

**PUBLIC HEARING AND CITY COUNCIL MEETING**  
**Tuesday, May 19, 2009 7:00 p.m.**  
**Public Safety Building**  
**3925 W Cedar Hills Drive, Cedar Hills, Utah**

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

NOTICE is hereby given that the City Council of the City of Cedar Hills, Utah, will hold a Public Hearing in connection with their Regular City Council Meeting on Tuesday, May 19, 2009, beginning at 7:00 p.m.

**COUNCIL MEETING**

1. Call to Order, Invocation and Pledge
2. Public Comment: Time has been set aside for the public to express their ideas, concerns, and comments (Comments limited to 3 minutes per person with a total of 30 minutes for this item).

**PUBLIC HEARING**

3. Amendments to the City Code, Title 10-5-5, Development in Required Setback Area (required yard area) and Title 10-2-1, Definitions

**CONSENT AGENDA**

4. Minutes from the May 5, 2009, Public Hearing and Regular City Council Meeting

**SCHEDULED ITEMS**

5. Review/Action on a Water Regeneration Project
6. Review/Action on an Open Air Market
7. Review/Action on Amendments to the Phillips Edison Development Agreement
8. Discussion Regarding Fieldcrest Park
9. Review/Action on Amendments to the City Code, Title 10-5-5, Development in Required Setback Area (required yard area) and Title 10-2-1, Definitions
10. Review/Action on Waste Management Contract Extension
11. City Manager Report and Discussion

**MAYOR AND COUNCIL REPORTS**

12. Board and Committee Reports

**EXECUTIVE SESSION**

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

**ADJOURNMENT**

15. Adjourn

Posted this 15th day of May, 2009.

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

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



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Konrad Hildebrandt, City Manager
<b>DATE:</b>	5/19/2009

*Konrad* City Council  
**Agenda Item**

<b>SUBJECT:</b>	NUCCA Water Regeneration
<b>APPLICANT PRESENTATION:</b>	Mr. Barry Edwards, City Manager Highland City
<b>STAFF PRESENTATION:</b>	None
<b>BACKGROUND AND FINDINGS:</b> The NUCCA wishes to make a presentation to the City Council concerning water regeneration specifically in the Debris Basin. Mr. Barry Edwards, representative and Highland City City Manager will make a presentation to the Council. The Council should understand the uses of our 1/3 share of the debris basin for this project.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> None	
<b>FISCAL IMPACT:</b> Potentially \$20,000+ for feasibility study and other related regeneration work	
<b>SUPPORTING DOCUMENTS:</b> None	
<b>RECOMMENDATION:</b> Staff recommends that the City Council receive the presentation and not participate in this regeneration project.	
<b>MOTION:</b> Motion to approve/deny funding for the NUCCA Water Regeneration Project.	



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Greg Robinson, Assistant to the City Manager
<b>DATE:</b>	5/19/2009

## City Council Agenda Item

<b>SUBJECT:</b>	Review/Action on an Open Air Market
<b>APPLICANT PRESENTATION:</b>	Amber Linebaugh, Cedar Hills Resident
<b>STAFF PRESENTATION:</b>	Greg Robinson, Assistant to the City Manager, Planning
<b>BACKGROUND AND FINDINGS:</b> Amber is proposing to participate with the city in creating an open air market. The city would not contribute monetarily, but would possibly participate with a location and access to facilities and power. At this point, staff feels that we have not received enough specific information regarding this venture to make an informed recommendation. Staff has setup a meeting, before next council meeting, with Amber to discuss her proposal in more detail. At which time Staff hopes to have additional information for the council.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> N/A	
<b>FISCAL IMPACT:</b> At this point these costs are unknown; staff hopes to have more information for council meeting however. we may not have specific numbers without further information from entrepreneur proposing the project.	
<b>SUPPORTING DOCUMENTS:</b> Proposal provided by applicant	
<b>RECOMMENDATION:</b> If the council wishes to proceed forward, it is important to have findings that ensure that this doesn't open the door for others wanting to hold these types of events, or other variations, for example a yard sale on public property.	
<b>MOTION:</b> Direct staff to...	



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Greg Robinson, Assistant to the City Manager
<b>DATE:</b>	5/19/2009

## City Council Agenda Item

<b>SUBJECT:</b>	Review/Action on Amendments to the Phillips Edison Development Agreement
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Greg Robinson, Assistant to the City Manager, Planning
<b>BACKGROUND AND FINDINGS:</b> Due to the expiration and subsequent changes to the Phillips Edison Lot 2 Site Plan it has become necessary to amend the Phillips Edison Development Agreement. The attached document shows the areas that staff recommends adding\changing from the previous agreement.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> 5-5-2009 Final Chase Bank Approval	
<b>FISCAL IMPACT:</b> N/A	
<b>SUPPORTING DOCUMENTS:</b> Cedar Hills-West LLC/City of Cedar Hills Development Agreement	
<b>RECOMMENDATION:</b> Review the changes\amendment to the development agreement to ensure that this amendment protects the city, and the commercial district.	
<b>MOTION:</b> Authorize staff to finalize the changes to the Cedar Hills-West LLC and City of Cedar Hills Development Agreement Amendment A with Phillips Edison, and Authorize the City Manager or Mayor to sign this agreement.	



# City of Cedar Hills

## *Cedar Hills Retail Subdivision Development Agreement Amendment A*

### 1. Exhibits and Attachments

- Exhibit 1 Final Chase Bank – Cedar Hills Landscape Plan L3.10
- Exhibit 2 Final Chase Bank Cedar Hills, Utah Building Elevations

### 2. Site Appearance and Maintenance (Amending Section 15)

#### 2.1 Landscape: (Amending 15.2)

- 2.1.1 All landscaping shall remain consistent with the Design Guidelines, and **Exhibit 5 (Amended Exhibit \*)** the approved Final Landscape Plan for this site. The landscaping shall be maintained in accordance with the Developer's Customary Business Practices which shall include, but not be limited to replacing trees that are eliminated; including those that die or are destroyed shall be replaced with a similar species of tree and shall be of a three inch caliper at breast-level.

#### 2.2 Drainage: (Amending 15.3)

- 2.2.1 The developer shall receive approval from the City for any changes to **Exhibit 2 (Amended Exhibit \*)** the Final Grading and Drainage Plan.

#### 2.3 Building: (Amending 15.4)

- 2.3.1 The developer shall maintain the appearance of the Developer's Improvements as approved in **Exhibit 7 (Amended Exhibit \*)** the Final Elevation Drawings in good condition and repair.

