

CITY COUNCIL MEETING
Tuesday, April 5, 2011 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 their Regular City Council Meeting on Tuesday, April 5, 2011, 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)

CONSENT AGENDA

3. Minutes from the March 15, 2011, Regular City Council Meeting

SCHEDULED ITEMS

4. Review/Action on a Boundary Line Agreement Located at Approximately 10090 North and Oak Road E
5. Budget Presentation for Fiscal Year 2012
6. Review/Action to Provide Pressurized Irrigation to American Fork Residents
7. Review/Action on an Interlocal Agreement Regarding the Debris Basin
8. Review/Action on a Commercial District Master Plan and Civic Center
9. City Manager Report and Discussion

MAYOR AND COUNCIL REPORTS

10. Board and Committee Reports

EXECUTIVE SESSION

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

ADJOURNMENT

13. Adjourn

Posted this 31st day of March, 2011.

Kim E. Holindrake, City Recorder

- Supporting documentation for this agenda is posted on the City's Web Site at www.cedarhills.org.
- In accordance with the Americans with Disabilities Act, the City of Cedar Hills will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-785-9668 at least 48 hours in advance of the meeting to be held.
- The order of agenda items may change to accommodate the needs of the City Council, the staff, and the public.



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Greg Robinson, Assistant City Manager
DATE:	4/5/2011

City Council Agenda Item

SUBJECT:	Review/Action on a Boundary Line Agreement Located at Approximately 10090 North and Oak Road East
APPLICANT PRESENTATION:	Mark Greenwood, ALM and Associates
STAFF PRESENTATION:	Greg Robinson, Assistant City Manager
BACKGROUND AND FINDINGS: <p>The property line that was recorded with the original plat does not match where the current fence line is. Both property owners would like to have the property line match the current fence line. They have submitted descriptions for the affected and are requesting approval from the City Council to have the fence and property lines match.</p> <p>The property owners will still need to record an agreement with the county in order to complete this process.</p>	
PREVIOUS LEGISLATIVE ACTION: N/A	
FISCAL IMPACT: N/A	
SUPPORTING DOCUMENTS: Copy of the Property Line Adjustment agreement with the City Applicant submitted maps of the affected property	
RECOMMENDATION: Staff recommends approval of the property line adjustment.	
MOTION: To approve/not approve the Lindstrom/Church of Jesus Christ of Latter-day Saints boundary line adjustment, subject to the recording of a boundary line agreement between the two property owners.	

**NOTICE OF APPROVAL
OF PROPERTY LINE ADJUSTMENT**

Notice is hereby given that the City Council of the City of Cedar Hills, Utah, met on the 5th day of April, 2011, regarding an exchange of property between JEFFREY PAUL LINDSTROM AND LYNNE LINDSTROM, TRUSTEES OF THE JEFFREY PAUL LINDSTROM AND LYNNE LINDSTROM FAMILY TRUST DATED AUGUST 30, 1995 and the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE. According to UCA 10-9a-608, the City Council found that no new dwelling lot or housing unit would result from the exchange of title and the exchange of title would not result in a violation of any land use ordinance. The City Council then acted and gave its approval to the following property line adjustment.

DESCRIPTION OF ORIGINAL PARCELS

Owner: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE

Serial No.: 43:103:0001

Property Description: LOT 1, PLAT A, JUNIPER HEIGHTS SUBDIVISION, CEDAR HILLS, UTAH. 205,005 SQUARE FEET / 4.706 ACRES

Owner: JEFFREY PAUL LINDSTROM AND LYNNE LINDSTROM, TRUSTEES OF THE JEFFREY PAUL LINDSTROM AND LYNNE LINDSTROM FAMILY TRUST DATED AUGUST 30, 1995

Serial No.: 43:103:0003

Property Description: LOT 3, PLAT A, JUNIPER HEIGHTS SUBDIVISION, CEDAR HILLS, UTAH. 17,231 SQUARE FEET / 0.396 ACRES

Owner: JEFFREY PAUL LINDSTROM AND LYNNE LINDSTROM, TRUSTEES OF THE JEFFREY PAUL LINDSTROM AND LYNNE LINDSTROM FAMILY TRUST DATED AUGUST 30, 1995

Serial No.: 43:103:0010

Property Description: LOT 10, PLAT A, JUNIPER HEIGHTS SUBDIVISION, CEDAR HILLS, UTAH. 6116 SQUARE FEET / 0.140 ACRES

DESCRIPTION OF PROPERTY EXCHANGES

Parcel 1 - Portion of land from Lot 10, Plat A, Juniper Heights Subdivision (Lindstrom) to Lot 1, Plat A, Juniper Heights Subdivision (LDS Church)

Commencing at a point located North 00°22'21" West along the section line 555.06 feet and East 12.45 feet from the West Quarter Corner, Section 5, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 41°00'44" East 69.02 feet; thence North 74°47'11" East 30.10 feet; thence South 39°15'50" West 101.71 feet; thence along the arc of a 350.00 foot radius curve to the left 21.25 feet (chord bears North 27°58'07" West 21.25 feet) to the point of beginning. Area: 1,572 square feet / 0.036 acres

