

CITY COUNCIL MEETING AND PUBLIC HEARINGS

Tuesday, April 3, 2012 7:00 p.m.

Public Works Building

10246 N Canyon Road, 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 public hearings in connection with their Regular City Council Meeting on Tuesday, April 3, 2012, 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 20, 2012, City Council Meeting and Public Hearing
4. Conditional Use Permit for Walmart Outdoor Garden Sales

CITY REPORTS

5. City Manager
6. Mayor and Council

SCHEDULED ITEMS AND PUBLIC HEARINGS

7. Review/Action on an Agreement with Provo River Water Users Association for the Sewer Relocation on 4500 West
8. Review/Action on a Resolution Adopting Fees
9. Public Hearing/Review/Action on Amendments to the City Code, Title 10, Chapter 6, Article B, Section 5, Dwelling Units Per Structure
10. Public Hearing/Review/Action on the Preliminary Plan for Rhinehart Oil Gas and Convenience Store Located at Approximately 10018 North and 4800 West
11. Review/Action on Completion of the Community Recreation Center Basement
12. Discussion on Refinancing City Bonds and Prepayment Options

EXECUTIVE SESSION

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

SCHEDULED ITEMS

15. Review/Action on City Manager Performance and Contract
16. Review/Action on Reimbursement of Costs – Litigation – Mayor and City Manager

ADJOURNMENT

17. Adjourn

Posted this 29th day of March, 2012.

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:	Konrad Hildebrandt, City Manager <i>Konrad</i>
DATE:	4/3/2012

City Council
Agenda Item

SUBJECT:	Consent Calendar – Walmart outside garden sales
APPLICANT PRESENTATION:	None
STAFF PRESENTATION:	Mr. Konrad Hildebrandt, City Manager
BACKGROUND AND FINDINGS: <p>Walmart's Store Manager has requested the City of Cedar Hills to allow, per approved Development Agreement, outdoor sales for garden supplies for a period of 2 months (Current through May 31, 2012). They will only stage garden products on the South side of the facility.</p> <p>Walmart indicated that this would be actively watched, cleaned, and given the highest priority for community cleanliness and look. We also have a zoning administrator that will help them in this regard.</p>	
PREVIOUS LEGISLATIVE ACTION: None	
FISCAL IMPACT: None	
SUPPORTING DOCUMENTS: None	
RECOMMENDATION: NA	
MOTION: Motion to approve/deny the Walmart request for a conditional use permit for outdoor garden sales.	



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Engineer/PW Director
DATE:	4/3/2012

City Council Agenda Item

SUBJECT:	PRWUA Sewer Line Relocation
APPLICANT PRESENTATION:	David Bunker
STAFF PRESENTATION:	David Bunker, City Engineer/Public Works Director
BACKGROUND AND FINDINGS: Following our last city council meeting on March 20th, the Mayor instructed staff to propose a compromise to the Provo River Water Users Association. After contacting Mr. Steve Cain, the proposal is being considered for approval. The terms of the 4500 West Sewer Line Relocation reimbursement are outlined as follows: <ol style="list-style-type: none">1. The PRWUA will establish the 4500 West project costs at \$160,000.2. The City will be responsible for 75% of the project costs for a total of \$120,000.3. The City will pay the full amount due immediately after receiving an invoice.4. The City will execute the modified utility relocation reimbursement agreement.	
PREVIOUS LEGISLATIVE ACTION: None	
FISCAL IMPACT: Initial bid cost = \$60,134.65. Amended cost summary = \$198,963.00. Negotiated cost \$120,000.00	
SUPPORTING DOCUMENTS: PRWUA reimbursement agreement.	
RECOMMENDATION: Staff recommends the City Council approve the negotiated cost for the 4500 West Sewer Relocation project and proceed with execution of payment schedule according to discussion of agreed terms.	
MOTION: To approve/not approve the amended Provo River Water Users Association agreement terms and conditions for the 4500 West Sanitary Sewer relocation project.	

AGREEMENT TERMS AND CONDITIONS

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and the City hereby agree as follows:

SECTION 1. Design of City Utilities – The Association has engaged CH2MHill to provide all of the design engineering work for the Enclosure Project, including all design work associated with the removal, reconstruction and relocation of the City Utilities. The City agrees to fully cooperate with CH2MHill in connection with all design work required for the City Utilities, including providing to CH2MHill upon request all information regarding location, condition, capacity and specifications of the existing City Utilities. The Association shall cause CH2MHill to fully cooperate with the City in connection with the design of the City Utilities, to provide the City with sufficient advance notice of the completion deadline for such design, and to incorporate, to the extent reasonably feasible, any design specifications required by the City.

SECTION 2. Construction of the City Utilities. (a) The Association has entered into a contract with Ames Construction, Inc. (the “Contractor”) to do all of the construction work for the Enclosure Project. Pursuant to its construction contract with the Association, the Contractor shall provide all of the removal, reconstruction and relocation work associated with the City Utilities (the “City Utility Work”). A summary of the City Utility Work currently anticipated to be performed in connection with the Enclosure Project is attached hereto as Exhibit A. The Contractor shall obtain any and all City permits required in connection with the Enclosure Project, including the City Utility Work, and shall comply with all applicable City ordinances relating to the Enclosure Project and the City Utility Work. The City shall cooperate with the Contractor and shall expedite, where reasonably feasible, the processing and issuance of any required permits so as not to delay the Enclosure Project, including the City Utility Work. The City may, at its discretion and expense, provide inspection or testing of the City Utility Work to assure the work meets the standards set by the City. The Association shall cause the Contractor to notify the City not less than ten (10) calendar days in advance of any scheduled, temporary interruptions of the City Utilities. The Association and its respective officers, trustees, employees, agents and contractors shall have no liability for any damage to, or interference with, the City’s works or improvements as a result of the exercise by the Association of any of its rights under this Agreement. The Association agrees to assign to the City any warranties for the City Utility Work.

(b) The sequencing of staging and construction for the Enclosure Project is the sole responsibility of the Contractor. The Contractor is entitled to an early completion bonus, and is subject to damages for late completion, pursuant to the terms of the construction contract. It is imperative that the City Utility Work not delay the Contractor. The City agrees to respond to all requests for information, issue all permits, conduct any required inspections, and otherwise perform any and all tasks associated with the City Utility Work in a prompt, timely and

professional manner so as not to delay CH2MHill in the design of the City Utilities or the Contractor in the performance of the City Utility Work.

SECTION 3. Traffic Control and Public Information. The Association shall cause the Contractor to work with the City to identify, address and mitigate all construction related issues arising within the City as a result of the Enclosure Project and the City Utility Work, including signage, notification of road closures and City Utility interruptions, access to businesses during construction, and similar issues. The Contractor shall be required to provide and designate a full-time Utility Relocation Manager and a Public Information Manager. The duties anticipated for these positions are attached hereto as Exhibit B.

SECTION 4. Payment of Utility Relocation Costs. (a) The Association's current estimate of the costs and expenses associated with the City Utility Work (the "Utility Costs") is set forth on Exhibit A attached hereto. This estimate includes all costs and expenses associated with the City Utility Work identified in Exhibit A, including design costs. The Association and the other financial participants in the Enclosure Project shall pay, collectively, twenty-five percent (25%) of the Utility Costs. The City agrees to pay for the remaining seventy-five (75%) percent of the Utility Costs. The estimate of Utility Costs set forth in Exhibit A is for informational and budgeting purposes only, and may be more or less than the actual Utility Costs. The payment obligation of the City shall be based on actual Utility Costs incurred, and shall not be limited to the estimate set forth on Exhibit A. The Association and the other financial participants in the Enclosure Project shall advance to the Contractor, CH2MHill and any other contractors or consultants performing work or services related to the Utility Work the City's portion of the Utility Costs as the same become due and payable. The City shall reimburse such advanced funds to the Association in three approximately equal annual payments, in the amounts calculated by the Association based on the estimates contained in Exhibit A and invoiced to the City, payable on execution of this agreement but not later than March 31, 2012, July 10, 2012, and July 10, 2013. Near the end of the Enclosure Project, at the time of substantial completion of the work, the Parties shall have an accounting of the Utility Costs and shall identify any Utility Work that remains to be accomplished. The last payment by the City shall be adjusted to account for any over- or under- payments made by the City.

(b) The estimated Utility Costs set forth in Exhibit A are based on the replacement of existing capacity and functionality of the City Utilities. In the event the City desires to increase the capacity or functionality of any of the City Utilities beyond their existing capacity and functionality, the incremental cost of such increase shall be the sole responsibility of the City, to be paid by the City in installments as provided above.

(c) The payment obligation of the City hereunder shall not be construed as a general obligation or debt of the City, but shall instead be payable solely from the City's revenues from the operation of its utility works.

SECTION 5. Other Work. Except as provided herein, all other work in connection with the Enclosure Project involving City facilities, such as road crossings, and bridge demolition and the like, shall be performed by the Contractor at the cost and expense of the Enclosure Project.

SECTION 6. License Agreements. Following completion of the City Utilities, the City shall, at the request of the Association, approve, execute and deliver one or more new license agreements, authorizing the City to occupy identified portions of the PRC corridor for the construction, installation, operation, maintenance, inspection, repair and replacement of the City Utilities affected by the Enclosure Project. Such license agreements shall be in a form acceptable to the Association, and shall provide, among other things, (i) that the City Utilities are and shall be the property of the City, (ii) that the City shall, at its sole cost and expense, maintain, repair and operate such City Utilities in a functional, safe and clean condition, (iii) that such City Utilities shall not interfere in any way with the operation, maintenance and repair of the enclosed PRC or the recreational trail to be constructed and operated within the PRC corridor, (iv) that any and all rights of the City under the terms of such licenses shall be subject and subordinate to the rights of the Association to enjoy, use, operate, repair, reconstruct, maintain, improve or modify the PRC and PRC related lands, works, improvements, equipment and/or facilities, and to the rights of Jordan Valley Water Conservancy District, Metropolitan Water District of Salt Lake & Sandy and Central Utah Water Conservancy District to use the PRC corridor for water conveyance facilities, (v) that the City shall pay any costs incurred by the Association in the future caused by the presence of such City Utilities within the PRC corridor, and (vi) that the Association may issue additional licenses or permits for uses of the PRC related lands or interests in lands.

SECTION 8. Compliance with Applicable Law. The Association reserves all rights that are or may become reasonable and necessary for the Association to comply with applicable federal, state and local law and/or their respective contractual obligations as the same may from time to time arise or change.

SECTION 9. Miscellaneous.

a. Authority. The person(s) signing on behalf of the Parties represent and warrant that they have been duly authorized by resolution of the governing body or board of their respective party to execute this Agreement on behalf of the Party they represent.

b. Notice. Any notice required by this Agreement shall be deemed given when mailed or delivered to:

Provo River Water Users Association
Attn: General Manager
285 West 1100 North
Pleasant Grove, Utah 84062

Cedar Hills City

Attn: _____

Each party may change the designation of the addressee or the address for that Party to receive notice by sending written notice of the change.

c. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the Enclosure Project.

d. Alteration/Amendment. This Agreement cannot be altered except through a written instrument signed by both Parties.

e. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement, even though the parties do not sign the same counterpart. A signature sent by fax or e-mail .pdf shall be the same as if it were an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

PROVO RIVER WATER USERS ASSOCIATION

By: _____
Michael L. Wilson,
President

By: _____
G. Keith Denos
Secretary-Treasurer

CEDAR HILLS CITY

Mayor

EXHIBIT A

Summary of anticipated City Utility Work and estimate of Utility Costs

EXHIBIT A

Provo Reservoir Canal Enclosure Project

Utility Relocation Costs for Cedar Hills City

<u>Owner</u>	<u>Type</u>	<u>Size</u>	<u>Casing</u>	<u>Sta.</u>	<u>Location</u>	<u>Bid Cost</u>	<u>License</u> <u>found #</u>	<u>USBR Contract No.</u>	<u>LA Execution</u> <u>Date</u>	<u>LA Expiration</u> <u>Date</u>	<u>DTL DWG</u>	<u>Final Cost</u>	<u>Notes</u>
Cedar Hills	SSS	15	30	601+44	4500 W	\$ 60,134.65	239	06-LM-41-07290	11/19/1996	11/19/2046	90-UR-42	\$198,963	Relocated - Required a new measuring structure per TSSD

Total Utility Relocation Costs \$198,963

Total	PRCEP Pay	Due Now	July 2012 Pay	July 2013 Pay
\$198,963	\$49,741	\$49,741	\$49,741	\$49,741

EXHIBIT B

Duties of Utility Relocation Manager and a Public Information Manager



CITY OF CEDAR HILLS

TO: Mayor Richardson, City Council, and Staff
FROM: Kim E. Holindrake, City Recorder
DATE: March 27, 2012

City Council Memorandum

SUBJECT: Fee Schedule
APPLICANT PRESENTATION:
STAFF PRESENTATION: Kim E. Holindrake, City Recorder

BACKGROUND AND FINDINGS:

City staff proposes the following modifications to the City's Fees, Bonds, and Fines Schedule.