#### 2.4 Snow Removal (Amending 15.5)

The Developer agrees to remove snow in accordance with its Customary Business Practices from pedestrian walkways on the Project, **including the pedestrian walkways in the public right of way along portions of Redwood Drive, Cedar Hills Drive, and 4800 West which are adjacent to the project.** ~~and shall not deposit snow in any public rights of way.~~

~~The City agrees to remove snow in accordance with City Policy from pedestrian walkways in the public right of way along portions of Redwood Drive, Cedar Hills Drive, and 4800 West which are adjacent to the project.~~

### 3. Water Rights (Amending Section 16)

Pursuant to the provisions of Section 10-6-16 A-1-c of the City Code, the Developer and City has determined that the Project will require the conveyance of a total of ~~5.5 acre-feet of water rights~~

~~(2.5 to be allocated to Lot 1 and 3.0 to be allocated to Lot 2). As authorized under Section 10-6-16-C, City agrees to allow the water conveyance requirement to be to be met through a payment of cash in-lieu of conveyance and does hereby determine the amount of the in-lieu payment to be \$5,000 per acre foot, being the current market rate for water right available to the City. City hereby acknowledges receipt of payment of the in-lieu payment amount.~~ 5.36 acre feet for Lot 2 and a total for Lot 1 that will be calculated at the time the final use is determined. As authorized under Section 10-6-16-C, City agrees to allow the water conveyance requirement to be to be met through a payment of cash in-lieu of conveyance the amount to be determined by the city based on the current rates and fees for acceptable types of water rights.

#### **4. Fees and Assessments (Amending Section 17)**

The City and Developer agree that all fees or assessments made against or required to be paid by Developer and related to the development of the Property which are determined by water shares or equivalent water acre feet shall be based on 5.5acre feet of water ~~(2.5 acre feet to be allocated to Lot 1 and 3.0 acre feet to be allocated to Lot 2).~~ 5.36 acre feet of water for Lot 2 and an additional amount to be calculated at a future time once the final use for Lot 1 has been determined.



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Greg Robinson, Assistant to the City Manager
<b>DATE:</b>	5/19/2009

## City Council Agenda Item

<b>SUBJECT:</b>	Discussion Regarding Fieldcrest Park
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Greg Robinson, Assistant to the City Manager, Planning
<b>BACKGROUND AND FINDINGS:</b>	
<p>Staff is requesting direction from City Council regarding Fieldcrest Park. At the April 21, meeting City Council continued the items regarding the Fieldcrest Park. Since that time staff has been in contact with Jim Skelton and relayed the anticipated cost of the property. He asked for time to speak to his neighbor to make a decision, staff will have further regarding this at council's next meeting.</p> <p>If Council chooses to proceed they have the ability to plat, rezone, and to proceed forward with the design of the park. Council can also just plat this property and or rezone this property if that is as far as they wish to take the process.</p>	
<b>PREVIOUS LEGISLATIVE ACTION:</b>	
April 21, 2009 – Council vacated the plat for this property.	
<b>FISCAL IMPACT:</b>	
Property value of this parcel using \$13.16 a square foot is estimated to be \$60,772.88	
<b>SUPPORTING DOCUMENTS:</b>	
N/A	
<b>RECOMMENDATION:</b>	
To receive specific direction from City Council for the path to take regarding the Fieldcrest Parcel.	
<b>MOTION:</b>	
Direct staff to...	



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Greg Robinson, Assistant to the City Manager
<b>DATE:</b>	5/19/2009

## City Council Agenda Item

<b>SUBJECT:</b>	Review/Action on Amendments to the City Code, Title 10-5-5, Development in Required Setback Area(required yard area) and Title 10-2-1, Definitions
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Greg Robinson, Assistant to the City Manager, Planning
<b>BACKGROUND AND FINDINGS:</b> City Council requested that the Planning Commission and staff review the applicable city code dealing with the setback areas and specifically decks, pergolas, and other similar structures. The changes were proposed by C. Richardson and reviewed by the Planning Commission, Councilman Richardson, and staff to ensure that they are in harmony with existing building code, and that they will accomplish the desired intent of maintaining the high standards for the city's appearance.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> March 26, 2009 – Planning Commission recommended approval	
<b>FISCAL IMPACT:</b> N/A	
<b>SUPPORTING DOCUMENTS:</b> City code 10-2-1 and 10-5-5 showing proposed changes	
<b>RECOMMENDATION:</b> Review to see that the changes to the ordinance will be in harmony with city standards and that these changes will also maintain the city's safety standards.  Staff recommends adding a section 10-5-29A-f: Any construction must meet the current adopted building and fire codes, and any setback shall be proportioned equally between each property owner.  Staff also recommends a possible total yard percentage limitation for these types of structures, and to replace the term awning with one of the following terms: permanent deck cover, patio cover or permanent overhead enclosure.	
<b>MOTION:</b> To approval/not approve ordinance # _____ amending Title 10 of the City Code of the City of Cedar Hills, Utah, relating to the Required Setback Area (required yard area).	

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

**AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH, AMENDING THE REQUIREMENTS RELATING TO DEVELOPMENT IN REQUIRED SETBACK AREAS.**

WHEREAS, pursuant to Utah Code Annotated § 10-9a-501, the City Council of the City of Cedar Hills (“City Council”) may adopt ordinances to govern the use and development of land within the City; and

WHEREAS, pursuant to Utah Code Annotated § 10-8-84, the City Council may adopt ordinances “necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the City and its inhabitants, and for the protection of property in the City”; and

WHEREAS, the City Council, following receipt of a recommendation from the Planning Commission, has determined that it is in the best interest of the public health, prosperity, comfort, and convenience of the City of Cedar Hills, and the residents thereof, to enact certain amendments to Title 10 of the City Code dealing with development in required setback areas;

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

**PART I  
AMENDMENTS**

**SECTION 1.** Title 10, Chapter 2, Section 1, of the City Code, entitled Definitions, is hereby amended by amending the definition for Customary Residential Accessory Structure and adding a definition for Deck Cover to read as follows:

10-2-1 Definitions

**CUSTOMARY RESIDENTIAL ACCESSORY STRUCTURE:** A structure constructed on the same zoning lot as a dwelling and that is intended for the incidental and exclusive use of the residents of said dwelling, including, but not limited to, detached garages, carports, swimming pools, tennis courts, and greenhouses.

**DECK COVER:** Any exterior roof structure open on at least two sides and covering a deck, porch, or patio.

**SECTION 2.** Title 10, Chapter 5, Section 5, of the City Code, entitled Development in Required Setback Area (Required Yard Area), Subsection A, Paragraphs 8 and 11 are hereby amended to read as follows:

10-5-5 A. Side Setback Areas (Side Yard Areas):

8. Hot tubs, patios, or similar uses at ground level shall be allowed in

accordance with the provision of Section 10-5-29 of this Chapter.

11. Decks, pergolas, covers, and awnings shall be allowed in accordance with the provisions of Section 10-5-29 of this Chapter.

**SECTION 3.** Title 10, Chapter 5, Section 5, of the City Code, entitled Development in Required Setback Area (Required Yard Area), Subsection B, Paragraphs 8 and 11 are hereby amended to read as follows:

10-5-5 B. Rear Setback Areas (Rear Yard Areas):

8. Hot tubs, patios, or similar uses at ground level shall be allowed in accordance with the provision of Section 10-5-29 of this Chapter.
11. Decks, pergolas, covers, and awnings shall be allowed in accordance with the provisions of Section 10-5-29 of this Chapter.

