed on the _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

_____
CITY ATTORNEY

PLEASANT GROVE CITY

Authorized and passed on the _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

_____
CITY ATTORNEY

THE CITY OF SARATOGA SPRINGS

Authorized and passed on the _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

_____
CITY ATTORNEY

TOWN OF VINEYARD

Authorized and passed on the _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
TOWN RECORDER

Reviewed as to proper form and compliance with applicable law:

_____
TOWN ATTORNEY

NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT

Authorized and passed on the _____ day of _____, 2013.

By: _____
RANDY FARNWORTH, Chair

ATTEST:

_____

Reviewed as to proper form and compliance with applicable law:

_____
H. CRAIG HALL, Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CEDAR HILLS, UTAH, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT PERTAINING TO DELIVERY OF MUNICIPAL SOLID WASTE TO THE DISTRICT

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

WHEREAS, all of the Parties to this Agreement share common issues related to the collection, transfer, transportation, and disposal of municipal solid waste, including curb-side collected waste, waste transported by individual citizens of Cities, and other waste materials; and

WHEREAS, the District was established to provide solid waste services for the Cities and the residents of the Cities; and

WHEREAS, the District has been efficiently and effectively providing these services for over 30 years; and

WHEREAS, the planned construction of the Vineyard Connector road by the Utah Department of Transportation has necessitated the redesign and retrofit of District facilities and daily operations; and

WHEREAS, the District has committed approximately $1,800,000 toward the redesign and retrofit of its existing transfer station operations; and

WHEREAS, the funding and amortizing of the redesign and retrofit expenses are dependent upon the continued receipt by the District of the curb-side collected waste generated by the citizens of the Cities (all solid waste generated by the citizens of the Cities and collected at curb-side is referred to herein as "Curb-Side Waste"); and

WHEREAS, from 2008 through the completion of the redesign and retrofit of the District facilities, the District will have invested approximately $5,400,000 in District facilities, and approximately $1,950,000 in District equipment, to be able to provide solid waste disposal services to the member municipalities and their citizens; and

WHEREAS, as an additional benefit to the citizens of the Cities, the District also accepts waste transported to the District facilities by the individual citizens of the Cities; and

WHEREAS, the District also provides or participates in various additional expanded waste collection operations and services, including household hazardous waste collection, assistance with prescription drug collection events, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the District is able to provide the expanded waste disposal services to the citizens of the Cities by subsidizing the associated expenses through the Curb-Side Waste receipts; and

WHEREAS, the expanded waste disposal services provided by the District to the citizens of the Cities constitute a direct benefit to the public good by providing for an appropriate disposal facility for such waste, thereby preventing the unlawful or inappropriate disposal of such waste materials; and

WHEREAS, the joint cooperative action of the Cities in committing the delivery of all Curb-Side Waste generated by the citizens of the Cities to the District allows the District to obtain better long term agreements for the transportation and disposal of the waste, providing a lower long term cost to the citizens of the Cities for solid waste disposal; and

WHEREAS, the long term committed delivery of Curb-Side Waste to the District is critical to the ability of the District to meet its commitments and provide solid waste services to the general public;

Now Therefore be it Resolved by the Municipal Council of the City of Cedar Hills, Utah as follows:

1. That it hereby approves that certain Interlocal Agreement attached as Exhibit "A", as presented.

2. That the mayor be authorized to sign said Interlocal Agreement and that city recorder be authorized to attest said agreement.

Passed, adopted and approved this ____ day of _____, 2014.

_____
Gary R. Gygi, Mayor

Attest:

_____
Colleen A. Mulvey, City Recorder

CITY OF CEDAR HILLS

TO:	Planning Commission
FROM:	David Bunker, City Manager
DATE:	2/18/2014

Planning Commission
Agenda Item

SUBJECT:	Discussion On Ordinance 10-5-18: Fences
APPLICANT PRESENTATION:	n/a
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager

BACKGROUND AND FINDINGS:

City Council has requested that a discussion be held concerning the current City Code regarding fencing (10-5-18). Current City Code has special language regarding fencing adjacent to public parks, trails, and certain major streets. In these areas identified on the City's master plan for parks and trails, only open fences may be constructed (open is defined as 40% open). Council has asked to discuss this provision and possibly make a recommendation to the Planning Commission for its modification.