- Moving the Setup Fee under Other Fees so that it applies to both commercial and residential licensing.
- Fees for newly allowed temporary use businesses include an application/inspection fee and a business licensing fee.
- Plan check deposits for residential and commercial are non-refundable.

PREVIOUS LEGISLATIVE ACTION:

FISCAL IMPACT:

SUPPORTING DOCUMENTS:

- Fee Analysis
- Proposed resolution

RECOMMENDATION

To adopt the proposed resolution.

MOTION

To adopt Resolution No. _____, a resolution adding, amending, or deleting certain fees to the official fees, bonds, and fines schedule for the City of Cedar Hills, Utah.

Analysis for Plan Review Deposit

This is a non-refundable deposit.

This is not a direct fee, it is solely charged upfront to protect the city for the time spent reviewing plans, if entity chooses to not to continue through the process.

Otherwise, the deposit is used to reduce the cost of the overall Building Permit Fee.

Other surrounding Municipalities plan review deposits are:

<u>City</u>	<u>Deposit Amount \$</u>	
	<u>Residential</u>	<u>Commercial</u>
Lindon	\$ 100.00	\$ 300.00
Payson	\$ 150.00	\$ 500.00
Springville	\$ 200.00	\$ 500.00
Alpine	\$ 250.00	\$ 250.00
Pleasant Grove	\$ 250.00	\$ 500.00
Utah County	\$ 300.00	\$ 300.00
Cedar Hills	\$ 400.00	\$ 1,000.00
American Fork	\$ 400.00	\$ 500.00
Highland	\$ 500.00	\$ 500.00
Provo	100%	100%
Orem	100%	100%

Please note that Provo and Orem take their plan fees entirely upfront.

Estimated Residential Plan Review requires an average of 2 days to review. According to code, and previously adopted by our City, @ \$47 per hour, administrative costs are approx. \$750

Estimated Commercial Plan Review requires an average of 10 days to review. Administrative costs are approx. \$3, 750

The actual cost for the total plan review fee is a percentage of their building permit fee.

For smaller Temporary Use Permits that are commercial in nature, but do not warrant an extensive review, they will not require a specific deposit because the review is included with the application.

RESOLUTION NO.

A RESOLUTION ADDING, AMENDING, OR DELETING CERTAIN FEES TO THE OFFICIAL FEES, BONDS, AND FINES SCHEDULE OF THE CITY OF CEDAR HILLS, UTAH.

WHEREAS, the City has enacted various ordinances and fee resolutions setting certain fees for the City; and

WHEREAS, the City Council desires to provide an updated schedule of all City fees; and

WHEREAS, the purpose of this resolution is to add, amend or delete certain fees on the fee schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, as follows:

Section 1 Adoption

Pursuant to the provisions of Section 10-3-717 UCA, 1953, as amended, the City Council hereby adopts the schedule of fees for certain municipal services provided by the City as set forth under Attachment A, which is attached hereto and by this reference made part of this Resolution.

Specific fees to be added and/or amended are as follows:

Fee Type	Current Fee	Amended/Added Fee
Business Licensing – Setup Fee	\$20	\$20 (move to other fees)
Commercial Temporary Use Application Fee and Inspection	N/A	\$87
Business Licensing, Commercial, Temporary Use, Base	N/A	\$40
Plan Check Deposit – residential (non-refundable)	-0-	\$400
Plan Check Deposit – commercial (non-refundable)	-0-	\$1,000

Section 2 Update/Adjustment of Fees

1. Any subsequent fee resolutions for any or all of the fees contained within this fee schedule shall have the effect of updating and/or adjusting the fee schedule accordingly.
2. Any adjustment that is needed for those fees not created by a separate fee resolution shall be accomplished only by amending or repealing this resolution and adoption of a new fee resolution.

Section 3 Severability

If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this resolution.

All resolutions or policies in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 3RD DAY OF APRIL, 2012.

Eric Richardson, Mayor

ATTEST:

Kim E. Holindrake, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Konrad Hildebrandt, City Manager
DATE:	4/3/2012

City Council Agenda Item

SUBJECT:	Review/Action on Amendments to the City Code, Title 10, Chapter 6, Article B, Section 5, Dwelling Units Per Structure
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Greg Robinson, Assistant City Manager

BACKGROUND AND FINDINGS:

The City Council has asked that the Planning Commission review city code regarding the maximum dwelling units per structure. Due to an oversight by staff regarding the review of Bridgestone Plat C prior to approval, it was discovered that the proposed plat changes included structures that exceeded the maximum dwelling units per structure. Code requires 6 DU per structure and their plans had 2 structures with 8 DU per structure, but the changes did not change or exceed the original density of the plat.

The circumstances of this plat prompted the City Council to request that we look at making adjustments to our code that would allow the Planning Commission and City Council to approve a plat with unique conditions that still meets the intent of the city code. Staff is recommending a change to 10-6B-5 that is similar to something that we already have in our code that allows the Planning Commission and City Council the ability to approve plats of this nature (City Code 10-6B-7 E2). This change is intended to be used on an extremely limited basis and not intended to become the norm for maximum dwelling units per structure.

Planning Commission will be acting on this March 29, prior to the City Council meeting. Because of this staff will update the Council at the April 3, meeting.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

N/A

RECOMMENDATION:

10-6B-5b: The city council, subject to the prior recommendation of the planning commission, may approve an increase in the maximum dwelling units per structure for one or more structures within a PRD project at variance with the above standard, upon a finding that such variance is appropriate for the proper development of the lot and that such increase will not result in the establishment of a hazardous condition.

MOTION:

To approve Ordinance Number _____ amending Title 10 of the City Code of the City of Cedar Hills, Utah, Zoning Regulations, amending the requirements relating to maximum dwelling units per structure.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH, AMENDING REQUIREMENTS RELATING TO DWELLING UNITS PER STRUCTURE.

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 dwelling units per structure.

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 6, Article B, Section 5, of the City Code entitled Dwelling Units Per Structure is hereby amended by identifying the current section as “A.” and adding the following section to read as follows:

- B. The City Council, subject to the prior recommendation of the Planning Commission, may approve an increase in the maximum dwelling units per structure for one or more structures within a PRD project at variance with the above standard, upon a finding that such variance is appropriate for the proper development of the lot and that such increase will not result in the establishment of a hazardous condition.

**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 3RD DAY OF APRIL, 2012.**

Eric Richardson, Mayor

ATTEST:

Kim E. Holindrake, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Greg Robinson, Assistant City Manager
DATE:	4/3/2012

City Council Agenda Item

SUBJECT:	Review/Action on the Preliminary Plan for Rhinehart Oil Gas and Convenience Store Located at Approximately 10018 North and 4800 West
APPLICANT PRESENTATION:	Dave Jardine, Vice President, Rhinehart Oil
STAFF PRESENTATION:	Greg Robinson, Assistant City Manager
BACKGROUND AND FINDINGS: <p>Harts Gas Station has submitted preliminary plans for a convenience store and gas station at 10018 North 4800 West. The property has completed the process of annexing into Cedar Hills from Utah County. The facility will have eight pump stations and 4078 SF convenience store. The site is located in the SC-1 high intensity commercial zone, and is requesting to develop in phases.</p> <p>The majority of the requirements made by the Planning Commission have been made. Those that need additional attention are discussed in staff's recommendation.</p>	
PREVIOUS LEGISLATIVE ACTION: <p>Planning Commission: March 14, 2012 – Motion to recommend approval.</p> <p>To recommend preliminary approval for Harts Gas Station subject to the following items: The storm drain design shall be reviewed for compliance; add water valving and improvements as required; adjust street lighting per commercial guidelines; submit plat with right-of-way dedication; building materials shall be submitted for review and shall be similar to existing commercial developments; roofing materials shall be Bar-Tile or synthetic slate; details of awning materials shall be provided; canopy elevations shall be submitted; consideration to be given to have canopy vertical beams bricked to match building bricking; signage for the building; landscaping items including planting types and locations shall conform to the commercial design guidelines and existing uses in the zone: planting in planter strips shall be included in the overall site design, upgraded landscaping shall be identified on the landscaping plan if percentage is less than 30%; address additional SWPPP items.</p>	
FISCAL IMPACT: <p>N/A</p>	
SUPPORTING DOCUMENTS: <p>Hart's Site Plan Building and Canopy Elevations</p>	
RECOMMENDATION: <p>All improvements must meet city specifications and standard as approved by the City Engineer Water rights shall be submitted to the City Submission of plat showing future development of Harts property and appropriate dedications</p>	
MOTION: <p>To approve/not approve the Preliminary Site Plan for Rhinehart Oil Gas and Convenience Store Located at Approximately 10018 North and 4800 West subject to...</p>	

February 8, 2012

Harts Gas & Food LLC
Dave Jardine
PO Box 418
American, Utah 84003

Subject: Cedar Hills – Harts Traffic Impact Study

Dear Dave:

Thank you for inviting Hales Engineering to submit this proposal to complete a traffic impact study for the proposed Harts store located in Cedar Hills, Utah. The following is an outline of our proposed scope of work and cost estimate to complete this study to UDOT requirements for a Level II(a) TIS, similar to the other gas station / convenience market sites.

Scope of Work

Task 1: Project Kick-off and Site Visit

Hales Engineering will make one site visit to photograph and record existing geometric conditions (lane geometry, intersection control, speed limits, etc.) at the site and at the surrounding study intersections. Hales Engineering will also participate in one conference call with the developer's engineer to discuss the site plan accesses and to verify the desired site plan to be used for the traffic impact study.

Task 2: Data Collection

Hales Engineering will collect data for the a.m. (7:00-9:00) and p.m. (4:00-6:00) peak hours at the following intersection(s):

- Cedar Hills Drive / 4800 West
- 9900 North / 4800 West

Based on the results of the data collection in combination with a review of the project trip generation, the single highest peak hour will be analyzed.

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Task 3: Trip Generation, Distribution and Assignment

Hales Engineering will perform trip generation from a single site plan to generate weekday daily and weekday a.m. and p.m. peak hour trips associated with the proposed development. Trip generation data will be calculated based on rates published by the Institute of Transportation Engineers (ITE), 8th Ed. of the *Trip Generation*, 2008.

Based on existing turning movement counts, Hales Engineering will distribute and assign project-generated trips for the single controlling peak hour to the project access points and study intersections for existing 2012 conditions.

Task 4: Existing (2012) Analysis

Hales Engineering will use Synchro / SimTraffic software to evaluate traffic for the controlling peak hour conditions and identify necessary improvements without the proposed project at the following intersection(s):

- Cedar Hills Drive / 4800 West
- 9900 North / 4800 West

If any existing deficiencies are identified, we will make the appropriate recommendations for City, County, or State improvements to the system to bring it up to an acceptable level of service standard. The cost(s) for these improvements are typically borne by the jurisdictions that control and maintain these roadways.

Task 5: Existing (2012) Plus Project Analysis

This analysis will use the Synchro / SimTraffic software to determine the impact of a single site plan for the proposed development superimposed on top of the controlling peak hour traffic conditions to identify any resulting improvements at the following intersection(s):

- Cedar Hills Drive / 4800 West
- 9900 North / 4800 West
- Two project accesses on north side of site
- One project access / 4800 West

If any existing plus project deficiencies are identified, we will make the appropriate recommendations to the system to bring it up to an acceptable level of service standard. The cost(s) for these improvements are typically borne by the developer or are completed in lieu of

David Peterson, PE
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paying impact fee assessments, or a combination thereof. These negotiations are typically between the developer and the municipality for which they are developing within.

Task 6: Future (2017) Analysis

Hales Engineering will use the Mountainland Association of Governments (MAG) travel demand model and Synchro / SimTraffic software to evaluate traffic for the controlling peak hour conditions and identify necessary improvements without the proposed project at the following intersection(s):

- Cedar Hills Drive / 4800 West
- 9900 North / 4800 West

If any future deficiencies are identified, we will make the appropriate recommendations for City, County, or State improvements to the system to bring it up to an acceptable level of service standard. The cost(s) for these improvements are typically borne by the jurisdictions that control and maintain these roadways.

Task 7: Existing (2017) Plus Project Analysis

This analysis will use the Synchro / SimTraffic software to determine the impact of a single site plan for the proposed development superimposed on top of the controlling future peak hour traffic conditions to identify any resulting improvements at the following intersection(s):

- Cedar Hills Drive / 4800 West
- 9900 North / 4800 West
- Two project accesses on north side of site
- One project access / 4800 West

If any future plus project deficiencies are identified, we will make the appropriate recommendations to the system to bring it up to an acceptable level of service standard. The cost(s) for these improvements are typically borne by the developer or are completed in lieu of paying impact fee assessments, or a combination thereof. These negotiations are typically between the developer and the municipality for which they are developing within.