**SECTION 4.** Title 10, Chapter 5 of the City Code, entitled Supplementary Development Standards, is hereby amended by adding a section to read as follows:

**10-5-29: DECKS, PORCHES, PATIOS, PERGOLAS, AWNINGS, HOT TUBS, AND SIMILAR STRUCTURES:**

- A. Decks, porches, patios, pergolas, awnings, recreational equipment, hot tubs and similar structures are permitted in the rear and side setback areas subject to the following conditions:
  1. All sides of the portion of the structure located within a designated setback area shall remain open.
  2. No structure within a setback area shall be converted into livable space, nor shall it be constructed as to appear as though it could be easily converted into livable space.
  3. A building permit shall be obtained for all structures.
    - a. Prior to issuing a building permit, the Chief Building Official shall make a finding that the materials and finish of the proposed structure are in harmony with the primary structure and the surroundings as a whole.
    - b. The structure shall not be located closer than five (5) feet to the property line, except those structures that comply with items (1) or (2) below,

notwithstanding that no structure shall be constructed within a Clear View Area nor on a corner lot beyond the Optional Enclosure Area.

- (1) Structures located entirely at ground level shall be permitted to be located no closer than one (1) foot of the property line.
- (2) A permanent awning located in the side setback area may be constructed immediately adjacent to the outside wall of an attached garage provided that:
  - (a) The front, rear, and sides shall remain open, except that an approved fence may be constructed independent of the structure.
  - (b) The awning shall be constructed over a hard surface area (e.g. concrete, asphalt, roadbase, gravel, etc.).
  - (c) The awning shall not be more than seven (7) feet tall at the property line, nor a roof pitch greater than 4:12.
  - (d) The awning shall include a system or method for retaining rain water on the property owner's own property.
4. The finished level of any deck shall be not more than eight (8) feet above the finished grade at any location within ten (10) feet from the property line.
5. The height for the structure shall not be greater than the height allowed for an accessory building at the same location.
- B. Temporary Structures: The temporary version of any structure listed in Subsection A above shall be subject to the same provisions as that of a permanent structure.
- C. Additional Requirements: The determination that a structured is allowed by City Code shall not be interpreted as to meaning that the structure meets the requirements of any private CC&Rs applicable to the parcel.

## **PART II PENALTY AND ADOPTION**

### **A. CONFLICTING PROVISIONS**

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

**B. PROVISIONS SEVERABLE**

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

**C. AMENDMENT TO BE ADDED TO CITY CODE**

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

**D. PENALTY**

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

**E. EFFECTIVE DATE**

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

**PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF CEDAR HILLS, UTAH,  
THIS 19TH DAY OF MAY, 2009.**

\_\_\_\_\_  
Michael C. McGee, Mayor

ATTEST:

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

## **10-2-1: DEFINITIONS:**

For purpose of this title, certain words and phrases require specific definition of meaning. Words and phrases used in the present tense include the future, the singular word or number, includes the plural and the singular.

**AGRICULTURE:** The growing of soil crops in the customary manner in the open. It shall not include livestock raising activities; nor shall it include retailing of products on the premises.

**ANIMAL UNIT:** One animal unit shall be any of the following: two (2) cows, horses, donkeys or similar large animals; or eight (8) adult sheep; or sixteen (16) feeder lambs, or eight (8) goats, or two (2) pigs, or an equivalent combination of the above, together with the suckling offspring thereof.

**BED AND BREAKFAST FACILITY:** A one-family dwelling, occupied by a residing family and containing one or more sleeping rooms intended for the occupancy by persons unrelated to the residing family on a short term basis (overnight and up to 2 weeks).

**BUILDABLE AREA:** A lot or portion thereof possessing all of the following physical characteristics:

- A. The area contains no territory having a slope of thirty percent (30%) or greater.
- B. The area contains no territory that is located in any identified floodplain or within any recognized inundation zone, mudflow zone or zone of deformation, or lands subject to earth slippage, landslide or rockfall.
- C. The engineering properties of the soil provide adequate structural support for the intended use.
- D. The area does not possess any other recognized natural condition that renders it unsafe for building purposes.

**BUILDING:** Any structure built for the support, shelter or enclosure of persons, animals, chattels or property of any kind.

**BUILDING, ACCESSORY:** A subordinate building, the use of which is incidental to that of the main building.

**BUILDING, MAIN:** One or more of the principal buildings upon a lot. Garages, carports and other buildings that are attached to a dwelling or other main building or that are

situated within twelve feet (12') of a main building shall be considered as part of the main building.

CARPORT: A structure not completely enclosed by walls for the shelter of automobiles.

CUSTOMARY RESIDENTIAL ACCESSORY STRUCTURE: A structure constructed on the same zoning lot as a dwelling and that is intended for the incidental and exclusive use of the residents of said dwelling, including, but not limited to, detached garages, carports, swimming pools, tennis courts, ~~and~~ greenhouses ~~and pergolas~~.

DECK: An exterior floor supported on at least two (2) opposing sides by an adjacent structure and/or post, piers or other independent supports.

DECK COVER: Any exterior roof structure open on at least two sides and covering a deck, porch or patio.

DENSITY: The number of dwelling units per acre of land.

DWELLING, CONVENTIONAL CONSTRUCTION: A dwelling that is constructed and placed on a lot in compliance with the provisions of the building, construction and fire codes as mandated by the state and as approved by the city.

DWELLING, MULTIPLE-FAMILY: A building containing three (3) or more dwelling units.

DWELLING, SINGLE-FAMILY: A detached residence designed for or occupied by one family.

DWELLING, TWO-FAMILY: A building containing two (2) dwelling units.

DWELLING UNIT: One or more rooms in a building designed for living purposes (bathing, eating and sleeping), and occupied by one family.

FAMILY: An individual or two (2) or more persons related by blood, marriage or adoption, living together in a single-dwelling unit and maintaining a common household. A family may include two (2), but not more than two (2), nonrelated persons living with the residing family. The term "family" shall not be construed to mean a group of nonrelated individuals, a fraternity, club or institutional group.

GARAGE: A structure completely enclosed on all sides by walls and doors that is designed and intended for the shelter or storage of automobiles.

GRADING: Any excavating or filling, or combination thereof.

LIVESTOCK MANAGEMENT AREA: All portions of a lot devoted exclusively to the care and keeping of livestock and fowl, including, but not limited to, barns, sheds, coops, corrals and pastures, but not including any portion of a parcel devoted to a dwelling, yard area, garden, parking area or unutilized open space.

LIVING AREA: Those portions of a dwelling having a headroom height of not less than

seven feet (7') and used for customary living activities. For purposes of this title, the term "living area" shall not include portions of the structure intended for parking of vehicles, unenclosed porches, storage rooms having only outside access, and rooms devoted exclusively to the housing of heating, ventilating or similar mechanical equipment.

LOT, CORNER: A lot abutting on two (2) intersecting or intercepting streets where the interior angle of intersection or interception does not exceed one hundred thirty five degrees (135°).

LOT, INTERIOR: A lot other than a corner lot.