Parcel 2 - Portion of land from Lot 1, Plat A, Juniper Heights Subdivision (LDS Church) to Lot 3, Plat A, Juniper Heights Subdivision (Lindstrom)

Commencing at a point located North 00°22'21" West along the section line 615.04 feet and East 87.18 feet from the West Quarter Corner, Section 5, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 39°15'50" East 19.72 feet; thence South 89°44'00" East 42.93 feet; thence South 74°47'11" West 57.42 feet to the point of beginning. Area: 329 square feet / 0.008 acres

Parcel 3 - Portion of land from Lot 3, Plat A, Juniper Heights Subdivision (Lindstrom) to Lot 1, Plat A, Juniper Heights Subdivision (LDS Church)

Commencing at a point located North 00°22'21" West along the section line 630.11 feet and East 142.68 feet from the West Quarter Corner, Section 5, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 74°47'11" East 39.69 feet; thence North 81°25'51" East 0.58 feet; thence South 08°34'07" East 10.81 feet; thence North 89°44'00" West 40.48 feet to the point of beginning. Area: 218 square feet / 0.005 acres

DESCRIPTION OF NEWLY CREATED PARCELS

Owner: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE

Property Description: LOT 1, PLAT A, JUNIPER HEIGHTS SUBDIVISION

Commencing at a point located North 00°22'21" West along the section line 555.06 feet and East 12.45 feet from the West Quarter Corner, Section 5, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 41°00'44" East 69.02 feet; thence North 74°47'11" East 127.21 feet; thence North 81°25'51" East 0.58 feet; thence North 08°34'07" West 117.46 feet; thence North 24°56'28" East 290.07 feet; thence along an arc of a 308.00 foot radius curve to the left 148.46 feet (chord bears South 76°02'05" East 147.03 feet); thence South 89°50'36" East 38.82 feet; thence along an arc of a 15.00 foot radius curve to the right 21.60 feet (chord bears South 48°35'45" East 19.78 feet); thence South 07°20'53" East 318.37 feet; thence South 08°34'30" East 27.39 feet; thence South 08°35'52" East 87.20 feet; thence along an arc of a 50.00 radius curve to the right 75.15 feet (chord bears South 34°28'56" West 68.27 feet); thence along an arc of a 442.25 foot radius curve to the left 292.16 feet (chord bears South 58°36'50" West 286.87 feet); thence North 44°04'26" West 127.80 feet; thence along an arc of a 116.50 foot radius curve to the left 63.94 feet (chord bears North 59°47'46" West 63.14 feet); thence along an arc of a 168.81 foot radius curve to the left 64.91 feet (chord bears North 86°32'02" West 64.51 feet); thence along an arc of a 350.00 radius curve to the left 98.46 feet (chord bears North 21°38'57" West 98.14 feet) to the point of beginning. Area: 206,465 square feet / 4.739 acres

Owner: JEFFREY PAUL LINDSTROM AND LYNNE LINDSTROM, TRUSTEES OF THE JEFFREY PAUL LINDSTROM AND LYNNE LINDSTROM FAMILY TRUST DATED AUGUST 30, 1995

Property Description: LOT 3, PLAT A, JUNIPER HEIGHTS SUBDIVISION

Commencing at a point located North 00°22'21" West along the section line 615.04 feet and East 87.18 feet from the West Quarter Corner, Section 5, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 39°15'50" East 19.72 feet; thence North 21°00'58" West 226.73 feet; thence South 59°40'04" East 168.70 feet; thence South 08°34'07" East 117.46 feet; thence South 81°25'51" West 0.58 feet; thence South 74°47'11" West 97.11 feet to the point of beginning. Area: 17,343 square feet / 0.398 acres

Owner: JEFFREY PAUL LINDSTROM AND LYNNE LINDSTROM,
TRUSTEES OF THE JEFFREY PAUL LINDSTROM AND LYNNE
LINDSTROM FAMILY TRUST DATED AUGUST 30, 1995
Property Description: LOT 10, PLAT A, JUNIPER HEIGHTS SUBDIVISION

Commencing at a point located North 00°22'21" West along the section line 555.06 feet and East 12.45 feet from the West Quarter Corner, Section 5, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence along an arc of a 350.00 foot radius curve to the left 0.78 feet (chord bears North 29°46'19" West 0.78 feet); thence North 29°50'09" West 86.66 feet; thence South 89°44'00" East 130.32 feet; thence South 39°15'50" West 19.72 feet; thence South 74°47'11" West 30.10 feet; thence South 41°00'44" West 69.02 feet to the point of beginning. Area: 4,545 square feet / 0.104 acres

PUBLIC UTILITY EASEMENT

The City of Cedar Hills hereby maintains all rights and privileges to the Public Utility Easements located on these properties in accordance with Utah Code Annotated, 54-3-27, Public Utility Easement and also the City of Cedar Hills Code, 6-3-9, Relocation of Structures in Public Way.