Task 8: Report Preparation

Hales Engineering will summarize results of our study in a final report including the necessary text, tables and figures. Following completion of the report we will submit one (1) electronic

David Peterson, PE
February 8, 2012
Page - 4

version for your use and distribution. The final report will include key findings within our conclusions and recommendations on potential mitigation measures.

Cost Estimate

We anticipate that the breakdown of the cost to complete the eight (8) tasks identified in the scope of work will be **\$4,500**.

Meeting Attendance/Out of Scope Work

Predicting the number of meetings and time commitments required to move a traffic impact study through the approval process varies from project to project. Therefore, in the best interest of our client, we have not included any meetings beyond those identified in the scope of work. If additional meetings are necessary, they will be billed separately on a time and materials basis and will be attended by representatives of Hales Engineering only upon prior written or electronic approval given by you or a designated representative.

Schedule

If you agree to the terms and conditions of this letter, please countersign below. We will begin work after we have received the written authorization to proceed. We will then complete the report for your review within two weeks of receipt of the notice to proceed and following any data collection efforts. This letter will serve as our contract along with the attached Standard Terms and Conditions.

Agreement

Invoices for work completed will be submitted monthly for payment.



David Peterson, PE
February 8, 2012
Page - 5

Again, thank you for asking Hales Engineering to prepare this proposal. We look forward to working with you on this project. If you have any questions, please feel free to call.

Sincerely,
HALES ENGINEERING, LLC

Ryan Hales, PE, PTOE, AICP
Principal / Owner

Accepted by: _____

Signature: _____

Representing: _____

Date: _____

P0535-UT



David Peterson, PE
February 8, 2012
Page - 6

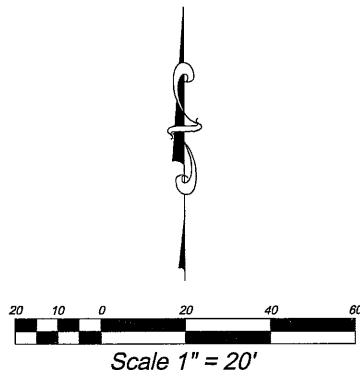
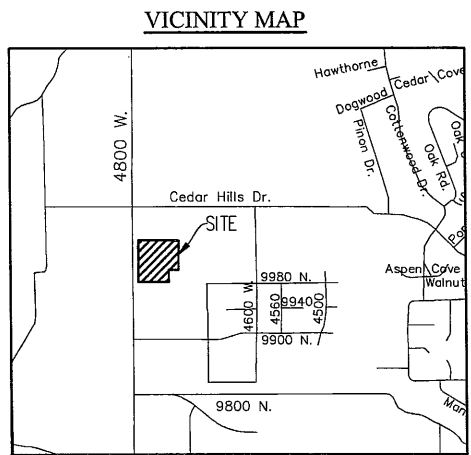
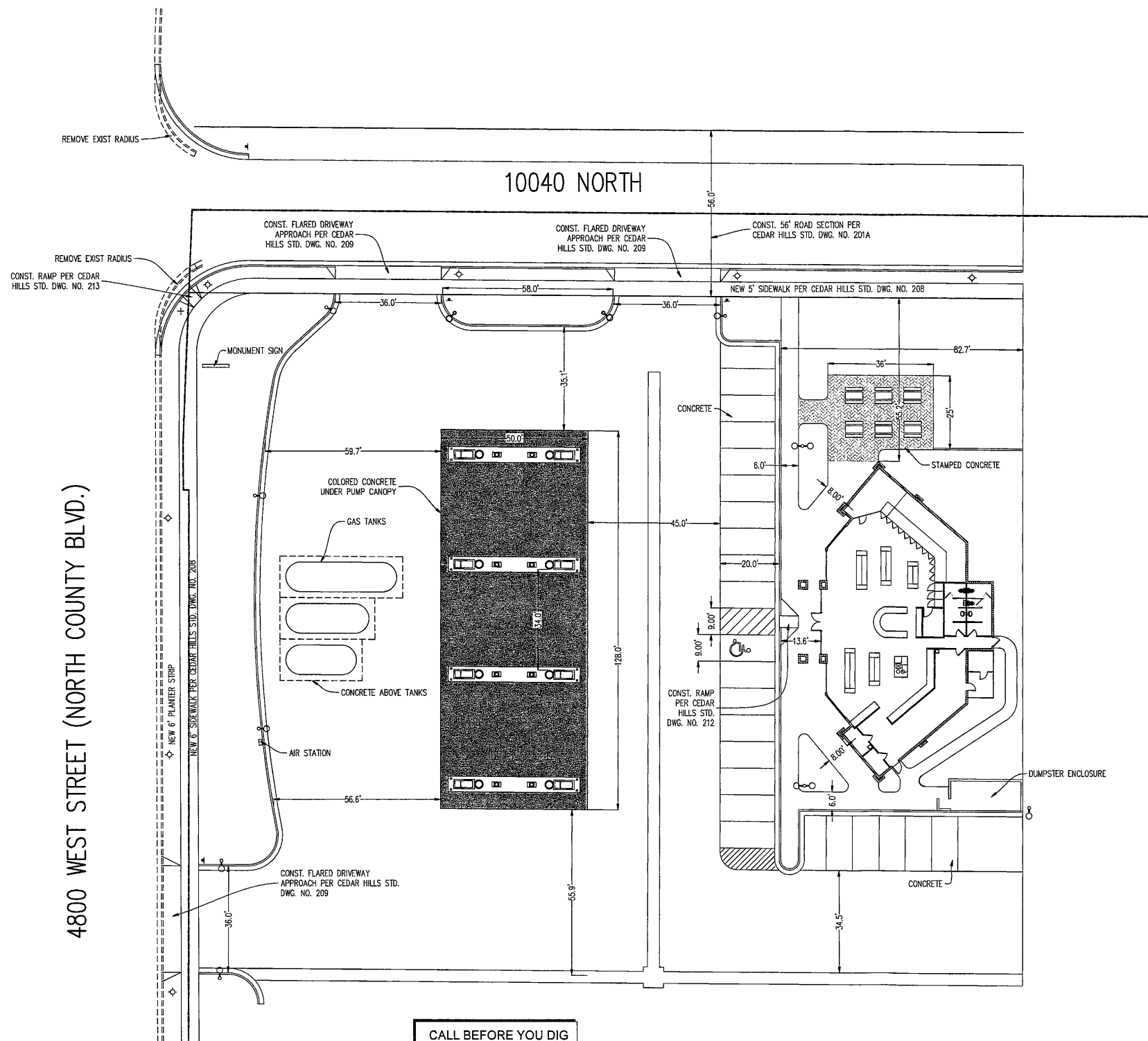
STANDARD TERMS AND CONDITIONS

These STANDARD TERMS AND CONDITIONS apply to, and are made part of, the attached letter agreement ("Agreement") by and between HALES ENGINEERING, LLC, a Utah company, ("Consultant"), and the "Client" referenced in the signature block on the Agreement.

WITNESSETH THAT, in consideration of the premises and covenants hereinafter set forth, the parties agree as follows:

1. **Data To Be Furnished.** All information, data, reports, records and maps with respect to the Project which are available to Client and which Client deems reasonably necessary for the performance of work set forth in the Agreement, shall be furnished to Consultant without charge by Client.
2. **Personnel.** Consultant agrees that it will employ, at its own expense, all personnel necessary to perform the services required by this Agreement and in no event shall such personnel be the employees of Client. All of the services required hereunder shall be performed by Consultant and all personnel engaged therein shall be fully qualified under applicable federal, state and local law to undertake the work performed by them. Consultant assumes full and sole responsibility for the payment of all compensation and expenses of such personnel and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.
3. **Compensation.** Client shall pay Consultant an amount not to exceed the sum noted in the Agreement as consideration for the services described. Consultant shall submit invoices to the Client monthly. Client agrees to pay the invoices within 30 days of receipt. If payment is not received within 60 days, Consultant may, at its sole discretion, elect to stop work until payments are received. In that case, Consultant will notify Client that work has ceased. Client also agrees to pay all costs, including attorney's fees and court costs, incurred by Consultant to collect on past due invoices. If Client fails to make any payment due Consultant for services and expenses within thirty (30) days after receipt of Consultant's statement, the amounts due Consultant will be increased at the rate of 1.5% per month from due date identified on invoice.
4. **Ownership of Documents.** The work papers, drawings, photographs and any other written or graphic material, hereinafter materials, prepared by Consultant for this Project are instruments of the Consultant's service for use solely with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies of Consultant's materials for information and reference in connection with the Client's use on the Project. The Client or others shall not use the Consultant's materials on other projects, or for changes to this Project without the express written consent of the Consultant. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication or violation of copyright.
5. **Attorneys' Fees/Arbitration.** In the event that either party brings an action or claim arising out of or in connection with this Agreement, the prevailing party shall be entitled to reasonable and actual attorneys' fees incurred, as well as costs incurred, as well as expert witness fees. Any and all disputes shall be resolved by way of binding Arbitration, which shall take place in Salt Lake City, Utah utilizing a single Arbitrator. Arbitration shall take place under the auspices of either the American Arbitration Association or JAMS, at the election of the party commencing Arbitration. The prevailing party shall also be entitled to be reimbursed for any and all Arbitration expenses incurred.
6. **Limitation of Liability.** Unless Client and Consultant otherwise agree in writing in consideration for an increase in Consultant's fee, Client agrees to limit Consultant's liability to Client to the sum of the Consultant's fee for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including Consultant's professional negligent acts, errors, or omissions, and Client hereby releases and holds harmless Consultant from any liability above such amount.
7. **Modification/Termination.** No waiver, alteration, modification or termination of this Agreement shall be valid unless made in writing. This agreement may be terminated for convenience and without cause by either party upon seven days' written notice.
8. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Utah.
9. **Entire Agreement.** This Agreement sets forth the entire understanding between the parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, letters of understanding or other promises, whether oral or in writing.

HARTS GAS STATION



SITE LIGHTING NOTES:

1. THE LIGHTS THAT WILL BE INSTALLED IN 4800 WEST AND 10040 NORTH WILL BE ACCORDING TO THE CITY STANDARD LIGHT DETAILS.
2. THE LIGHTING UNDER THE PUMP CANOPY WILL BE LED LIGHTS THAT WILL DIRECT LIGHT DOWNWARD AND KEEP THE LIGHT ON THE SITE. THE PARTICULAR LIGHT PROPOSED IS AN LSI CRS 84 LED FIXTURE.
3. SITE LIGHTING FOR THE ENTRANCES, PARKING, AND BUILDING WILL BE INSTALLED TO KEEP LIGHT DIRECTED INTO THE PROPERTY AND TO AVOID LIGHT POLLUTION OF SURROUNDING PROPERTY.

PAVEMENT DESIGN:

ASPHALT:
3.5" ASPHALT OVER
6" AGGREGATE BASE COURSE OVER
6" SUBBASE (STRUCTURAL SITE GRADING FILL) OVER
SUITABLE NATURAL SOILS AND/OR STRUCTURAL SITE GRADING FILL EXTENDING TO SUITABLE NATURAL SOILS

CONCRETE:
5.0" PORTLAND CEMENT CONCRETE (NON-REINFORCED) OVER
6" AGGREGATE BASE COURSE OVER
SUITABLE NATURAL SOILS AND/OR STRUCTURAL SITE GRADING FILL EXTENDING TO SUITABLE NATURAL SOILS

(IMPORTANT: REFER TO SOILS REPORT FOR ENTIRE SUBBASE PREPARATION INSTRUCTIONS)

SITE SOUND LEVEL DISCUSSION:

1. THE VEHICLE THAT WILL CREATE THE GREATEST SOUND LEVEL ON THIS SITE WILL BE THE DIESEL TRUCKS THAT DELIVER FUEL.
2. THE SOUND LEVEL OF THE DIESEL TRUCKS ARE APPROXIMATELY 90 DB.
3. THE SOUND LEVEL OF BUSY TRAFFIC SIMILAR TO WHAT EXISTS DURING PEAK TRAFFIC PERIODS ON 4800 WEST IS APPROXIMATELY 80 DB.
4. THE CLOSEST HOMES TO THE PROPOSED GAS STATION ARE APPROXIMATELY 500 FEET AWAY.
5. USING A FORMULA TO CALCULATE THE DAMPING OF SOUND LEVELS WITH DISTANCE FROM THE GENERATED SOUND, THE SOUND LEVEL FOR THE DIESEL TRUCK WILL DROP APPROXIMATELY 10 DB. THIS WILL RESULT IN A SOUND LEVEL OF APPROXIMATELY 80 DB AT THE CLOSEST HOME.
6. BASED ON THIS EVALUATION, THE GAS STATION WILL NOT INCREASE THE SOUND LEVEL THAT CURRENTLY EXISTS ON 4800 WEST STREET. THE GAS STATION IS PROPERLY SITUATED IN THE COMMERCIAL ZONE TO PROVIDE AN ADEQUATE BUFFER TO MINIMIZE THE SOUND LEVEL TO THE CLOSEST HOMES.