LOT LINE, FRONT: The front boundary line of a lot bordering on the street.

LOT LINE, REAR: A lot line that is opposite and most distant from the front lot line.

LOT LINE, SIDE: Any lot boundary line not a front lot line or a rear lot line.

LOT OF RECORD: A parcel of land that is shown as a separate and independent parcel on the records of the county recorder.

MAIN FLOOR LIVING AREA: The area within a dwelling, measured from the outside wall line on a horizontal plane, that, when viewed from above, contains living area on one or more floors that are located at an elevation entirely above the finished ground level surrounding the dwelling.

NATURAL STATE: That portion of any lot or parcel that cannot be subjected to grading, removal of vegetation or building development.

NONCONFORMING LOT OF RECORD: A parcel of land that does not conform to the area and/or width requirements of the zone classification in which said parcel is now situated, but that was legally created as a conforming lot of record prior to the effective date of the now controlling provision.

PLANNED UNIT DEVELOPMENT (PLANNED RESIDENTIAL DEVELOPMENT): A development project containing a combination of clustered residences and common areas that has been planned, approved and developed in conformance with the applicable provisions of this title.

PREMISES OCCUPATION: Any use or activity consisting of the providing of a service, or the fabrication of a product (including the storage of materials or equipment in connection therewith), which service or activity is conducted on a lot in a residential zone, but in a building other than the residential dwelling.

SETBACK: The shortest distance between the property line and outside surface of the foundation, wall or main frame of the main building. Main building includes overhangs, porches and decks.

SETBACK AREA, REQUIRED (REQUIRED YARD AREA): That portion of a lot

between the lot boundary and the required setback lines.

**SETBACK, REQUIRED (REQUIRED YARD):** The minimum required space between a lot boundary line and the foundation wall of the main building. The depth of the required setback shall be as set forth under the zone requirements as measured at right angle to the applicable lot boundary line. Main building includes overhangs, porches and decks.

**YARD AREA:** That portion of a lot between the lot boundary and the outside surface of the foundation wall of the main building.

**ZONING LOT:** A parcel of land that:

- A. Complies with all existing area, frontage, width, setback and supplementary requirements of the zone in which it is located.
- B. Has frontage on a city street, which street has been accepted by the city council, has been improved in accordance with city standards and is in use by the public or has frontage on a private right of way within an approved large scale development.
- C. Is shown as a separate lot in an approved subdivision plat or large scale development plan, which plat or plan has been approved in accordance with the applicable ordinance or that is exempted from compliance with said ordinance.
- D. Contains an area sufficient in size to accommodate a conforming structure, which area meets or exceeds all setback, slope, access, soil capability or other applicable criteria of the zone and/or is not subject to any easement or other encumbrance prohibiting its use for building purposes. (Ord. 6-20-78A, 6-20-1978; amd. Ord. 4-23-80A, 4-23-1980; Ord. 5-11-83A, 5-11-1983; Ord. 5-13-92A, 5-13-1992; Ord. 1-13-93A, 1-13-1993; Ord. 7-7-98A, 7-7-1998; Ord. 1-20-2004B, 1-20-2004; Ord. 4-6-2004A, 4-6-2004; 2004 Code; Ord. 12-7-2004D, 12-7-2004)

#### **10-5-5: DEVELOPMENT IN REQUIRED SETBACK AREA (REQUIRED YARD AREA):**

All required setback area (required yard area) of a lot shall be open and unobstructed, except for the following uses and projections:

- A. Side Setback Areas (Side Yard Areas):

1. The ordinary projections of windowsills, belt courses, cornices and other ornamental features to the extent of not more than twelve inches (12").
2. The projection of an eave not more than two feet (2').
3. The projection of a step not over two feet (2').
4. Awnings projecting over doorways and windows not more than three feet (3').
5. A bay window or chimney not over ten feet (10') long projecting not more than two feet (2'), providing such extension maintains the minimum side yard allowable for the smallest side yard in the zone.
6. A fence or wall constructed in accordance with the provisions of section [10-5-18](#) of this chapter.
7. An open area used for the temporary storage of recreational vehicles, boats, etc., but only when said area is located immediately adjacent to the outside wall of an attached garage. (Ord. 7-7-98A, 7-7-1998)
- §. Hot tubs, patios or similar uses at ground level shall be allowed in ~~a side yard, provided they are located at least five feet (5') from the property line. (Ord. 1-20-2004B, 1-20-2004)~~accordance with the provision of section 10-5-xx of this chapter.
9. Accessory buildings located in conformance with the applicable setback requirements.
10. Customary vegetative landscaping. (Ord. 7-7-98A, 7-7-1998)
11. ~~Decks, pergolas, covers and awnings shall be allowed in accordance with the provisions of section 10-5-xx of this chapter, having a height of thirty inches (30") or less above ground level (not requiring a handrail) shall be permitted in the side setback area, provided they are located no closer than ten feet (10') from the property line. Decks higher than thirty inches (30") in height above ground level are not permitted in the side setback area. (Ord. 1-20-2004B, 1-20-2004)~~

#### B. Rear Setback Areas (Rear Yard Areas):

1. A bay window or chimney not over ten feet (10') long projecting not more than two feet (2').
2. The projection of an eave or cornice not more than two feet (2').
3. Private swimming pools, tennis courts and similar uses shall be allowed in a rear yard, provided they are located at least thirty feet (30') from any dwelling on an adjoining lot and at least ten feet (10') from any property line.

4. Garages and other accessory buildings as hereinafter provided. Such structures shall not cover over fifty percent (50%) of the rear yard area.
5. Hard surfaced parking areas subject to the same location requirements of a garage.
6. Air conditioners.
7. A fence or wall constructed in accordance with the provisions of section [10-5-18](#) of this chapter. (Ord. 7-7-98A, 7-7-1998)
8. Hot tubs, patios or similar uses at ground level shall be allowed in ~~a rear yard setback area, provided they are located at least five feet (5') from the property line. (Ord. 1-20-2004B, 1-20-2004)~~ accordance with the provisions of section 10-5-xx of this chapter.
9. Accessory buildings located in conformance with the applicable setback requirements.
10. Customary vegetative landscaping. (Ord. 7-7-98A, 7-7-1998)

11. ~~Decks, pergolas, covers and awnings shall be allowed in accordance with the provisions of section 10-5-xx of this chapter. having a height of thirty inches (30") or less above ground level (not requiring a handrail) shall be permitted in the rear setback area, provided they are located no closer than ten feet (10') from the property line. Decks higher than thirty inches (30") in height above grade or extending from upper floors of the main structure shall comply with the setback requirements of the zone. (Ord. 1-20-2004B, 1-20-2004)~~