Dated this _____ day of _____, 2011.

CITY OF CEDAR HILLS

ATTEST:

Eric Richardson, Mayor

Kim E. Holindrake, City Recorder

PROPERTY OWNERS

Jeffrey Paul Lindstrom
Trustee of the Jeffrey Paul Lindstrom and Lynne
Lindstrom Family Trust Dated August 30, 1995

Lynne Lindstrom
Trustee of the Jeffrey Paul Lindstrom and Lynne
Lindstrom Family Trust Dated August 30, 1995

State of Utah)
 §
County of Utah)

On this ____ day of _____, 2011, personally appeared before me, JEFFREY PAUL LINDSTROM AND LYNNE LINDSTROM, TRUSTEES OF THE JEFFREY PAUL LINDSTROM AND LYNNE LINDSTROM FAMILY TRUST DATED AUGUST 30, 1995, who, being by me duly sworn, acknowledged to me that they are the signers of the foregoing instrument and acknowledged to me that they executed the same.

Notary Public

PROPERTY OWNER

By: _____
Corporation of the Presiding Bishop of the Church
of Jesus Christ of Latter-Day Saints, a Utah
Corporation Sole

State of Utah)
 §
County of Utah)

On this ____ day of _____, 2011, personally appeared before me, _____, Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah Corporation Sole, who, being by me duly sworn, acknowledged to me that he/she is the signer of the foregoing instrument and acknowledged to me that he/she executed the same.

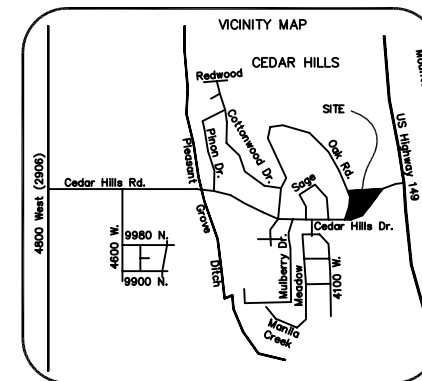
Notary Public

JUNIPER HEIGHTS PLAT "A",
LOT 3
(Lindstrom)

J LINDSTROM PLAT "A",
LOT 1
(Lindstrom)

JUNIPER HEIGHTS PLAT "A",
LOT 10
(Lindstrom)

JUNIPER HEIGHTS PLAT "A",
LOT 1
(LDS Church)



PARCEL 3
Portion of land from Lot 3, Plat "A",
Juniper Heights (Lindstrom) to
Lot 1, Plat "A", Juniper Heights
Subdivision (LDS Church)

PARCEL 3
Point of
Beginning

OLD PROPERTY
CORNER

PARCEL 2 Point of Beginning

OLD PROPERTY
CORNER

PARCEL 2
Portion of land from Lot 1,
Plat "A", Juniper Heights
Subdivision (LDS Church) to
Lot 3, Plat "A", Juniper
Heights (Lindstrom)

PARCEL 1
Portion of land from
Lot 10, Plat "A",
Juniper Heights
(Lindstrom) to Lot 1,
Plat "A", Juniper
Heights Subdivision
(LDS Church)

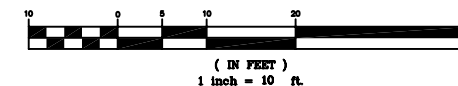
PARCEL 1 Point of
Beginning

OLD PROPERTY
CORNER

OAK ROAD

EXISTING CEDAR HILLS
STAKE CENTER PAVILION

GRAPHIC SCALE



A.L.M. & ASSOCIATES, INC.

ENGINEERING • SURVEYING • DEVELOPMENT • PLANNING

2230 NORTH UNIVERSITY PARKWAY, BUILDING 6D, PROVO, UTAH 84604 PH: (801) 374-6262



CEDAR HILLS STAKE

LDS CHURCH

PARCEL TRANSFER MAP

NO.	REVISION	DATE

2
OF 3 SHEETS

PROJ # 268-471

S:\S\SRD\268-471\A71-LDS - Lindstrom Land Exchange.dwg 3/22/2011 8:10:46 AM RBT



CITY OF CEDAR HILLS

TO:	Mayor Richardson & City Council
FROM:	Konrad Hildebrandt, City Manager
DATE:	3/30/2011

City Council Memorandum

SUBJECT:	FY 2012 Budget
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	Rebecca Tehero, Finance Director
BACKGROUND AND FINDINGS:	<p>Presentation of 2012 Budget:</p> <ul style="list-style-type: none">- Golf & Events Fund Revenues- Salary Expenditures- CARE Tax Projects
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT:	
SUPPORTING DOCUMENTS:	<ul style="list-style-type: none">- Preliminary 2012 Golf & Events Fund Revenue Budget- Possible CARE Tax Projects
RECOMMENDATION:	To review and comment on the 2012 golf revenue projections, estimated salary expenditures, and possible CARE tax projects
MOTION:	