SHEET INDEX

C1	SITE PLAN
C2	UTILITY PLAN
C3	GRADING PLAN
C4	STORM WATER POLLUTION PREVENTION PLAN

LAND TABULATIONS

ITEM	AREA	%
TOTAL AREA (S.F.):	64,341	100%
PUBLIC ROADWAY AREA (S.F.):	3,956	6.2%
LANDSCAPED AREA (S.F.):	17,641	27.4%

CALL BEFORE YOU DIG
IT'S FREE &
IT'S THE LAW
(TOLL-FREE)
1-800-662-4111
208-2100
(SALT LAKE METRO)
Blue Stakes of Utah
UTILITY NOTIFICATION CENTER, INC.
205 WEST 700 SOUTH, SUITE 101
SALT LAKE CITY, UTAH 84101

BENCH MARK

WEST 1/4 CORNER, SECTION 6
TOWNSHIP 5 SOUTH, RANGE 2 EAST,
SALT LAKE BASE & MERIDIAN
ELEVATION = 4866.28

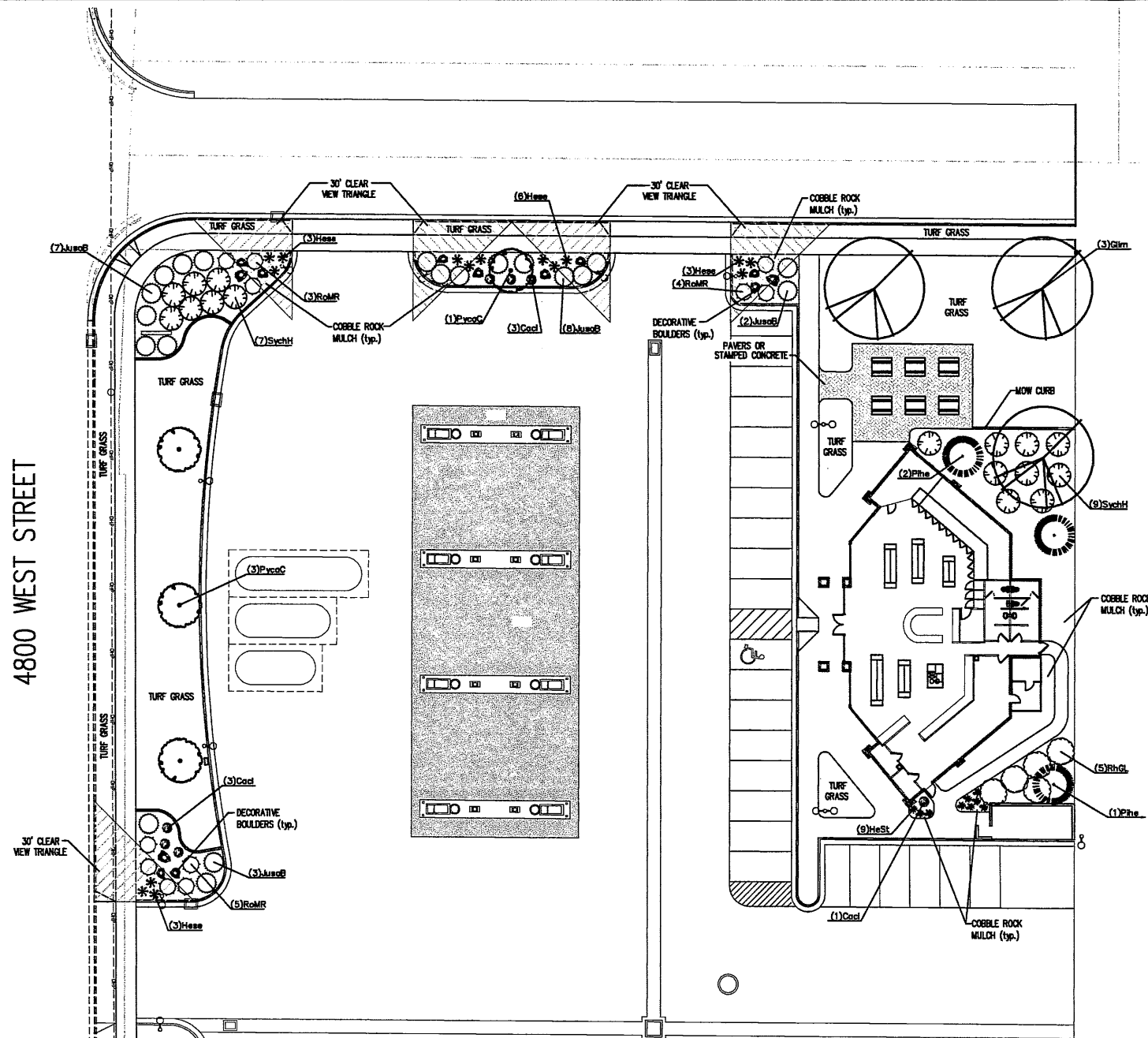
REVISIONS			
Rev.	Date	Description	App'd
1	03/26/12	REVISED AS PER CITY COMMENTS	

Developer: Dave Jardine
P.O. Box 418
American Fork, UT 84003
Phone: 801-756-9681

EXCE ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201, American Fork, UT 84003
P: (801) 756-4504; F: (801) 756-4511

HARTS GAS STATION			
CEDAR HILLS		ADDRESS: 10022 N. 4800 W. UTAH	
Drawn by: D.W.P.	SITE PLAN		Scale: 1"=20'
Designed by: D.W.P.			Date: 03/08/12
Checked by: D.W.P.			C1

4800 WEST STREET



PLANTING SCHEDULE

Broadleaf Deciduous

Symbol	Code Name	Scientific Name	Common Name	Planting Size	Quantity
	Glm	Gleditsia triacanthos inermis 'Imperial'	Imperial Honey Locust	2-1/2"-Cal	3
	PycdC	Pyrus calleryana 'Chanticleer'	Chanticleer Pear	2-1/2"-Cal	4

Conifer Evergreen

Symbol	Code Name	Scientific Name	Common Name	Planting Size	Quantity
	Pihe	Pinus heldrichii leucodermis	Bosnian Redcone Pine	5'-6' Ht.	3

Grass

Symbol	Code Name	Scientific Name	Common Name	Planting Size	Quantity
	Hese	Helictotrichon sempervirens	Blue Oat Grass	1-Gal	15

Perennial

Symbol	Code Name	Scientific Name	Common Name	Planting Size	Quantity
	HeSt	Hemerocallis 'Stella d'Oro'	Stella d'Oro Daylily	1-Gal	9

Shrub

Symbol	Code Name	Scientific Name	Common Name	Planting Size	Quantity
	Cact	Caryopteris clandonensis 'Longwood Blue'	Bluemist Spirea	5-Gal	7
	JusaB	Juniperus sabina 'Broadmoor'	Broadmoor Juniper	5-Gal	20
	RhGL	Rhus aromatica 'Grow Low'	Grow Low Sumac	5-Gal	5
	RoMR	Rosa 'Meidiland Red'	Meidiland Red Rose	5-Gal	11
	SychH	Symphoricarpos x chenaultii 'Hancock'	Hancock Coralberry	5-Gal	16

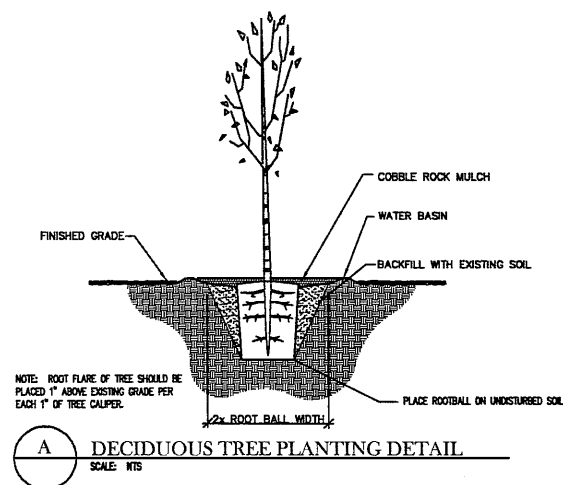


DECORATIVE LANDSCAPE BOULDERS

NOTES:

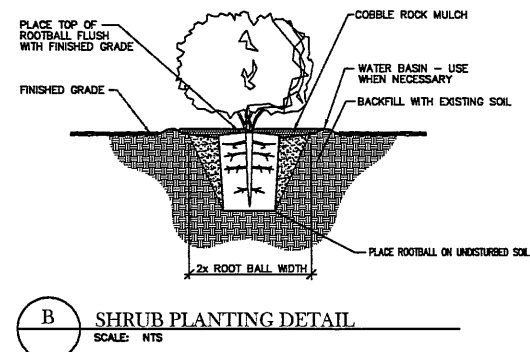
- 1) Sandy-loam topsoil to be implemented at the following depths: 12" in all planter beds, 4" in turf grass areas.
- 2) 'Soil Prep' soil conditioner (from Miller Companies in Hyrum, Utah) to be mixed into the backfill of all plant materials at a rate of 25% 'Soil Prep' to 75% topsoil.
- 3) Turf grass to be a Kentucky Bluegrass blend and be implemented as sod.
- 4) All planter beds to have DeWitt Pro-5 Landscape Fabric implemented prior to mulching.
- 5) All planter beds to have a 3" depth of 1-1/2" 'Southtown Cobble' rock mulch from Nephi Sandstone in Nephi, Utah.
- 6) Decorative Landscape Boulders to be 2.5' to 4' in size and tan in color (similar to cobble rock mulch). Recess each boulder 25% into the ground placing Landscape Fabric beneath, and overlap with fabric on top of planter beds.
- 7) Mow Curb to be 6"x6" concrete and be implemented between all turf grass and planter bed areas.
- 8) All plant materials and turf grass to be watered with a fully automatic sprinkler system.

*7,450 sq. ft. of stamped and colored concrete to be used under the pump canopy and in a patio north of the building as a landscape upgrade to get the landscaped area from the current 27.4% to in excess of the required 30%.



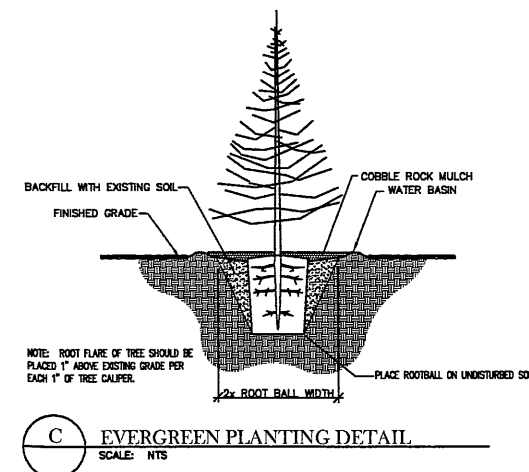
A DECIDUOUS TREE PLANTING DETAIL

SCALE: NTS



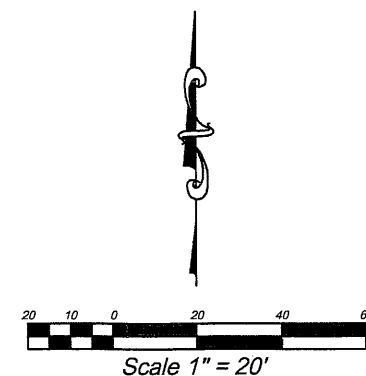
B SHRUB PLANTING DETAIL

SCALE: NTS



C EVERGREEN PLANTING DETAIL

SCALE: NTS



BRÄTT, INC.
GENERAL CONTRACTORS
LANDSCAPE ARCHITECTS
LANDSCAPE CONTRACTORS
754 W. 700 St. PLEASANT GROVE, UTAH 84062
(801) 785-8211 802-3877 FAX 785-8052

Developer: Dave Jardine P.O. Box 418 American Fork, UT 84003 Phone: 801-756-9681		HARTS GAS STATION CEDAR HILLS UTAH	
 David W. Peterson, P.E., License #270393 12 West 100 North, Suite 201, American Fork, UT 84003 P: (801) 756-4504; F: (801) 756-4511	Drawn by: D.W.	LANDSCAPE PLAN	Scale: 1"=20'
	Designed by: D.W.		Date: 03/21/12
	Checked by: D.W.		1 OF 1

Cedar Hills Harts
Storm Water Calculations - 100 year
20-Mar-12

The storm drain calculations were performed using the rational method.
These calculations include the Harts Gas Station site as well as 10040 North roadway.