PREVIOUS LEGISLATIVE ACTION:

None

FISCAL IMPACT:

n/a

SUPPORTING DOCUMENTS:

Street/Parkway Fence Overlay Map

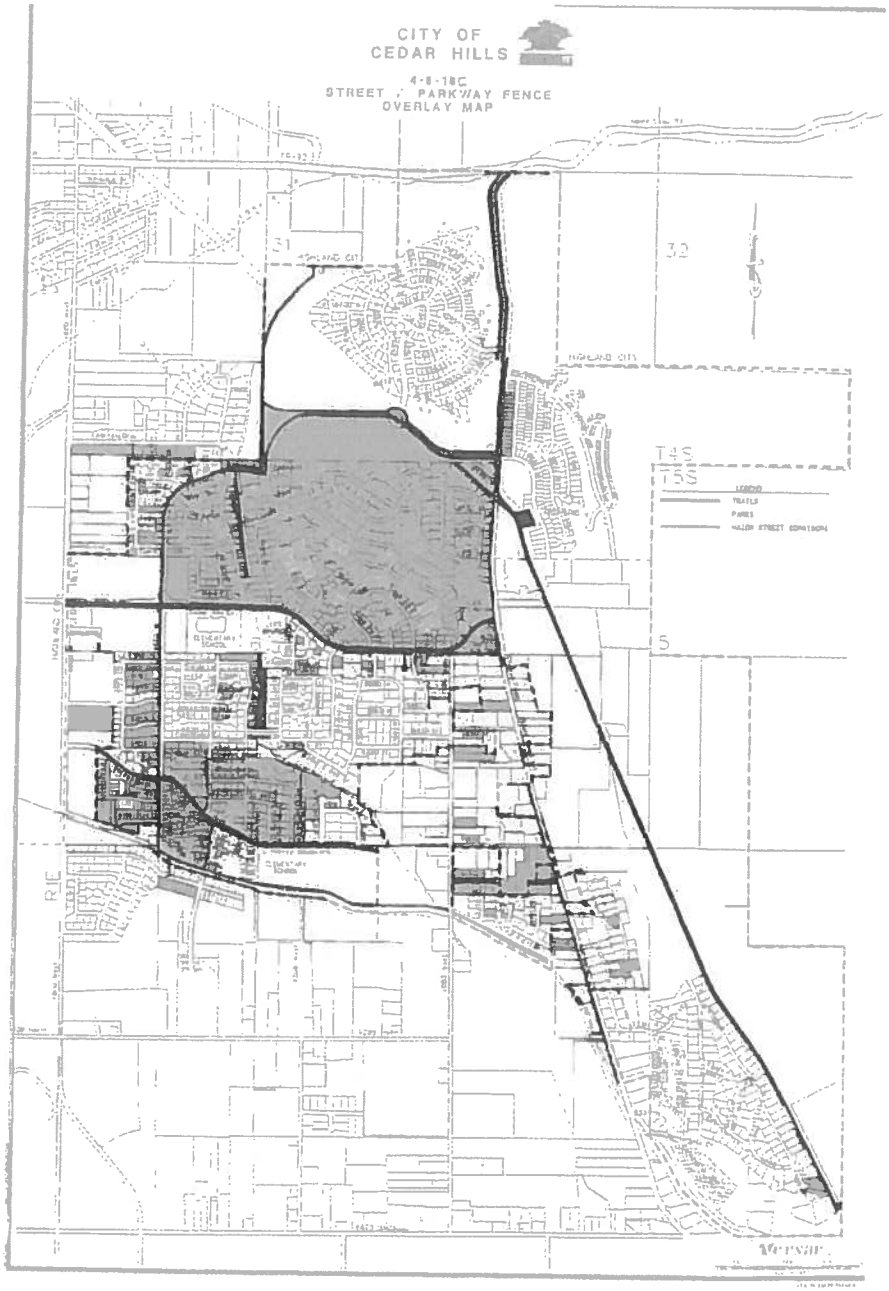
RECOMMENDATION:

n/a

MOTION:

No motion necessary. This is a discussion item only

10-5-18



(Ord. 4-16-2002A, 4-16-2002)