GOLF & EVENTS FUND REVENUES

GOLF REVENUE	FY 2010 ACTUAL	FY 2011 BUDGET	FY 2012 BUDGET	CHANGE
75-30-100 Green Fees	\$499,732	\$680,000	\$580,000	(\$100,000)
75-30-300 Practice Range	\$27,514	\$30,000	\$30,000	\$0
75-30-400 Pro Shop Revenue	\$78,433	\$110,000	\$90,000	(\$20,000)
75-30-500 Snack Shack & Concessions	\$34,547	\$55,000	\$15,000	(\$40,000)
75-30-600 Season Passes	\$27,925	\$40,000	\$50,000	\$10,000
75-30-800 Other Income	\$250	\$0	\$0	\$0
	\$668,400	\$915,000	\$765,000	(\$150,000)

EVENTS REVENUE	FY 2010 ACTUAL	FY 2011 BUDGET	FY 2012 BUDGET	CHANGE
75-30-500 Grill & Concessions	\$0	\$0	\$30,000	\$30,000
75-30-750 Events Center Rentals	\$11,570	\$8,000	\$70,000	\$62,000
	\$11,570	\$8,000	\$100,000	\$92,000

NON-OPERATING REVENUE	FY 2010 ACTUAL	FY 2011 BUDGET	FY 2012 BUDGET	CHANGE
75-35-400 2005 GO Bond - Property Tax	\$385,260	\$385,250	\$385,000	(250)
	\$385,260	\$385,250	\$385,000	(250)

GRAND TOTAL	\$1,065,230	\$1,308,250	\$1,250,000	(\$58,250)
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City of Cedar Hills, Utah
COMMUNITY ARTS AND RECREATION (CARE)
Funding Ideas

Idea	Cost
1. Free Junior Golf Day	\$7,000
2. Range Picker	\$12,000
3. Subsidize Golf Camps	\$15,000
4. Driving Range Mats	\$2,000
5. Driving Range Stalls	\$100,000
6. Heater's for Driving Range	\$25,000
7. Driving Range Lights	\$50,000
8. Stage and Sound Equipment Events Ctr.	\$50,000
9. Recreation and Aquatics Center	\$7-10 million
10. Tennis Courts	\$50,000 +
11. Outdoor Basketball Courts	\$35,000 +
12. All parks amenities	\$5,000 +
13. Splash Pad	\$250,000+
14. Lights at Mesquite Soccer Park	\$50,000 +
15. Trail Improvements	\$10,000 +
16. Horseshoe pit and shoes	\$3,000 +
17. Skateboard Park	75,000 +
18. Volleyball/Badminton court	\$35,000 +
19. Outdoor Racquetball Court	\$75,000 +
20. Baseball/Softball fields	\$100,000 +
21. Family Festival upgrades	\$Any amounts
22. Recreation Center – Construction/O&M	\$any amounts
23. Aquatics Center	\$any amounts
24. Family Festival – bigger, better, etc.	\$Any amounts
25. Summer movie series	\$Any amounts
26. Concerts in the park	\$any amounts
27. ZORB – inflatable ball	\$25,000
28. Sledding Hill development	\$50,000
29. Storage sheds at parks	\$40,000
30. Bathrooms at Mesquite Park	\$50,000
31. Various class instructors	\$Any amounts
32. Gardening club	\$5,000
33. Community Vegetable Garden	\$5,000
34. Fishing Pond (stock pond for FF days)	\$5,000
35. Float building funds/prizes	\$5,000
36. Redesign funds for eastside Heritage Park	\$5,000
37. More multi-use recreation facilities	\$Any amounts



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Engineer/PW Director
DATE:	4/5/2011

City Council Agenda Item

SUBJECT:	Pressurized Irrigation Service to AF Residents
APPLICANT PRESENTATION:	David Bunker
STAFF PRESENTATION:	David Bunker, City Engineer/Public Works Director

BACKGROUND AND FINDINGS:

The City of Cedar Hills has installed a pressurized irrigation system in the American Fork subdivision south of 9900 North. The installation was based on the initial understanding that the Cities would work towards a boundary adjustment of the area into Cedar Hills. Recently staff has had contact with American Fork City staff and 8 of the 9 residents in that area. Neither the AF staff, nor any of the current AF residents have the appetite to make the boundary adjustment at this time.