Hydrologic Calculations

CA CALCULATION

	C	Area (sf)	C * A
Impervious area	0.9	56324	50692
Pervious area	0.2	11973	2395
Total CA		68297	53086

The measured percolation rate was 1.1 min/in.

The infiltration area will be the bottom and sides of gravel area surrounding the sump

The infiltration area = $(20' \times 36.5') + 2(20' \times 9') + 2(36.5' \times 9') = 1,747 \text{ s.f.}$

The infiltration rate = $(1,747 \text{ s.f.})(1 \text{ inch}/1.1 \text{ min.})(1 \text{ ft}/12 \text{ inch})(1 \text{ min.}/60 \text{ sec.})(1 \text{ sump}) = 2.21 \text{ cfs}$

Retention calculations

Lapsed Time (min.)	Rainfall intensity (in/hr)	Total Rainfall (in)	Rainfall Volume (cu.ft.)	Release Volume (cu.ft.)	Required Storage (cu.ft.)
A	B	C	D	E	F
10	5.02	0.83	3672	1326	2346
15	4.14	1.04	4601	1989	2612
30	2.79	1.40	6193	3978	2215
60	1.73	1.73	7653	7956	-303
120	0.95	1.90	8405	15912	-7507
180	0.65	1.95	8627	23868	-15241
360	0.36	2.16	9556	47736	-38180
720	0.22	2.64	11679	95472	-83793
1440	0.12	2.88	12741	190944	-178203

Required retention Storage = 2,612 cf

Notes:

A, B, & C are based upon Cedar Hills Precip. Table (100-year)

D = $C / (12 \text{ inches/foot}) \times \text{total acreage of site} \times 43,560 \text{ sf/acre} \times \text{run-off coefficient}$, where $Q = C/A$ and $V = C/A$

E = infiltration rate $\times A \times 60 \text{ sec.}$

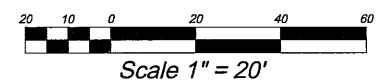
F = D - E to determine storage volume

Storm Drain Discussion

- 5' diameter, 10' deep sump with 20' x 36.5' x 9' deep gravel area around sump (40% porosity)
- Sump Elevations: Rim of MH=4868.58, Top of Gravel=4865.58, Bottom of MH=4858.58, Bottom of Gravel=4856.58
- Storage volume of sump with water surface at top of gravel (elev = 4865.58) = 2,682 c.f.
- 2,682 c.f. of provided storage exceeds 2,612 c.f. required storage

GRADING LEGEND

FFE	FINISHED FLOOR ELEV.
BOW	BACK OF WALK
GB	GRADE BREAK
TC	TOP OF CONCRETE
TBC	TOP BACK OF CURB
TA	TOP OF ASPHALT
EA	EDGE OF ASPHALT
RM	RM ELEVATION
FL	FLOWLINE
EG	EXIST GROUND
FG	FINISHED GRADE
TW	TOP OF WALL
BW	BOTTOM OF WALL
IE	INVERT ELEVATION
	DIRECTION OF DRAINAGE
	EXISTING ELEVATION
	PROPOSED ELEVATION
	EXISTING CONTOUR
	PROPOSED CONTOUR



4800 WEST STREET (NORTH COUNTY BLVD.)

STORM DRAIN KEYED NOTES

- CONST. 2'X3' CATCH BASIN W/ NO FACE INLET, GRATE=4868.95, IE OUT=4865.70
- CONST. 45.9 L.F. 15" ADS @ S=0.70%
- CONST. 2'X2' JUNCTION BOX, GRATE=4870.11, 12" IE IN=4866.26, 15" IE THRU=4865.38
- CONST. 82.2 L.F. 15" ADS @ S=0.70%
- CONST. 2'X3' CATCH BASIN W/ FACE INLET, GRATE=4868.02, IE THRU=4864.80
- CONST. 54.7 L.F. 15" ADS @ S=1.00%
- CONST. 2'X3' CATCH BASIN W/ FACE INLET, GRATE=4868.88, IE OUT=4865.35
- CONST. 130.3 L.F. 12" ADS @ S=1.00%
- CONST. 12" NYLOPLAST DRAIN BASIN, RM=4870.06, 12" IE OUT=4867.56
- CONST. 10.8 L.F. 3" PVC @ S=1% MIN., CONNECT TO ROOF DRAINS COMING FROM COLUMNS AND CONNECT TO NYLOPLAST DRAIN BASIN AT BOX #9 AND INTO 12" ADS WITH INSERTA-TEE FOR OTHER CONNECTIONS
- CONST. 147.5 L.F. 15" ADS @ S=0.70%
- CONST. 2'X3' CATCH BASIN W/ FACE INLET, GRATE=4867.52, IE THRU=4863.77
- CONST. 36.0 L.F. 15" ADS @ S=0.75%
- CONST. 2'X3' CATCH BASIN W/ NO FACE INLET, GRATE=4866.75, IE THRU=4863.50
- CONST. 122.9 L.F. 15" ADS @ S=0.70%
- CONST. 4'X4' INLET BOX W/ SNOUT TYPE 18" OVER OUTLET, GRATE=4867.83, IE THRU=4862.64, BOTTOM OF BOX=4859.64
- CONST. 27.0 L.F. 15" ADS @ S=1.00%
- CONST. 5' DIAMETER, 10' DEEP SUMP PER CEDAR HILLS STD. DWG. NO. 507B, RM=4868.58, TOP OF GRAVEL=4865.58, 15" IE IN=4862.37, BOTTOM OF SIDES OF MAINHOLE=4866.58, BOTTOM OF GRAVEL=4856.58
- CONST. 20' X 36.5' X 9' DEEP GRAVEL AREA AROUND SUMP

BENCH MARK

WEST 1/4 CORNER, SECTION 6
TOWNSHIP 5 SOUTH, RANGE 2 EAST,
SALT LAKE BASE & MERIDIAN
ELEVATION = 4866.28

REVISIONS

Rev.	Date	Description	App'd
1	03/26/12	REVISED AS PER CITY COMMENTS	

Developer: Dave Jardine

P.O. Box 418
American Fork, UT 84003
Phone: 801-756-9681



Dave W. Peterson, P.E., License #270393
12 West 100 North, Suite 201, American Fork, UT 84003
P: (801) 756-4504; F: (801) 756-4511

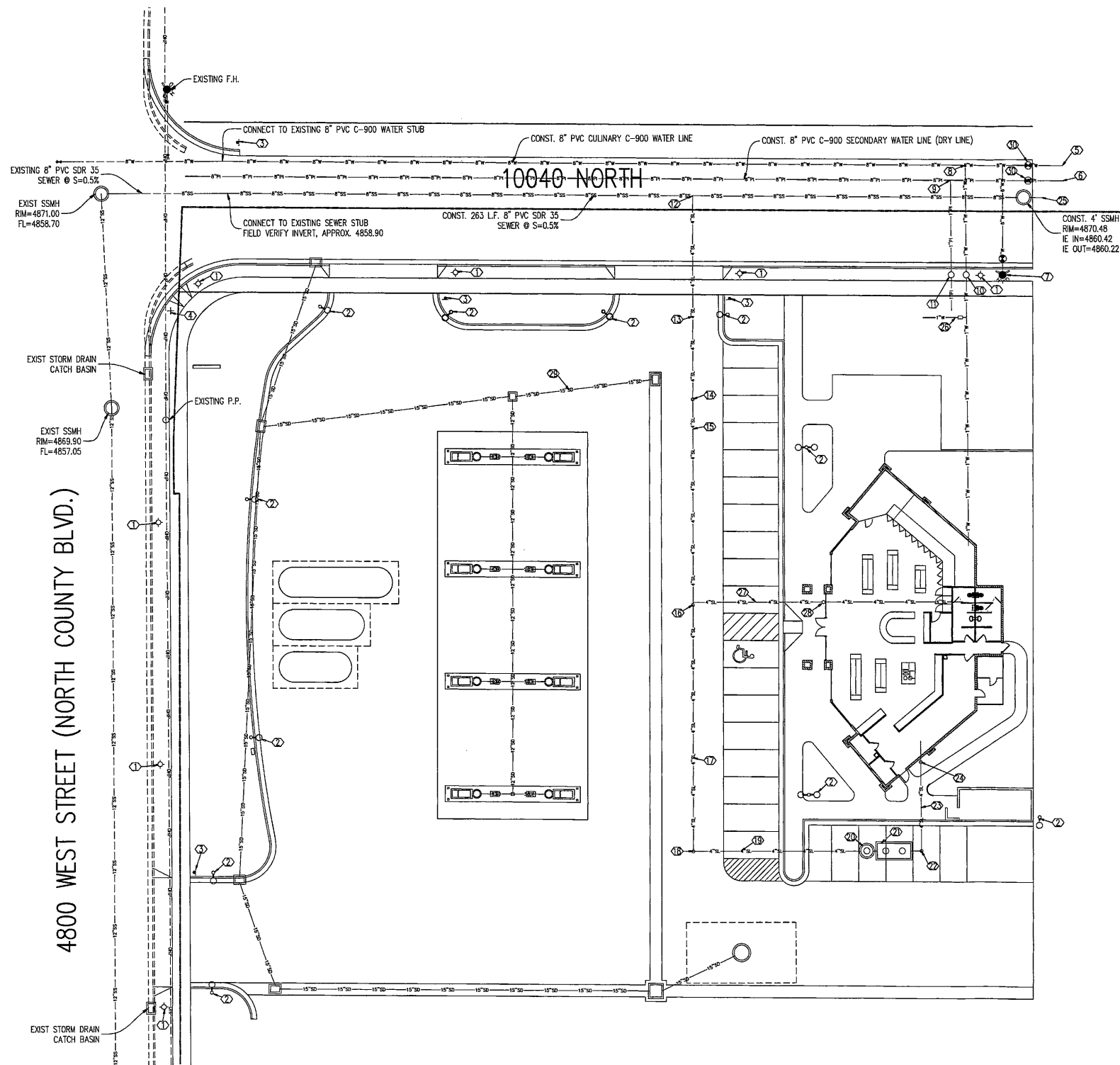
HARTS GAS STATION

CEDAR HILLS ADDRESS: 10022 N. 4800 W. UTAH

Drawn by:
D.W.P.
Designed by:
D.W.P.
Checked by:
D.W.P.

GRADING PLAN

Scale:
1"=20'
Date:
03/08/12
C3



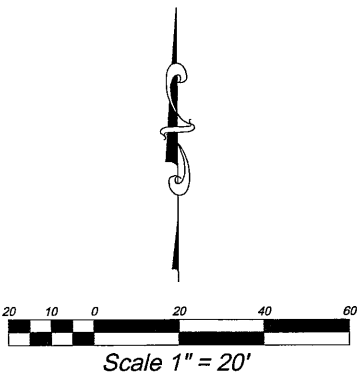
UTILITY LEGEND	
	POWER POLE
	CULINARY WATER PIPE
	SEWER PIPE PVC SDR-35
	STORM DRAIN PIPE RCP
	EDGE OF ASPHALT
	EXIST FENCE
	NEW FENCE
	OVERHEAD POWER LINE
	FIRE HYDRANT
	INSTALL GATE VALVE
	INSTALL STREET LIGHT
	INSTALL STREET SIGN
	UTILITY KEYED NOTE

- UTILITY KEYED NOTES**
1. CONST. STREET LIGHT PER CEDAR HILLS STANDARDS
 2. CONST. PARKING LOT LIGHT
 3. CONST. STOP SIGN
 4. CONST. STREET SIGN
 5. STUB & PLUG 8" WATER LINE
 6. STUB & PLUG 8" P.I. LINE
 7. CONST. F.H. & VALVE PER CEDAR HILLS STD. DWG. NO. 402
 8. CONNECT CUL. SERVICE PER CEDAR HILLS STD. DWG. NO. 406
 9. CONNECT P.I. SERVICE PER CEDAR HILLS STD. DWG. NO. 407
 10. CONST. 1" CUL. METER & SERVICE
 11. CONST. 1" P.I. METER & SERVICE FOR FUTURE USE
 12. CONNECT TO SEWER LATERAL PER CEDAR HILLS STD. DWG. NO. 302, 8" FL=4859.68
 13. CONST. 67 L.F. 4" SEWER LATERAL @ S=2%
 14. C.O., FL=4862.02
 15. CONST. 68 L.F. 4" SEWER LATERAL @ S=2%
 16. C.O., FL=4863.38
 17. CONST. 82 L.F. 4" SEWER LATERAL @ S=2%
 18. C.O., FL=4865.02
 19. CONST. 56 L.F. 4" SEWER LATERAL @ S=2%
 20. CONST. 4" DIAMETER SAMPLING MANHOLE, RIM=4869.83, IE THRU=4866.14
 21. SAMPLING MANHOLE SHALL COMPLY WITH TSSD STANDARDS.
 22. CONST. 800 GALLON GREASE INTERCEPTOR, IE THRU=4866.17
 23. GREASE INTERCEPTOR SHALL COMPLY WITH TSSD STANDARDS.
 24. C.O., FL=4866.25
 25. CONST. 29 L.F. 4" SEWER LATERAL @ S=2%
 26. C.O., FL=4866.83
 27. CONST. 4 L.F. 8" PVC SDR 35 SEWER @ S=0.5%, STUB & PLUG LINE
 28. CONST. 1" LANDSCAPE SERVICE W/ IRRIGATION BOX
 29. CONST. 43 L.F. 4" SEWER LATERAL @ S=2%
 30. C.O., FL=4864.24
 31. SEE GRADING PLAN FOR STORM DRAIN DESIGN
 32. INSTALL GATE VALVE FOR FUTURE TESTING OF ACTIVE LINES.