#### C. Front Setback Areas (Front Yard Areas):

1. A fence or wall constructed in accordance with the provisions of sections [10-5-17](#) and [10-5-18](#) of this chapter.
2. Uncovered steps leading to the main building; provided, however, that they are not more than four feet (4') in height and do not cause any danger or hazard to traffic by obstructing the view of the street or intersection. Any portion of any steps, covered or uncovered, that are more than four feet (4') above grade must maintain the required setback line.
3. Eaves or cornices projecting not more than two feet (2').
4. A bay window or chimney not over ten feet (10') long projecting not more than two feet (2').
5. A driveway leading to a properly located garage or parking area; provided, however, no portion of a front yard as required in this title, except for approved driveways, encourage or make possible the parking of automobiles, nor shall the city allow any curb cuts or approve any driveways except for entrance and exit driveways leading to properly located parking areas. (Ord. 7-7-98A, 7-7-1998)

6. Circular driveways shall be permitted in required front yard areas of single-family dwellings leading to and from a properly located garage on the property subject to the following conditions: (Ord. 7-7-98A, 7-7-1998; amd. 2004 Code)
  - a. Such drives shall be hard surfaced.
  - b. Such drives shall not be over sixteen feet (16') in width.
  - c. There shall be a landscaped area at least fifteen feet (15') in depth from the front property line to the inside of the drive.
  - d. Driveway areas are not to be used for the parking or storage of any trailer, camper, motor home, boat, or other equipment at any time, nor is the area to be used for permanent parking of any vehicle.
  - e. Passenger automobiles may be parked on driveways serving private residences, provided the automobile is parked completely on private property.
7. Customary vegetative landscaping. (Ord. 7-7-98A, 7-7-1998)

### **10-5-29: DECKS, PORCHES, PATIOS, PERGOLAS, AWNINGS, HOT TUBS AND SIMILAR STRUCTURES:**

- A. Decks, porches, patios, pergolas, awnings, recreational equipment, hot tubs and similar structures are permitted in the rear and side setback areas subject to the following conditions:
  - a. All sides of the portion of the structure located within a designated setback area shall remain open.
  - b. No structure within a setback area shall be converted into livable space, nor shall it be constructed as to appear as though it could be easily converted into livable space.
  - c. A building permit shall be obtained for all structures
    - i. Prior to issuing a building permit, the Chief Building Official shall make a finding that the materials and finish of the proposed structure are in harmony with the primary structure, and the surroundings as a whole.
    - ii. The structure shall not be located closer than 5 feet to the property line, except those structures that comply with items 1 or 2 below, notwithstanding that no structure shall be constructed within a Clear View Area nor on a corner lot beyond the Optional Enclosure Area.
      1. Structures located entirely at ground level shall be permitted to be located no closer than 1 foot of the property line
      2. Special exception for awnings located in the side setback area and immediately adjacent to a garage:
        - a. A permanent awning may be constructed immediately adjacent to the outside wall of an attached garage provided that:

- i. The front, rear and sides shall remain open, except that an approved fence may be constructed independent of the structure
- ii. The awning shall be constructed over a hard surface area (e.g. concrete, asphalt, roadbase, gravel, etc.).
- iii. The awning shall not be more than 7 feet tall at the property line, nor a roof pitch greater than 4:12.
- iv. The awning shall include a system or method for retaining rain water on the property owner's own property.

d. The finished level of any deck shall be not more than 8 feet above the finished grade at any location within 10 feet from the property line.

e. The height for the structure shall not be greater than the height allowed for an accessory building at the same location.

B. Temporary structures

a. The temporary version of any structure listed in section A above shall be subject to the same provisions as that of a permanent structure.

C. The determination that a structure is allowed by city code shall not be interpreted as to meaning that the structure meets the requirements of any private CC&Rs applicable to the parcel.



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Konrad Hildebrandt, City Manager <i>Konrad</i>
<b>DATE:</b>	5/19/2009

City Council  
**Agenda Item**

<b>SUBJECT:</b>	Review/Action – Waste Management Contract Extension
<b>APPLICANT PRESENTATION:</b>	Greg Walkenhorst, Regional Manager Waste Management
<b>STAFF PRESENTATION:</b>	Mr. Konrad Hildebrandt, City Manager
<b>BACKGROUND AND FINDINGS:</b> Waste Management has completed their initial contractual agreement + one extension. They are eligible for an additional 2 year extension. Please see attached document of the surrounding cities query.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> None	
<b>FISCAL IMPACT:</b> Potential slight raise or lower of solid waste costs	
<b>SUPPORTING DOCUMENTS:</b> Waste Management Contract and supplemental staff information	
<b>RECOMMENDATION:</b> Staff recommends that the City Council remain with Waste Management for the remaining two years of its contractual agreement.	
<b>MOTION:</b> Motion to approve/deny the WM Solid Waste contractual extension agreement.	

**CITY OF CEDAR HILLS  
RESIDENTIAL SOLID WASTE COLLECTION CONTRACT**

The City of Cedar Hills, Utah, a municipal corporation and political subdivision of the State of Utah (hereafter referred to as the "CITY") and Waste Management of Utah, Inc., a Utah Corporation (hereinafter referred to as the "CONTRACTOR"), in consideration of the mutual covenants and promises and for other good and valuable consideration, agree as follows:

**1.00 DEFINITIONS**

As used herein the following terms have the following meanings, unless the context indicates a contrary meaning is intended:

"Residential Refuse": Dead animals of less than 10 pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packing or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances).

"Residential Unit": A dwelling, including duplexes but excluding all other multiple-unit dwellings and condominium units, occupied by a single family. A residential unit shall be deemed to be occupied when water, sewer or electrical power services are supplied thereto. Residential units shall include dwellings that are mobile homes in an established mobile home subdivision wherein the occupants individually own their own lots and water service is provided by the CITY through individual water meters, but shall not include those dwellings that are mobile homes in a mobile home park where water thereto is provided by the CITY through a single water meter to the mobile home park.

**2.00 FRANCHISE GRANTED**

(A) The CONTRACTOR is hereby granted the sole and exclusive franchise, license and privilege to provide collection, removal and disposal services for residential refuse produced by residential units within the corporate limits of the CITY.

**3.00 RESIDENTIAL REFUSE COLLECTION AND DISPOSAL SERVICE**

### 3.01 STATUS

The CONTRACTOR is an independent contractor and not an employee of the CITY. The officers, agents and employees of the CONTRACTOR are the officers, agents and employees, respectfully, of the CONTRACTOR and shall not be construed to be officers, agents and employees of the CITY.

### 3.02 SERVICES PROVIDED

- (A) The CONTRACTOR shall provide automated collection service for the collection of residential refuse, placed at curbside or shoulder of roadway by 7:00 A.M. on the designated collection day, to each residential unit one (1) time per week.

The CONTRACTOR shall provide special service, ie: bring cart out, dump, and return to original placement for handicapped citizens as requested in writing by CITY.

The CONTRACTOR shall not pick up Bulky Waste, Construction Debris, Dead Animals, Hazardous Wastes, Stable Matter, Hot Ashes or Items not in suitable containers as defined in Section 3.02 (b) as part of the weekly automated collection service.

#### (B) DEFINITIONS

Bulky Waste: Stoves, refrigerators, water tanks, washing machines, mattresses, furniture, large concrete and asphalt chunks, earth, sand, rock and other such waste materials.

Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

Dead Animals: Animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause except those slaughtered or killed for human use.

Hazardous Wastes: Any chemical, compound, mixture, substance or article that is designated by the United States Environmental Protection Agency to be "hazardous" as that term is defined by or pursuant to federal or state law.

Stable Matter: Manure and other waste matter normally accumulated in or about a stable or any animal, livestock or poultry enclosure and resulting from the keeping of animals, poultry or livestock.

Hot Ashes: Ashes that are warm to the touch.

Items Not in Suitable Containers: All items must be placed in approved garbage containers. These containers are designed specifically for automated collection, and are equipped with wheels for easy movement by CITY users. All containers have permanently attached tight fitting lids. Lids must be tightly shut. Containers that are overfilled, ie: lids not tightly closed, will not be collected.

- (C) The CONTRACTOR shall provide for a Spring clean-up each year, on a date in April, as agreed to by both the CONTRACTOR and the CITY. The CONTRACTOR will provide 30 yard roll off containers, for a maximum of one week each Spring at designated location(s) and pull the roll off container(s) to the designated disposal site. The first eight (8) loads each year will be hauled at no additional charge to the CITY. Each load hauled, after the first eight (8) each year, will be charged to the CITY at the then current market price. All disposal fees for the Spring cleanup will be paid directly to the landfill by the CITY.
- (D) The CONTRACTOR shall provide for a Christmas Tree Removal Program annually. Contractor shall provide two (2) 30 yard roll off containers each January for one (1) week, as determined by Contractor and City for Christmas Tree removal. Contractor shall haul all containers at no additional cost to the City. The City shall pay all applicable disposal costs.
- (E) CONTRACTOR shall provide one (1) 30 yard roll off container each July 24, for one day, for the City's annual Family Festival Days. The City shall only pay for the disposal costs.

### 3.03 COLLECTION OPERATIONS

- (A) Collection of refuse shall not start before 7:00 a.m. or continue after 8:00 p.m. on the same day. The CONTRACTOR shall attempt to make the collections at approximately the same time of day on the scheduled collection day. Exceptions to collection hours shall be effected only on or after holidays when volume increases and upon the mutual agreement of the CITY and CONTRACTOR or when the CONTRACTOR reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- (B) Days of collection will be on a weekday except when the collection day falls on or after a holiday that the CONTRACTOR observes as a holiday, ie: employees are given a paid day off. When the schedule collection day falls on one of these holidays, scheduled collections for that day and each subsequent day of that week will be delayed one (1) day.
- (C) Notification of the residents for adjusted service days shall be done by the CITY.

### 3.04 COMPLAINTS

The CONTRACTOR shall give prompt and courteous attention to all complaints made to it. The CONTRACTOR shall investigate all complaints of allegedly missed scheduled collections and, if such allegations are verified, arrange for the collection of the residential refuse not collected. CONTRACTOR further agrees to promptly notify CITY of any and all unresolved complaints, including the nature of the complaint, the individual complaining and the steps being taken to resolve the complaint.

### 3.05 COLLECTION EQUIPMENT AND PERSONNEL

- (A) The CONTRACTOR shall provide an adequate number of vehicles and crew for regular collection services, in addition CONTRACTOR shall supply adequate equipment to cover any breakdown within twenty-four (24) hours.

- (B) All vehicles, bins and other equipment shall be kept in good repair and appearance, and shall be in a sanitary condition at all times. Each vehicles hall have clearly visible on each side the identity and telephone number of the CONTRACTOR. All equipment must meet DOT requirements (including backup alarms) and be equipped with operable two-way radios capable of communicating with the CONTRACTOR's office. Personnel should be experienced in waste collection and have acceptable public relations skills.
- (C) The CONTRACTOR shall provide at least one crew supervisor to manage field operations. The crew supervisor shall be equipped with a vehicle and an operable two-way radio capable to communicating with all other CONTRACTOR's vehicles and the CONTRACTOR's main local office.

3.06 OFFICE AND TELEPHONE

The CONTRACTOR shall maintain an office or such facility through which he can be contacted via a toll-free (to the dialing area) telephone number. The CONTRACTOR's office shall be equipped with sufficient telephone and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

4.00 INSURANCE

The CONTRACTOR shall at all times during the contract maintain in full force and effect employer's liability, workmen's compensation, general liability and property damage insurance.

5.00 PAYMENT AND SERVICE RATES

5.01 RATE CALCULATION AND SERVICE

- (A) For billing and payment purposes, a duplex shall constitute two (2) residential units. The amount to be paid by the CITY to the CONTRACTOR will be computed on a monthly basis and shall be determined by multiplying the Unit Rate times the number of units served by the CONTRACTOR. The CITY will provide the CONTRACTOR with any new accounts to receive automated container and service. The CONTRACTOR shall deliver an automated container within five (5) days following notification from the CITY and start collection on the following schedule service day. All landfill disposal fees incurred in the regular weekly service of residential units shall be paid by the CITY:

Base pricing for the first two years shall be:

First Container	\$5.10 per month.
Second and subsequent Container	\$2.01 per month.

5.02 MODIFICATION TO RATES

- (A) The 2003 base pricing shall be adjusted, upward or downward by the previous twelve (12) month Cost of Living Index for the Wasatch Front, as published by Wells Fargo Bank, or as petitioned by CONTRACTOR from CITY on each anniversary date of this contract.

- (B) In addition to the above, the CONTRACTOR may petition the CITY at any time for additional rate and price adjustment at reasonable times on the basis of unusual changes in its operations, such as made necessary by revised laws, ordinances or regulations, changes in location of disposal site, increased fuel expenses and/or changes in disposal charges. Such increases shall not be unreasonably withheld.

### 5.03 FAILURE TO PERFORM

- (A) The standard for default in performance is one or more of the following, holidays, acts of god and inclement weather conditions are specifically exempt from this provision: 1) failure to provide the services indicated for a period in excess of forty-eight (48) hours after scheduled collection day; 2) bona fide complaints or missed services during a month numbering in excess of 5% of the Residential Units. The CONTRACTOR may be given a specified probationary period during which deficiencies outlined in writing are to be resolved to the satisfaction of the CITY. If the CONTRACTOR is found in default of performance the CITY may take any or all of the following actions:
- (1) Employ such means as it may deem advisable and appropriate to continue work until the matter is resolved and the CONTRACTOR is again able to carry out his operations under this contract.
  - (2) Deduct any and all expenses incurred by the CITY from any money then due or to become due to the CONTRACTOR and, should the CITY's cost for continuing the operation exceed the amount due the CONTRACTOR, the CITY may collect the amount due from the CONTRACTOR.
- (B) The CONTRACTOR shall have five (5) working days, from the date received by the CONTRACTOR, to respond to all container delivery or repair requests. In the event a container delivery or repair exceeds the five (5) day period, that resident shall receive free service for that month.

### 5.04 COLLECTION OF ACCOUNTS

The CONTRACTOR shall bill the CITY for services rendered following the end of the month and the CITY shall pay the CONTRACTOR, with ten (10) days of receipt of invoice. Such billing and payment shall be based on the unit rate as provided herein. The CONTRACTOR shall be entitled to payment for services rendered irrespective to whether or not the CITY collects from the resident for such service.