With the irrigation system in place, the capacity for Cedar Hills to provide irrigation service to the AF residents in this neighborhood is feasible. Several options are available including:

1. Do not provide the service. The AF residents would need to remain on culinary water (provided by Cedar Hills through an antiquated interlocal agreement) and work out a reduced outdoor rate through American Fork City. The piping system would remain dry.
2. Provide the service based on the City's current sewer service policy. Non-resident utility rates would apply. Currently a resident rate for PI on a 0.25 acre lot is \$33.18. The non-resident rate of up to 8-times would equal a monthly rate of \$265.44. A lower multiplier could be adopted.
3. Enter into an Interlocal Agreement with AF City for Pressurized Irrigation delivery. The agreement would include reimbursement for the cost of the infrastructure (approx. \$89,000) and the cost of water delivery from the system using current escalating costs from the City's CUWCD water source (currently \$159.30/ac-ft) billed annually, and an annual administrative operations fee of \$1,000 for the administration, billing operations, and delivery of water to the system.

PREVIOUS LEGISLATIVE ACTION:

None

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

N/A

RECOMMENDATION:

Staff recommends the City Council determine direction for Pressurized Irrigation Service to AF Residents .

MOTION:

To approve/not approve the Mayor to enter into an Interlocal Agreement with American Fork City for the purpose of providing pressurized irrigation service to residents of American Fork.



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David H. Bunker, City Engineer
DATE:	4/5/2011

City Council Agenda Item

SUBJECT:	Debris Basin Interlocal Cooperation Agreement
APPLICANT PRESENTATION:	None
STAFF PRESENTATION:	David Bunker
BACKGROUND AND FINDINGS: <p>Pursuant to the purchase and maintenance of the American Fork Debris Basin, an Interlocal Cooperation Agreement has been drafted and is presented for approval. The Agreement would bind Cedar Hills, American Fork, and Highland as parties responsible for the purchase and maintenance of the American Fork Debris Basin for the purpose of flood control and other ancillary uses.</p> <p>UPDATE: Cedar Hills and Highland City adopted differing versions of the Interlocal Cooperation Agreement. American Fork has the current version and is willing to sign the same version as Cedar Hills and Highland.</p>	
PREVIOUS LEGISLATIVE ACTION: <p>Previous approval of Interlocal Cooperation Agreement dated May 14, 2008.</p>	
FISCAL IMPACT: <p>Initial purchase of \$310,000 and anticipated annual maintenance cost of approximately \$40,000. Costs shall be divided equally among participating cities.</p>	
SUPPORTING DOCUMENTS: <p>Proposed Agreement.</p>	
RECOMMENDATION: <p>Staff recommends City Council approve the Debris Basin Interlocal Cooperation Agreement.</p>	
MOTION: <p>To approve/not approve the updated Interlocal Cooperation Agreement for the American Fork Debris Basin.</p>	

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT entered into on the dates indicated by the signatures below, between the Cities of American Fork, Cedar Hills, and Highland, Utah Municipal Corporations of the State of Utah, hereinafter referred to as the “Parties”.

WHEREAS, the Parties wish to utilize the American Fork Canyon Debris Basin “Basin” in order to accommodate the development of a pressurized irrigation system in American Fork, to expand its use as a flood control structure, and to implement the best methods to protect, preserve and aid in replenishing the ground water in Northern Utah County; and

WHEREAS, the Parties have appointed representatives consisting of the Public Works Directors from each City to act as members of the American Fork River Debris Basin Administrative Board hereinafter referred to as the “Administrative Board”; and

WHEREAS, the Parties have entered into an agreement to purchase the Basin from Utah County and jointly hold an undivided interest in said Basin and preserve it from private development; and

WHEREAS, the Parties have authority to enter into such agreements pursuant to Title 11-13-202, and Title 10-1-202, Utah Code Annotated, as amended.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

SPECIFIC PROVISIONS

1. **PURPOSES OF THIS AGREEMENT.** The Parties hereby agree that they have jointly sought to obtain from Utah County, ownership of the Basin based on a fair market value purchase in the amount of \$310,000. The Parties agree that the cost of the purchase of the Basin shall be borne evenly between the Parties.
2. **USE OF BASIN.** Once the Basin is purchased, the primary use shall be as a flood control facility. The Parties anticipate and agree that either Party shall not be restricted in its individual pursuit to utilize the Basin for other uses, provided that any such pursuit does not conflict with the original, primary purpose of the Basin as a flood control facility. If a Party wishes to use the Basin for any purpose other than as a flood control facility, that Party shall, at its own cost and expense, prepare any and all applications and submit the same to the appropriate regulatory body for any proposed use or activity not currently authorized within the Basin. No use shall interfere with the primary use of the Basin as a flood control facility. Each Party shall indemnify the other Parties from any maintenance, damage or liability that might arise from use of the basin for its intended purpose or any other purpose approved by the Administrative Board.
3. **MANAGEMENT OF FACILITIES.** The Parties agree to jointly manage the Basin as a flood control facility and evenly split all expenses related to that function. The Administrative Board will take the lead in such maintenance activities and direct, perform or have performed all necessary maintenance in a timely manner. The Parties agree to adopt an annual budget to cover foreseeable joint flood control expenses. The

Administrative Board will consult with the parties before taking immediate emergency actions not anticipated in the annual budget. If a use of the Basin for other than flood control is approved for any Party, that Party that sought the use shall bear all expenses of said alternative use.