- NOTES TO CONTRACTOR**
1. CONTRACTOR TO FIELD VERIFY ALL EXISTING CURB & GUTTER, STORM DRAIN, & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PLANS.
 2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES IS SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE AND ALL UNDERGROUND UTILITIES, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.

GENERAL NOTE

1. ALL WORK TO BE DONE IN ACCORDANCE WITH CEDAR HILLS CITY STANDARDS & SPECIFICATIONS.



BENCH MARK

WEST 1/4 CORNER, SECTION 6
TOWNSHIP 5 SOUTH, RANGE 2 EAST,
SALT LAKE BASE & MERIDIAN
ELEVATION = 4866.28

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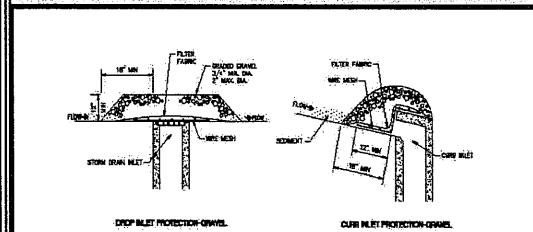
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Phone: 801-756-9681

EXCEL ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201, American Fork, UT 84003
P: (801) 756-4504; F: (801) 756-4511

HARTS GAS STATION			
CEDAR HILLS		ADDRESS: 10022 N. 4800 W. UTAH	
Drawn by: D.W.P.	UTILITY PLAN		Scale: 1"=20'
Designed by: D.W.P.			Date: 03/08/12
Checked by: D.W.P.			C2

BMP: Inlet Protection - Gravel

IPG



OBJECTIVES

- Housekeeping Practices
- Contain Waste
- Minimize Disturbed Areas
- Stabilize Disturbed Areas
- Protect Slopes/Channels
- Control Site Perimeter
- Control Internal Erosion

DESCRIPTION:

Placement of gravel filter over inlet to storm drain to filter storm water runoff.

APPLICATION:

Construct of inlets in paved or unpaved areas where upgradient areas is to be disturbed by construction activities.

INSTALLATION/APPLICATION CRITERIA:

- Place wire mesh (with 1/2 inch openings) over the inlet grate extending one foot past the grate in all directions.
- Place filter fabric over the mesh. Filter fabric should be selected based on soil type.
- Place graded gravel, to a minimum depth of 12 inches, over the filter fabric and extending 18 inches past the grate in all directions.

LIMITATIONS:

- Recommended for maximum drainage area of one acre.
- Excess flows may bypass the inlet requiring down gradient controls.
- Ponding will occur at inlet.

MAINTENANCE:

- Inspect inlet protection after every large storm event and at a minimum of once monthly.
- Remove sediment accumulated when it reaches 4 inches in depth.
- Replace filter fabric and clean or replace gravel if clogging is apparent.

Adapted from Salt Lake County BMP Fact Sheet

TARGETED POLLUTANTS

- Sediment
- Nutrients
- Toxic Materials
- Oil & Grease
- Floatable Materials
- Other Waste

- High Impact
- Medium Impact
- Low or Unknown Impact

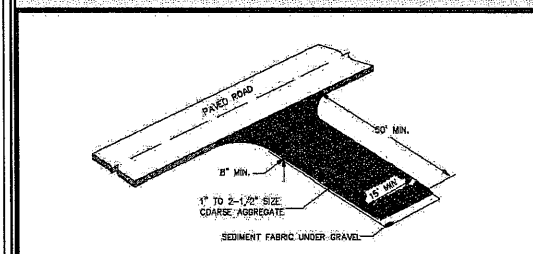
IMPLEMENTATION REQUIREMENTS

- Capital Costs
- O&M Costs
- Maintenance
- Training

- High
- Medium
- Low

BMP: Stabilized Construction Entrance and Wash Area

SCDWA



OBJECTIVES

- Housekeeping Practices
- Contain Waste
- Minimize Disturbed Areas
- Stabilize Disturbed Areas
- Protect Slopes/Channels
- Control Site Perimeter
- Control Internal Erosion

DESCRIPTION:

A stabilized pad of crushed stone located where construction traffic enters or leaves the site from or to paved surface. The area can be used to spray off vehicles before they leave the site.

APPLICATIONS:

At any point of ingress or egress at a construction site where adjacent traveled way is paved. Generally applies to sites over 2 acres unless special conditions exist.

INSTALLATION/APPLICATION CRITERIA:

- Clear and grub area and grade to provide maximum slope of 2%.
- Compact subgrade and place filter fabric (if desired) (recommended for entrances to remain for more than 3 months).
- Place coarse aggregate, 1 to 2-1/2 inches in size, to a minimum depth of 8 inches.
- Provide water to the area that can be used to spray off vehicles as needed to prevent the tracking of mud off of the construction site. This may not be needed during dry periods of work, but is needed when construction is proceeding under wet conditions.
- Provide berms as needed to prevent sediment laden wash water from entering storm water facilities or other water bodies, or leaving the site.

LIMITATIONS:

- Requires periodic top dressing with additional stones.
- Should be used in conjunction with street sweeping on adjacent public right-of-way.
- Must be situated such that waste water does not run off-site.

MAINTENANCE:

- Inspect daily for loss of gravel or sediment buildup.
- Inspect adjacent roadway for sediment deposit and clean by shoveling and sweeping.
- Repair entrance and replace gravel as required to maintain control in good working condition.
- Expand stabilized area as required to accommodate traffic and prevent erosion at driveways.

Adapted from Salt Lake County BMP Fact Sheet

TARGETED POLLUTANTS

- Sediment
- Nutrients
- Toxic Materials
- Oil & Grease
- Floatable Materials
- Other Waste

- High Impact
- Medium Impact
- Low or Unknown Impact

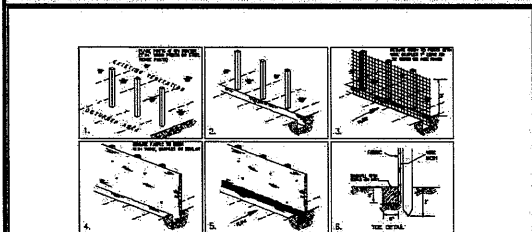
IMPLEMENTATION REQUIREMENTS

- Capital Costs
- O&M Costs
- Maintenance
- Training

- High
- Medium
- Low

BMP: Silt Fence

SF



OBJECTIVES

- Housekeeping Practices
- Contain Waste
- Minimize Disturbed Areas
- Stabilize Disturbed Areas
- Protect Slopes/Channels
- Control Site Perimeter
- Control Internal Erosion

DESCRIPTION:

A temporary sediment barrier consisting of entrenched filter fabric stretched across and secured to supporting posts.

APPLICATION:

- Perimeter control: place barrier at downgradient limits of disturbance
- Sediment barrier: place barrier at toe of slope or soil stockpile
- Protection of existing waterways: place barrier near top of stream bank
- Inlet protection: place fence surrounding catchbasins

INSTALLATION/APPLICATION CRITERIA:

- Place posts 6 feet apart on center along contour (or use preassembled unit) and drive 2 feet minimum into ground. Excavate an anchor trench immediately upgradient of posts.
- Secure wire mesh (14 gauge min. with 3 inch openings) to upslope side of posts. Attach with heavy duty 1 inch long wire staples, tie wires or hog rings.
- Cut fabric to required width, unroll along length of barrier and drape over barrier. Secure fabric to mesh with twine, staples, or similar, with trailing edge extending into anchor trench.
- Backfill trench over filter fabric to anchor.

LIMITATIONS:

- Recommended maximum drainage area of 0.5 acre per 100 feet of fence
- Recommended maximum upgradient slope length of 150 feet
- Recommended maximum uphill grade of 2:1 (50%)
- Recommended maximum flow rate of 0.5 cfs
- Ponding should not be allowed behind fence

MAINTENANCE:

- Inspect immediately after any rainfall and at least daily during prolonged rainfall.
- Look for runoff bypassing ends of barriers or undercutting barriers.
- Repair or replace damaged areas of the barrier and remove accumulated sediment.
- Reanchor fence as necessary to prevent shortcutting.
- Remove accumulated sediment when it reaches 1/2 the height of the fence.

Adapted from Salt Lake County BMP Fact Sheet

TARGETED POLLUTANTS

- Sediment
- Nutrients
- Toxic Materials
- Oil & Grease
- Floatable Materials
- Other Waste

- High Impact
- Medium Impact
- Low or Unknown Impact

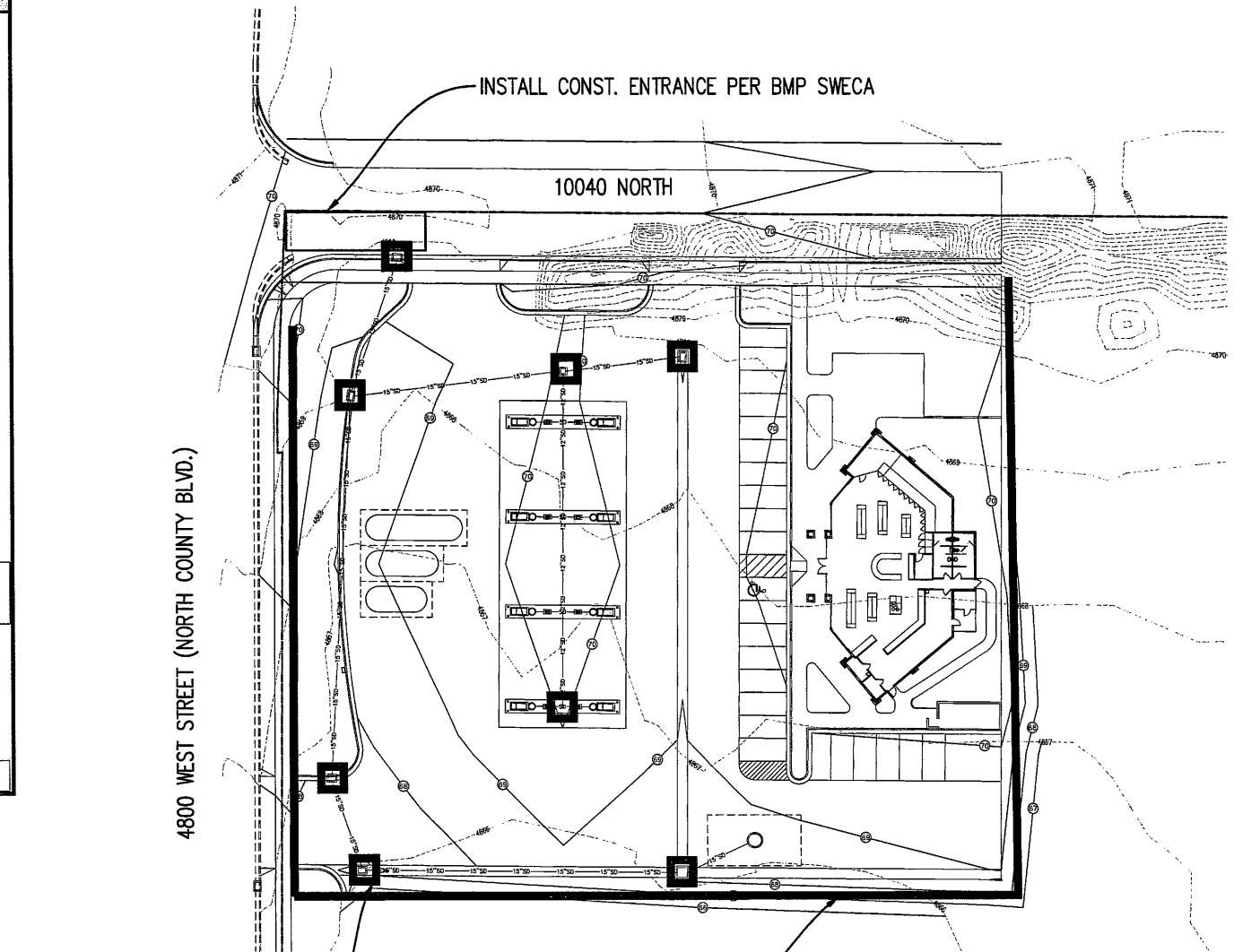
IMPLEMENTATION REQUIREMENTS

- Capital Costs
- O&M Costs
- Maintenance
- Training

- High
- Medium
- Low

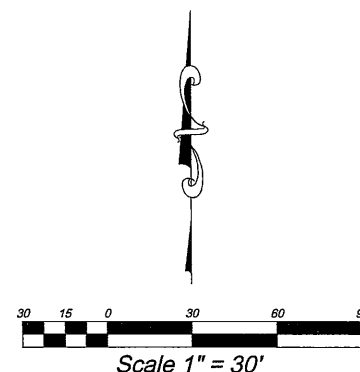
STORM WATER POLLUTION PREVENTION PLAN NOTES:

- CONTRACTOR IS TO READ AND UNDERSTAND ALL BMP PRACTICES PRIOR TO ANY CONSTRUCTION ON THIS SITE. CONTRACTOR IS TO FOLLOW ALL BMP PRACTICES CONTAINED IN THESE PLANS. SEE BMP DETAILS.
- CONSTRUCT A SILT FENCE AS SHOWN ON PLAN. SEE BMP SF.
- INSTALL A CONSTRUCTION ENTRANCE AS SHOWN ON THE PLAN PRIOR TO ANY GRADING ON THE SITE. SEE BMP SCDWA
- CONSTRUCT STORM DRAIN FACILITIES AND INSTALL INLET PROTECTION ON ALL INLETS AFTER INSTALLATION. SEE BMP IPG.
- CONTRACTOR TO WATER SITE AT LEAST WEEKLY OR MORE FREQUENTLY AS NEEDED TO CONTROL DUST POLLUTION.
- CONTRACTOR IS TO REMOVE INLET PROTECTION FROM CATCH BASINS AND CLEAN-OUT ALL CATCH BASINS BEFORE LEAVING THE SITE. SEE BMP CBC.
- CONTRACTOR WILL BE RESPONSIBLE FOR THE IMPLEMENTATION AND MAINTENANCE OF BMP'S DURING CONSTRUCTION.



INSTALL INLET PROTECTION
PER BMP IPG (TYP. ALL INLETS)

INSTALL SILT FENCE PER BMP SF



Developer: Dave Jardine

P.O. Box 418
American Fork, UT 84003
Phone: 801-756-9681

EXCE ENGINEERING

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REVISIONS

Rev.	Date	Description	App'd
1	03/20/12	REVISED AS PER CITY COMMENTS	

HARTS GAS STATION

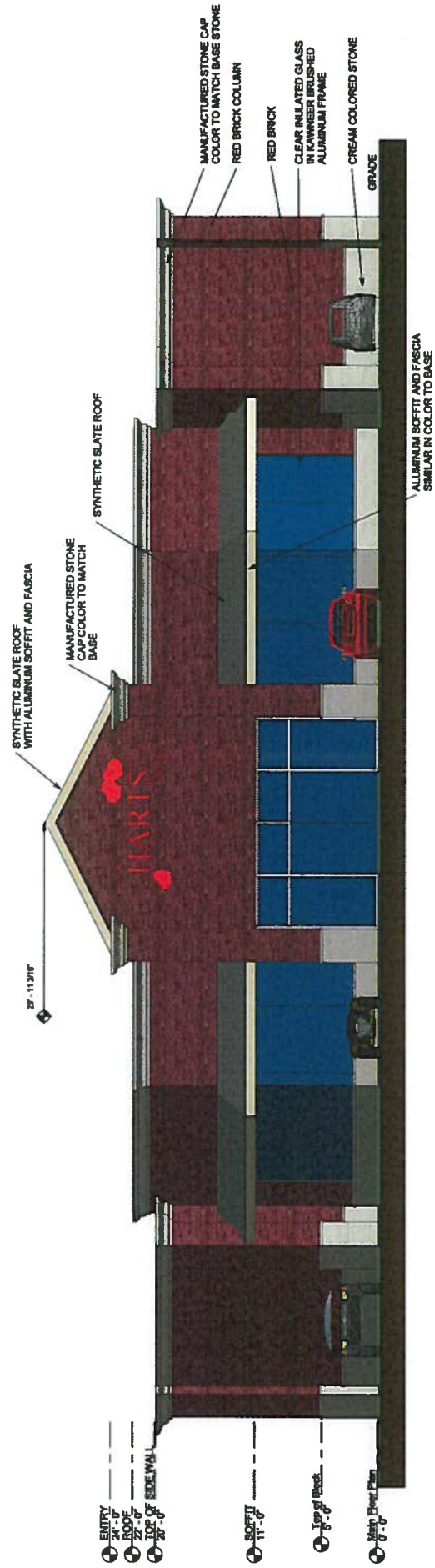
CEDAR HILLS ADDRESS: 10022 N. 4800 W. UTAH

STORM WATER
POLLUTION
PREVENTION PLAN

Drawn by:
D.W.P.
Designed by:
D.W.P.
Checked by:
D.W.P.

Scale:
1"=30'
Date:
03/08/12
C4





MANUFACTURED STONE CAP
COLOR TO MATCH BASE STONE

SYNTHETIC SLATE ROOF

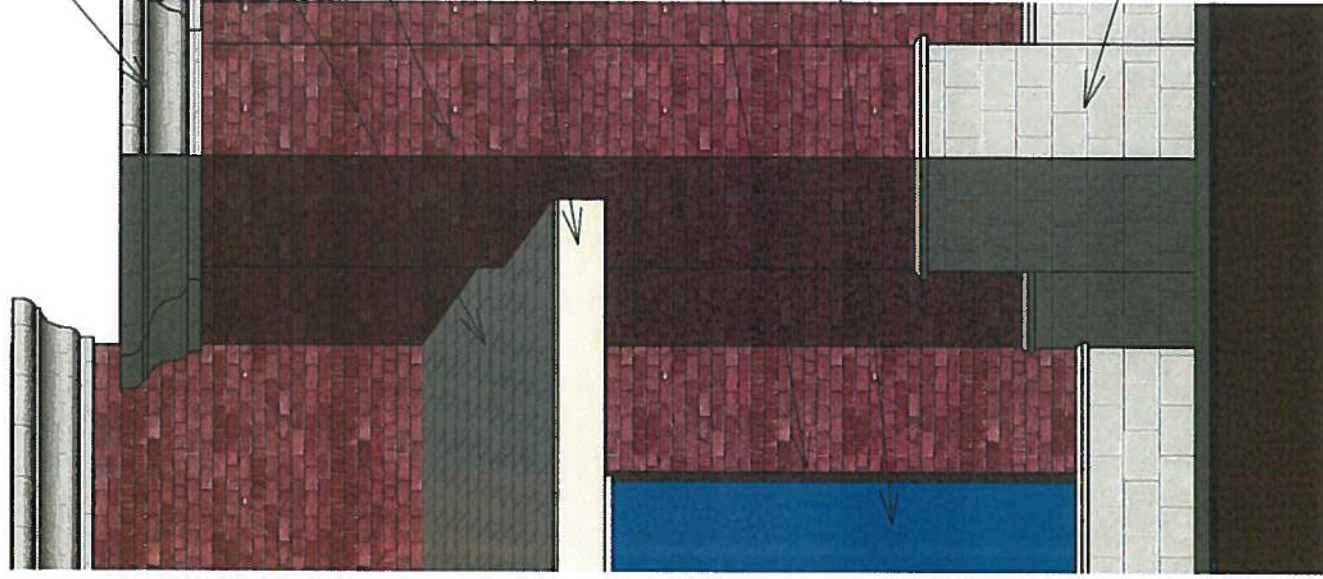
RED BRICK COLUMN

ALUMINUM SOFFIT AND FASCIA
SIMILAR IN COLOR TO BASE

RED BRICK MATCH CHASE BANK

CLEAR INULATED GLASS
IN KAWNEER BRUSHED
ALUMINUM FRAME

CREAM COLORED STONE AND CAP





CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Konrad Hildebrandt, City Manager
DATE:	4/3/2012

City Council Agenda Item

SUBJECT:	Discussion on Recreation Programming at the Community Recreation Center
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Greg Robinson, Assistant City Manager

BACKGROUND AND FINDINGS:

In order to organize the activities at the Community Recreation Center and to meet the goals of the City Council and Cedar Hills in general, staff is seeking further direction from the City Council with regard to recreation programming. At our last meeting several options were discussed including the scheduling of the rooms, the costs of classes and equipment, and the direction of the city recreation and events.

To cover the amount of information in an efficient manner it would be beneficial to discuss the goals of the Council in two areas, and to prioritize these for the uses at this building. The two goals that staff, specifically Community Recreation, has been tasked to accomplish in this building are revenue generation, and expanded community recreation opportunities. These are not and have not been mutually exclusive in the consideration of programming at the center, however for different functions one may take priority over another and it is that with which staff will need further direction from Council to make final programming decisions for the Center.

Events and Receptions:

Staff has given this a high priority in the programming of the building it is a revenue generating mechanism with low cost to the City, and generally is in use when other recreational activities will not happen. We have beautiful views, a great recreational attraction in the golf course and the City can and will take advantage of the attraction of this site for events and receptions.

Recreation Programs:

Our priority is to offer a wide range of programs; similar to our other recreation programs, each program at this building will be required to always cover their own costs. As we implement these classes and others we anticipate monitoring the success of each program, making adjustments, or cancelling classes that do not meet the overall goals of the City.

We look to offer a core set of classes that appeal to our residents. Those classes will include adult and children classes as follows:

Adult Classes: zumba, yoga, boot camp, kickboxing, pilates, ripped, and karate.

Children's Classes: ballet, creative dance, karate, zumbatomic.

In our research with other public and private facilities that offer these types of classes, the class times that appeal most to patrons are those that are offered early in the morning, after children are dropped off to school, and after children are in bed; thus we focused our classes at those times. As time, space and demand are available the City will offer additional classes, both one-time as well as ongoing classes.

Cardio Room:

Based on the feedback from the previous City Council Meeting, attached are rough numbers that are expected at the center. Also included is a recommendation for pricing from staff. Staff recognizes the desire by members of Council to have this be an amenity to the City with minimal to no entrance fees to residents. Staff is recommending a small monthly fee of \$5.00 to cover the cost of ongoing maintenance and to encourage resident ownership of the facility and equipment.

As staff receives the requested feedback from the City Council we will move forward with those programming options at our new Community Recreation Center and offer great recreational opportunities, that you have come to expect from Cedar Hills, to our residents and also to our municipal neighbors.

PREVIOUS LEGISLATIVE ACTION:**FISCAL IMPACT:**

All programs will be operated with positive revenue generation. No program will be offered if it cannot at a minimum break even in its operation.

SUPPORTING DOCUMENTS:

See attachments

RECOMMENDATION:

To set the priority of the discussed programs regarding revenue generation and community recreation benefit. To set the priority of the activities that will occur at the center. Finally to direct staff how to Council would like proceed in the programming of the Community Recreation Center.

MOTION:

This is set as a discussion item.

Cardio Room

Revenue

Day Pass	\$	5.00
Monthly	\$	5.00
Annual	\$	60.00
Family Pass	\$	120.00

Costs

Equipment	\$	83,800.00
Average Service Life		10 years

Maintenance

Daily Cleaning (annually)	\$	3,900.00
Annual Maintenance	\$	1,200.00
\$300 per servicing		
Total Maintenance	\$	5,100.00

Passes to Break Even for Maintenance

Monthly/Daily	1020
Annual Passes	85
Family Pass	42.5

Contracted Instructor Pay Structure

Class Rates

Individual Class	\$	5.00	
Multi-Class Rate	\$	3.00	10 class minimum

Instructor Rate

> 10 Participants	\$	15.00	Flat Fee
10 or more Participants	\$	1.50	Per Attendee

5 Person Break Even for Classes

Class Scenarios

Participants	Total Class Revenue based on			Instructor Pay
	\$3 per Class Cost	\$5 per Class Cost		
11	\$ 33.00	\$ 55.00	\$	16.50
12	\$ 36.00	\$ 60.00	\$	18.00
13	\$ 39.00	\$ 65.00	\$	19.50
14	\$ 42.00	\$ 70.00	\$	21.00
15	\$ 45.00	\$ 75.00	\$	22.50
16	\$ 48.00	\$ 80.00	\$	24.00
17	\$ 51.00	\$ 85.00	\$	25.50
18	\$ 54.00	\$ 90.00	\$	27.00
19	\$ 57.00	\$ 95.00	\$	28.50
20	\$ 60.00	\$ 100.00	\$	30.00
21	\$ 63.00	\$ 105.00	\$	31.50
22	\$ 66.00	\$ 110.00	\$	33.00
23	\$ 69.00	\$ 115.00	\$	34.50
24	\$ 72.00	\$ 120.00	\$	36.00
25	\$ 75.00	\$ 125.00	\$	37.50



CITY OF CEDAR HILLS

TO: Mayor Richardson, City Council, and Staff
FROM: Kim E. Holindrake, City Recorder
DATE: March 29, 2012

City Council Memorandum

SUBJECT: Refinancing City Bonds and Prepayment Options

APPLICANT PRESENTATION:

STAFF PRESENTATION: Eric Johnson, City Attorney

BACKGROUND AND FINDINGS:

This is a discussion regarding Utility Revenue Refunding Bonds and General Obligation Refunding Bonds to save money and lower interest rates.