### 6.00 ADMINISTRATION OF CONTRACT

#### 6.01 TERM

- (A) The initial term of this contract shall be for five (5) years commencing May 1, 2002. This contract may be extended for two (2) two-year terms at the sole discretion of the CITY.
- (B) The CONTRACTOR shall be terminated only for good cause. Either party desiring

termination shall give the other party not less than ninety (90) days notice, in writing, setting forth therein the reasons for requesting termination. Such written notice shall be mailed by certified or registered mail.

6.02 AMENDMENT

No amendment to the contract shall be made, except upon written consent of both parties. No amendment shall be construed to release either party from any obligation thereunder except as specifically provided for in such amendment.

6.03 SEVERABILITY

The invalidity or unenforceability of any provision or portion of this contract shall not effect the validity or enforceability of any other provision or portion thereof.

6.04 CITY ORDINANCES

The CITY shall enact such ordinances as necessary to facilitate all terms and conditions of this addendum.

Executed at City of Cedar Hills, Utah, this 2<sup>nd</sup> Day of May, 2002.

City of Cedar Hills, Utah

Waste Management of Utah, Inc.

Konrad Hildebrandt  
Konrad Hildebrandt  
City Manager

Tom Hutchinson  
Division President & General Manager

ATTEST:

Witness:

Kim E. Holindrake  
Kim E. Holindrake  
City Recorder

Gretchen Gordon  
Witness Signature  
GRETCHEN GORDON, DEPUTY  
Print Name and Title CITY RECORDER



# CONTRACT EXTENSION AGREEMENT

This Contract Extension Agreement is made and entered into this 13<sup>th</sup> day of February, 2006 by and between Cedar Hills, a municipal corporation of the state of Utah, hereinafter referred to as the "City" and Waste Management, hereinafter referred to as "Contractor".

## WITNESSETH:

WHEREAS, The City and Contractor are parties to an Agreement dated May 1, 2002 ("RESIDENTIAL SOLID WASTE COLLECTION CONTRACT")

WHEREAS, the City and Contractor now wishes to amend the Collection Agreement.

NOW THEREFORE, based upon the foregoing recitals, the parties agree as follows:

1. Section 2.00, which refers to the Franchise Granted, is hereby amended as follows: The CONTRACTOR is hereby granted sole and exclusive franchise, license and privilege to provide collection, removal and disposal services for residential refuse and residential recyclable materials produced by residential units within the corporate limits of the CITY.
2. Section 3.02, which refers to services provided, is hereby amended as follows: (A) The CONTRACTOR shall provide automated collection service for the collection of residential refuse and recyclable materials, placed at curbside or shoulder of roadway, by 7:00 A.M. on the designated collection day.
3. Section 5.01, which refers to rate calculation and service, is hereby amended as follows: (A) For billing and payment purposes, a duplex shall constitute two (2) residential units. The amount to be paid by the CITY to the CONTRACTOR will be computed on a monthly basis and shall be determined by multiplying the Unit Rate times the number of units served by the CONTRACTOR. The CITY will provide the CONTRACTOR with any new accounts to receive automated refuse collection or automated recycling service. The CONTRACTOR shall deliver an automated container within five (5) days following notification from the CITY and start collection on the following scheduled service day. **The CITY shall pay all landfill disposal fees incurred in the regular weekly service of residential refuse.** The CONTRACTOR shall pay all transportation, landfill disposal and handling fees incurred in the regular bi-weekly service of residential recycling.

Base pricing for weekly collection of residential refuse shall be:

First container:	\$ 5.23 per month
Second and subsequent container:	\$ 2.06 per month

Base pricing for bi-weekly collection of residential recyclables shall be:

**Minimum 300 subscribers**

First Container:	\$ 5.00 per month
Second and subsequent container:	\$ 5.00 per month

**Minimum 750 subscribers**

First Container: \$ 4.75 per month  
Second and subsequent containers: \$ 4.75 per month

**Minimum 1,100 subscribers**

First Container: \$ 4.50 per month  
Second and subsequent containers: \$ 4.50 per month

**Citywide participation 1,900 + subscribers**

First Container: \$ 3.40 per month  
Second and subsequent containers: \$ 3.40 per month

4. Section 6.01 which refers to term, is hereby amended as follows:  
(A) The term of this contract shall be in effect through May 1, 2009. This contract may be extended for one (1) two-year term at the sole discretion of the CITY.
5. All other terms and conditions of the original agreement dated May 2, 2002 not expressly modified herein shall remain in full force and effect throughout the duration of the Extension Term without modification unless the same is contained in the amendment.

IN WITNESS WHEREOF, the City and Contractor have executed this Extension Agreement to be executed this day and year first above written.

**CEDAR HILLS**

**Waste Management of Utah**

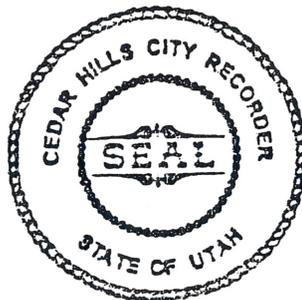
By Kenneth H. Odum

By Tom Hutchison

Title City Manager

Title District Manager

Attest  
Witness: Joni E. Holmquist  
City Recorder



5. Review/Action on Services Provided by Waste Management - Garbage, Recycling and Green Waste (7:18 p.m.)

See handouts. Waste Management representative Tom Hutchison discussed the recycling and green waste programs offered to Cedar Hills. Pricing for the services has not changed since the last presentation, with the exception that a second can of any sort is offered at \$2.11. He would be interested in setting up a booth at the Family Festival to promote recycling. In response to a question by C. Perry, Tom Hutchison described what happens to recyclables. Recycling materials go to the North Point Solid Waste Special Service District and then to a Waste Management material sorting facility where it is sorted and then shipped to vendors. Rachel Brown stated that the budget is balanced right now. Any change to garbage or recycling fees, will change revenues and the budget will need to be rebalanced. Konrad Hildebrandt said that when the City started the recycling program there were around 600 second cans. City Council and staff thought second cans would go down significantly by adding recycling. It didn't. There are now 617 second cans in the City.

Council Discussion:

- C. Maxwell stated he would like to consider a proposal that would require households with two garbage cans to have a recycling can.
- C. Bowman said that she doesn't like the feeling of mandating recycling on any level. She would rather raise the price of the second tote to \$10.25. It may entice two-can households to get a recycling can in lieu of the second garbage tote.
- C. Richardson stated that based on his calculations the fee for the first garbage can could be \$10.60; the second can plus recycling, \$10.60; and recycling, \$4.60.
- C. Perry stated that he feels that with government less is more. The Council's job is to get bids and get the best deal for the residents. In this instance the Council is considering manipulating prices to induce a certain behavior. He feels fees should be a pass through. He is uncomfortable with charging anything different from what the market demands.
- C. Richardson said that he feels that the principles that C. Perry espouses are not being violated. His biggest question is if it makes sense to require two-toter households to recycle
- C. Wright said that the tipping fee is higher on the first garbage can because it is fuller. The economics can support increasing the first can by 35 cents. Requiring a two-toter household to recycle will likely bring the recycling rate to 50% by the time the contract is up and put the City in a better position for negotiation. He asked for a tour of the West Jordan recycling facility. Tom Hutchison invited the entire Council for a tour. C. Wright stated that he feels the Council should wait for the end of the contract in two years, rather than extending the contract at this point.