4. **TERM.** This Agreement shall take effect upon its execution by the Parties whose names appear first above and shall continue for a period of 50 years or until terminated by unanimous consent of the Parties to it.
5. **NO NEW ENTITY CREATED.** It is not the intent of the Parties that this Agreement creates any new entity. It is an agreement for joint action only.
6. **DISPOSAL OF PROPERTY ON TERMINATION OF AGREEMENT.** Upon termination of this Agreement, for any reason, the Basin shall remain in joint, undivided ownership, between the Parties, and each Party shall pay one third the cost of the maintenance of the Basin as a flood control facility.
7. **AMENDMENT.** This Agreement may not be amended, except by written agreement of all the Parties hereto.
8. **ADMINISTRATIVE BOARD.** This Agreement shall be administered to the extent necessary by the Administrative Board consisting of the Public Works Director from each of the cities appointed by the governing body thereof and each member having one (1) vote.
9. **FINANCIAL AFFAIRS.** The Administrative Board shall be responsible for the management of the financial affairs of this Agreement and submit an annual budget for approval of the Administrative Board by March 15th each year. The Parties will remit funds to the operating account, on or about July 15th of each year, one third of the amount budgeted for the maintenance of the Basin as a flood control facility. The Administrative Board shall report quarterly to American Fork City, Highland City and Cedar Hills City on the expenditures for the flood control facilities. The Parties may examine the books and records relating to the maintenance of the Basin at any reasonable time, upon request.
10. **COMMENCEMENT AND EFFECTIVE DATE.** This Agreement shall take effect on the date that the agreement is approved by all Parties.
11. **LIABILITY AND INDEMNIFICATION.** The Parties shall defend, indemnify, save harmless, and exempt each other, their officers, agents, and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorney's fees incident to any willful or negligent acts or omissions by each Party, its officers, agents, or employees arising out of the implementation of the provisions of this Agreement.

SIGNED AND DATED THIS ____ DAY OF _____, 2011.

ATTEST:

Mayor, American Fork City

American Fork City Recorder

SIGNED AND DATED THIS ____ DAY OF _____, 2010.

ATTEST:

Mayor, Highland City

Highland City Recorder

SIGNED AND DATED THIS ____ DAY OF _____, 2010.

ATTEST:

Mayor, City of Cedar Hills

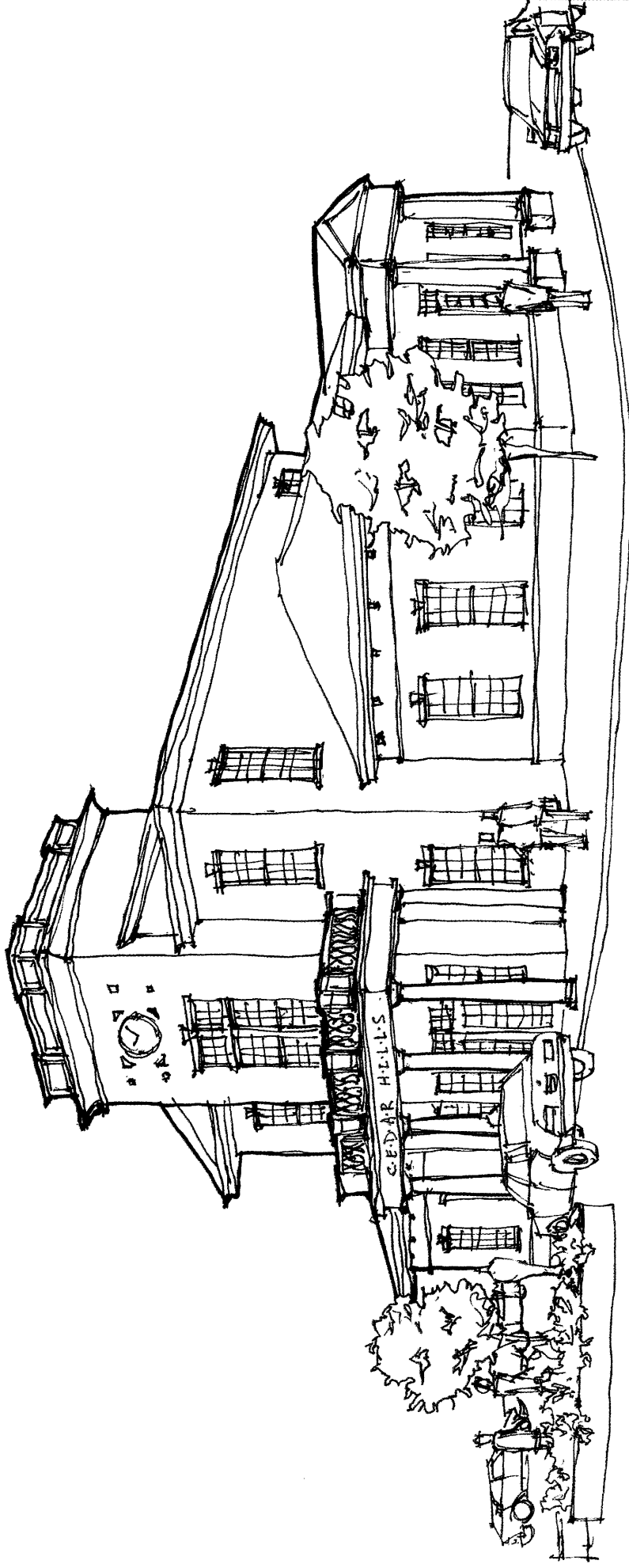
City of Cedar Hills Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Konrad Hildebrandt, City Manager <i>Kenneth</i>
DATE:	4/5/2011

SUBJECT:	Commercial District Master Plan and Civic Center
APPLICANT PRESENTATION:	Mr. Konrad Hildebrandt, City Manager
STAFF PRESENTATION:	City Manager
BACKGROUND AND FINDINGS: <p>The City of Cedar Hills Utah recently was approved by an 82% margin of good to excellent for its handling of the development of the Northside Commercial District.</p> <p>Our next goal is the southside. We are in Development Review Process with Holiday Oil for a gas/convenience on the corner of Cedar Hills Drive and 4800 West.</p> <p>Staff's goal is to provide to the City Council a complete southside development rendering through various meetings with the City Council and then present our plan to the other property owners.</p> <p>Further, with the great and long overdue welcoming of the Fire/EMS to our facility, staff has shuffled and will be functionally ok for whenever. Nonetheless, the long term (hopefully short term) vision of the Staff and hopefully the CC will be the creation of a Civic Center in the Southside Commercial District. I believe that immediate creation of this Civic Center will create synergy to the District jointly with the Gas/Convenience store and things will start moving. We also need to be well aware of our neighboring city (Highland) who has designated the property across the street (south of LPHS) as commercial for future development.</p> <p>Earlier this year, the CC designated some availability to address the Civic Center needs through potential purchase of parts of the Lexington Heights Office Complex. This did not work out. We could use closely the same amount of funds (ok a little more and create a facility for the future for our dear city!)</p>	
PREVIOUS LEGISLATIVE ACTION: <p>None</p>	
FISCAL IMPACT: <p>\$550,00 - \$600,000</p>	
SUPPORTING DOCUMENTS: <p>Enclosed</p>	
RECOMMENDATION: <p>Staff recommends that the City Council, by motion, direct staff to move forward in the overall development of the southside commercial district including the Civic Center.</p>	
MOTION: <p>See staff recommendation above.</p>	



PERSPECTIVE VIEW

CEDAR HILLS CIVIC CENTER

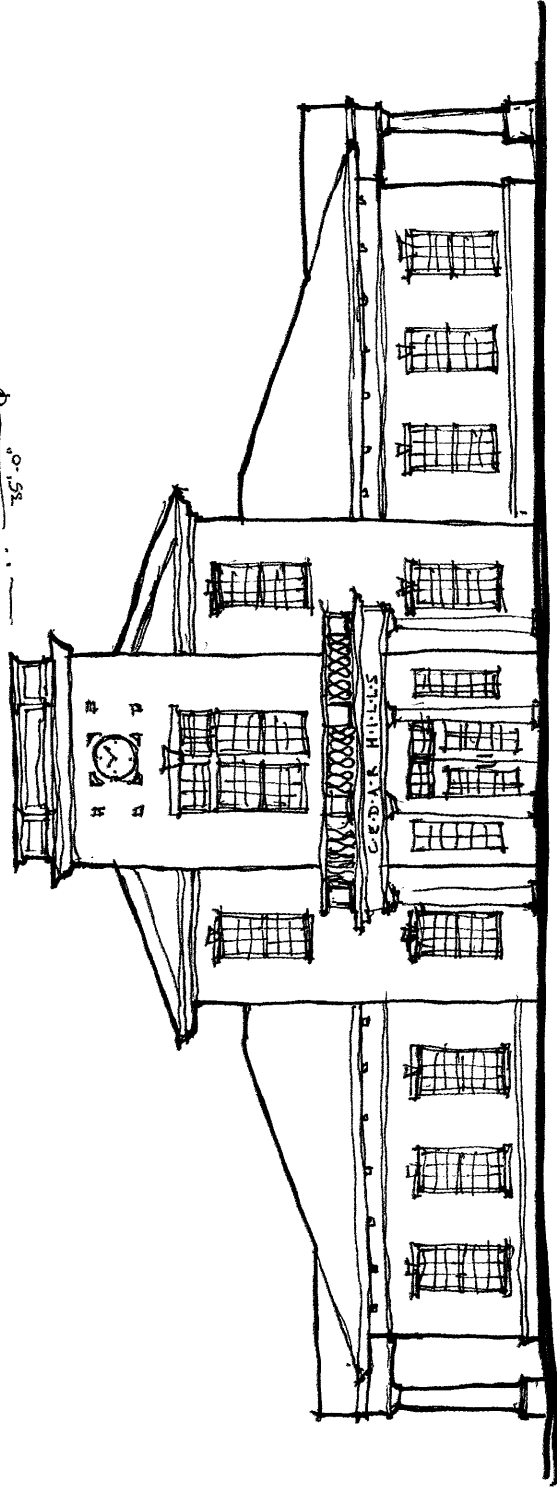
C E D A R H I L L S , U T A H

MARCH 29, 2011



THE
RICHARDSON
DESIGN
PARTNERSHIP
LLC.