**MOTION: C. Bowman - To not change any current fees as it relates to solid waste, green waste and recycling, and that the City wait and complete the contract until 2009, and at that point get bids and contract at that time.** Seconded by C. Perry.

Further Discussion:

- C. Perry said that the unintended outcome of the motion is that the Council will have to wait until the contract expires to consider a new contract. A new contract should be considered prior to the contract ending.

**AMEND MOTION: C. Perry - As the City approaches the end of the contract, staff should do some due diligence and report on the options.** Accepted and seconded by C. Bowman.

Aye - C. Bowman  
C. Perry  
Nay - C. Maxwell  
C. Richardson  
C. Wright

Motion fails.

**MOTION: C. Richardson - To not adopt any of the changes to the Waste Management Contract and continue with the current contract.** Seconded by C. Maxwell.

**AMEND MOTION: C. Wright - To accept Waste Management's very kind offer to drop the rate of the second recycling bin to \$2.11.** Accepted and seconded by C. Richardson.

Aye - C. Bowman  
C. Maxwell  
C. Perry  
C. Richardson  
C. Wright

Motion passes.



# CITY OF CEDAR HILLS

## m e m o r a n d u m

**To:** Mayor and City Council  
**FROM:** Konrad Hildebrandt, City Manager *Konrad*  
**DATE:** November 20, 2007  
**SUBJECT:** Waste Management (WM)

### BACKGROUND

The City Council has requested additional information on the providing and cost of service for Solid Waste, Recycling and Green Waste removal in the City of Cedar Hills. Please find enclosed information from WM, our current provider, on historical numbers and costs and their recommendation for continued service.

This item has been continued from the 11/16/07 CC meeting.

# of SW 1 <sup>st</sup> cans	2246
#of SW 2 <sup>nd</sup> cans	617
# of Recycling cans	584
# of HH with 2 SW and Recycling	104
Avg. cost of tipping per can	\$3.60

### Contract Cost

SW 1 <sup>st</sup> Can	\$5.37
SW 2 <sup>nd</sup> Can	\$2.11
Recycling	\$5.00
Admin O/H	\$1.02

### Retail Price

SW 1 <sup>st</sup> Can	\$10.25
SW 2 <sup>nd</sup> Can	\$7.00
Recycle	\$5.00

### Average per/can SW Cost

$5.37 + 3.60 + 1.02 = \$9.99$   
 Float of \$.26/can/month or \$584/mo.

Please keep in mind that these are Average rates per can. These all can fluctuate making it a fiduciary responsibility to continue with some type of float amount.

### RECOMMENDATION

Staff recommends that the City Council, by motion, **not** change any of the current fees, as it relates to solid waste pickup, green waste and recycling.

### MOTION

To approve/disapprove the Waste Management proposal.

---

KONRAD HILDEBRANDT, CITY MANAGER

3925 WEST CEDAR HILLS DRIVE \$ CEDAR HILLS \$ UTAH \$ 84062

801-785-9668 (OFFICE) \$ 801-796-3543 (FAX)

### Cedar Hills 2008 Proposal for Solid Waste and Recycling Collection Services

Service Type	Participation Level	Service Schedule	Service Months	\$Cost per home/ per month	
				1st Can	2nd Can
Curbside MSW	Citywide	3 days/ wk (M,W,F)	Jan - Dec	\$5.37	\$2.11
Curbside Single Stream	Subscription	3 days/ wk (M,W,F)	Jan - Dec	\$4.75	\$2.11
Curbside Single Stream	Citywide	3 days/ wk (M,W,F)	Jan - Dec	\$3.40	\$2.11
Curbside Green Waste	Citywide	3 days/ wk (M,W,F)	Mar - Nov	\$5.37	\$2.11

**Considerations:**

WM does not offer Green Waste Subscription service.

Green Waste billing is only during scheduled service months (9 mos).

Service frequency for MSW and Green Waste is weekly and every-other-week for Single Stream.

Adding citywide recycling service, WM requests a 5 year contract extension beginning January 1, 2008.

Future rate adjustments in accordance with current contract terms.

**Cedar Hills Historical Data 1 January 2007 through August 31 2007**  
(Curbside Co-Mingle Collection)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total/Averages		
Tons Collected **	16.6	10.9	11.8	10.5	11.1	11.1	8.5	10.6	18.4	12.3	Tons per month
Homes Serviced	500	511	518	523	541	547	547	559	569	533.25	Homes per month
Avg LBS per Home **	66.40	42.66	45.74	40.15	41.04	31.08	37.92	64.67		46.21	LBS per home
\$ Disposal Savings Per Home	\$1.08	\$0.70	\$0.75	\$0.65	\$0.67	\$0.51	\$0.62	\$1.05		\$0.75	\$ Disposal Savings per home
Total \$ Disposal Savings Per Month	\$541.16	\$355.34	\$384.68	\$342.30	\$361.86	\$277.10	\$345.56	\$599.84		\$3,207.84	Total \$ Disposal Savings

\*\* (number is higher in some months due to additional service day in month)

**Cedar Hills Historical Data 1 January 2007 through August 31 2007**  
(Curbside MSW Collection)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total/Averages		
Tons Collected **	250	198	231	298	438	438	297	308	387	300.88	Tons per month
Homes Serviced	2154	2170	2184	2193	2208	2210	2210	2219	2226	2195.59	Homes per month
Avg LBS per Home **	232.13	182.49	211.54	271.77	396.74	268.78	277.60	347.71		273.59	LBS per home
\$ Disposal Cost Per Home	\$3.78	\$2.97	\$3.45	\$4.43	\$8.47	\$4.38	\$4.52	\$5.67		\$4.46	\$ Disposal Cost per home
Total \$ Disposal Cost Per Month	\$8,150.00	\$6,454.80	\$7,530.60	\$9,714.80	\$14,278.80	\$9,682.20	\$10,040.80	\$12,616.20		\$78,488.20	Total \$ Disposal Cost per month

\*\* (number is higher in some months due to additional service days in month)

## Konrad Hildebrandt

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**From:** Rachel Brown [rbrown@cedarhills.org]  
**Sent:** Thursday, April 30, 2009 10:38 AM  
**To:** 'Konrad Hildebrandt'  
**Subject:** Waste Management

Konrad,

At the end of March, here is our billing count  
2326 first toters  
575 second toters  
748 first recycling  
27 second recycling

Just in case you wanted to get bids. Thanks!

**Rachel Brown**  
**Finance Director**  
**City of Cedar Hills**  
**801.785.9668**

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