T.O. Tower
35'-0"

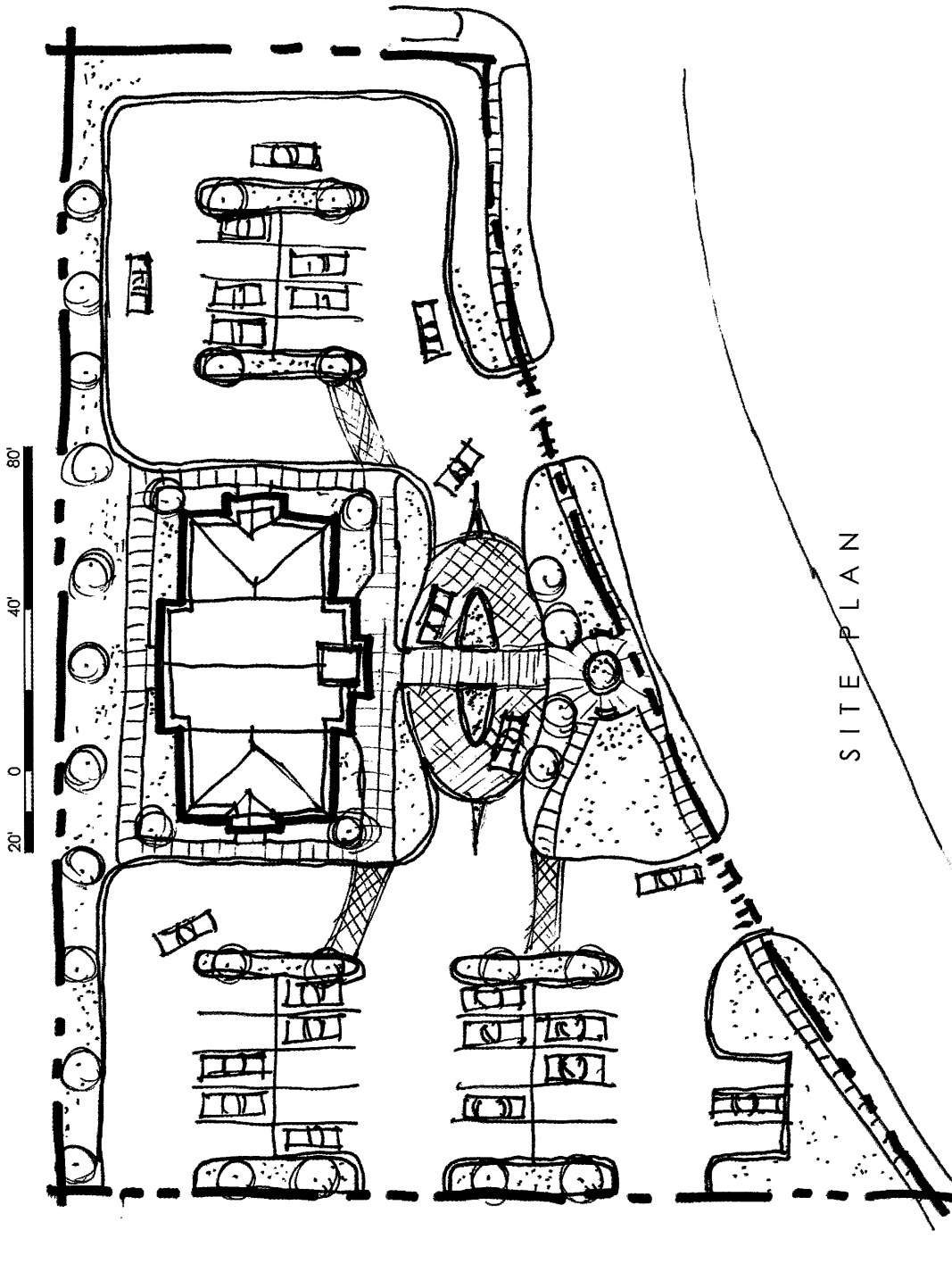


WEST ELEVATION

CEDAR HILLS CIVIC CENTER
CEDAR HILLS, UTAH

MARCH 29, 2011





SITE PLAN

CEDAR HILLS CIVIC CENTER
CEDAR HILLS, UTAH

MARCH 29, 2011