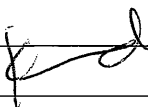
SUPPORTING DOCUMENTS:

RECOMMENDATION:

MOTION:



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Konrad Hildebrandt, City Manager 
DATE:	4/3/2012

City Council Agenda Item

SUBJECT:	Review/Action – City Manager Contract
APPLICANT PRESENTATION:	None
STAFF PRESENTATION:	Mr. Konrad Hildebrandt, City Manager
BACKGROUND AND FINDINGS: <p>The City Council requested and per City Manager Contract provisions has completed an annual review and now will review any possible contract amendments. All amendments are required to be made in a public meeting.</p> <p>City Council has been provided the original contract created in January 2002, as well as a conformed contract that include changes recommended by former City Councils for contract amendments.</p> <p>There is nothing in the conformed contract that has not been previously reviewed and approved by former City Councils. There are no changes suggested to be made to the current contract.</p>	
PREVIOUS LEGISLATIVE ACTION: <p>None</p>	
FISCAL IMPACT: <p>No additional fiscal impact</p>	
SUPPORTING DOCUMENTS: <p>Original contract and conformed contract</p>	
RECOMMENDATION: <p>NA</p>	
MOTION: <p>Motion to approve/deny the city manager conformed contract.</p>	

RESOLUTION NO. 1-15-2002A

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH KONRAD HILDEBRANDT TO PERFORM THE DUTIES OF CITY MANAGER.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH:

Section 1:

That the Mayor is hereby authorized to enter into a contract, a copy of which is attached hereto as Exhibit "A" with Konrad Hildebrandt to perform the duties of City Manager of the City of Cedar Hills, Utah.

Section 2:

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

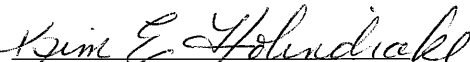
PASSED AND APPROVED this the 15th day of January, 2002.

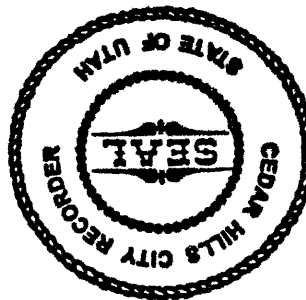
THE CITY OF CEDAR HILLS, UTAH

By: 

Brad Sears, Mayor

ATTEST:


Kim E. Holindrake, City Recorder



Employment Agreement

THIS AGREEMENT, is made and entered into this 25th day of January, 2002, by and between the City of Cedar Hills, Utah, (the "City") and Konrad Hildebrandt ("Employee") both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Employee as City Manager of the City; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of the employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the service of Employee, and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and (3) to provide a just means for terminating Employee's services at such time that the City may desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as City Manager of the City of Cedar Hills, Utah.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties.

City hereby agrees to employ Employee as City Manager of the City of Cedar Hills, Utah to perform the functions and duties specified by the City Council, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2. Term.

- A. Employee serves at the pleasure of the City Council and nothing herein shall be taken to imply or suggest a term of office or guaranteed tenure, subject only to the provisions of City Ordinances and as set forth in this Agreement.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City. Employee agrees to give thirty (30) days advance notice of resignation by delivering written notice of such intended resignation to the Mayor.
- C. Employee agrees to remain in the exclusive employ of the City, while employed by the City. The term "employed", however, shall not be construed to include occasional

teaching, writing, speaking, consulting or other business involvement on Employee's time off, even if outside compensation is provided for such services, and such activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City of Cedar Hills, Utah.

- C. This Agreement shall become effective immediately upon approval and shall be in force until such time as modified by mutual consent of the parties or unless terminated as hereinafter provided.

Section 3. Termination and Severance Pay

- A. Employer reserves the right to terminate the Employee at any time, for any reason or for no specific reason. In the event that the Employee is terminated, severance pay shall be allowed Employee, pursuant to the policy set forth below.

Severance pay shall be paid as follows:

- (i.) Severance pay shall be paid in an amount equal to three (3) months annual salary based on the Employee's current salary rate at the time of termination. After one year, Employee's severance shall increase to six (6) months annual salary.
 - (ii) Severance pay shall include those benefits existing at the time of termination, said benefits to continue for the entire severance period (i.e., three months); and,
 - (iii) Severance pay shall be paid as a lump sum payment within thirty (30) days of termination.
 - (iv) If the employee is terminated with cause (i.e. for malfeasance in office, violation of City ordinances or policies, or violations of any local, state, or federal law), Employer shall not be obligated to pay severance.
- B. In the event that City at any time reduces the salary, compensation, or any other benefits of the Employee in a greater percentage than the applicable across-the-board reduction for all employees of the City; or in the event the City refuses to comply with any other provision benefitting Employee as provided by this Agreement; or the Employee resigns following a suggestion, whether formal or informal, by the City Council (or individual members) that he resign, Employee may, at his option, be deemed to be terminated, as provided herein.
- C. Termination will be deemed to occur if Employee is unable to perform duties of City Manager as attested to by medical doctor of City's choosing and Employee is eligible for long term disability benefits.
- D. The terms of this contract shall remain in full force and effect and holds over until employment is terminated by the City or Employee or a new contract has been negotiated and entered into by the City and Employee.
- E. The parties agree that following termination of Employee's employment or upon voluntary resignation, certain responsibilities to the City may continue to exist, such as, assistance with transition to a new administration, completion of work in progress and

pending litigation. The parties agree that during the period of time for which severance benefits are being paid, employee shall assist with such pending matters to such extent as needed and requested by the City, not to exceed ten (10) hours per month at mutually agreeable times, without additional compensation and with reimbursement of actual, necessary expenses. The parties further agree that if additional services are needed during a time period in which no severance is being paid, Employee shall be compensated at either his last base salary (calculated hourly) or his base salary existing at the time services are requested (calculated and paid hourly), at Employee's option with reimbursement of actual expenses.

Section 4. Compensation.

City agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$63,000 payable in installments at the same time as other employees of the City are paid, for the effective period of this Agreement, and for each year thereafter until and unless modified as provided herein. Salary adjustments shall be subject to annual inflationary adjustments, as well as performance adjustments if deemed necessary by the Mayor and/or City Council. Inflationary adjustments, based on the Salt Lake C.P.I., will begin on July 1, 2002 and occur every July thereafter, provided that the first inflationary adjustment will be based on a partial year of service.

Section 5. Retirement Benefits.

Employee shall be covered and governed by the same Public Employees Retirement Systems (PERS) provisions as all other non-civil service employees and all applicable Social Security provisions; except that Employee's share of PERS contributions be paid by the City into the ICMA-RC. PERS salary shall be based on base salary. Notwithstanding that the retirement contribution is based on the PERS contribution for other employees, the contribution shall not be less than 10.34%.

Section 6. Manager Vehicle

The City agrees to provide Employee with a City-owned vehicle of the Employee's choosing, up to a maximum value of \$375/month in payments. Furthermore, the City agrees to insure the vehicle for business as well as personal use of the Employee and allow the Employee full, unrestricted use for business and personal reasons.

Section 7. Other Benefits.

All provisions, rules and regulations of the City relating to fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to all other full-time employees of the City, in addition to the benefits provided in this Agreement. Provided that, to the extent that seniority affects any benefits (including, but not limited to, earned vacation leave and sick leave) such benefits shall be calculated and granted in accordance with City provisions using an equivalent original employment date of February 1, 1997. The City shall provide a starting vacation balance of 7 days or 56 hours. Additionally, the City shall pay 100% of the premiums for health and dental insurance for the Employee and his family under the City's insurance plans.

Section 8. Residence Requirements.

The City Manager shall be required to live in the City during his tenure. Therefore, City shall pay for the costs of hiring a professional moving company. Employee shall obtain a minimum of three (3) bids from moving companies and the City shall pay the costs of the least expensive, up to a maximum of \$2,500. The City shall grant a reasonable period of time, anticipated to be no later than August 31, 2002, for Employee to make this transition.

Section 9. Performance Evaluation/Annual Contract.

The City Council shall review and evaluate the performance of Employee on or around February 1 of each year in accordance with performance standards established by the City Council. Employee shall provide the City Council with a self-evaluation by January 15 of each year and the City Council shall complete its evaluation of Employee by February 1 of the same year. Percentage salary adjustments shall be based on positive performance appraisals.

Section 10. Professional Development.

City agrees to budget for and to pay for professional dues and subscriptions, reasonable travel and subsistence expenses incurred or used by Employee for participation in one national and one state association, and participation in one national and one state conference annually, as well as any local short courses or seminars that are necessary for his professional development and for the good of the City.

Section 11. Indemnification.

City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager, whether or not Employee is still employed by the City. City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 12. Other Terms and Conditions of Employment

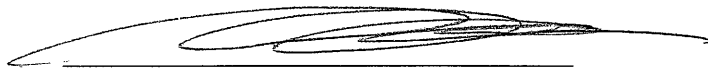
The City Council, in consultation with Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City Ordinances, Utah law, or other law.

Section 13. General Provisions.

- A. The text herein shall constitute a binding agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
- C. This agreement shall become effective upon adoption and approval by the City Council of the City of Cedar Hills, Utah.

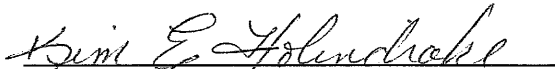
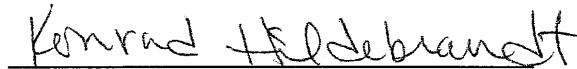
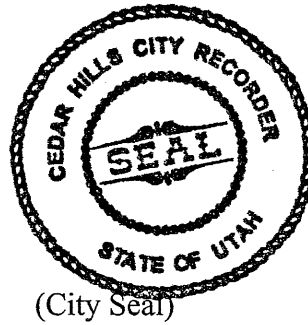
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- E. This Agreement replaces all previous contracts, employment agreements or understandings between City and Employee.

IN WITNESS WHEREOF, the City of Cedar Hills, Utah has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Recorder, and Employee has signed and executed this agreement, both in duplicate, the day and year first above written.



Brad Sears, Mayor
City of Cedar Hills, Utah

ATTEST:


Kim E. Holindrake, City Recorder
Konrad Hildebrandt, City Manager

Employment Agreement

THIS AGREEMENT, is made and entered into this _____ day of _____, 2012, by and between the City of Cedar Hills, Utah, (the “City”) and Konrad Hildebrandt (“Employee”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Employee as City Manager of the City; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of the employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the service of Employee, and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security; and (3) to provide a just means for terminating Employee’s services at such time that the City may desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as City Manager of the City of Cedar Hills, Utah.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties.

City hereby agrees to employ Employee as City Manager of the City of Cedar Hills, Utah to perform the functions and duties specified by the City Council, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2. Term.

- A. Employee serves at the pleasure of the City Council and nothing herein shall be taken to imply or suggest a term of office or guaranteed tenure, subject only to the provisions of City Ordinances and as set forth in this Agreement.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City. Employee agrees to give thirty (30) days advance notice of resignation by delivering written notice of such intended resignation to the Mayor.
- C. Employee agrees to remain in the exclusive employ of the City, while employed by the City. The term “employed”, however, shall not be construed to include

occasional teaching, writing, speaking, consulting or other business involvement on Employee's time off, even if outside compensation is provided for such services, and such activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City of Cedar Hills, Utah.

- C. This Agreement shall become effective immediately upon approval and shall be in force until such time as modified by mutual consent of the parties or unless terminated as hereinafter provided.

Section 3. Termination and Severance Pay

- A. Employer reserves the right to terminate the Employee at any time, for any reason or for no specific reason. In the event that the Employee is terminated, severance pay shall be allowed Employee, pursuant to the policy set forth below.

Severance pay shall be paid as follows:

- (i) Severance pay shall be paid in an amount equal to ~~three (3)~~ **nine (9)** months annual salary based on the Employee's current salary rate at the time of termination. After one year, Employee's severance shall increase to six (6) months annual salary.
 - (ii) Severance pay shall include those benefits existing at the time of termination, said benefits to continue for the entire severance period (i.e., ~~three~~ **nine** months); and,
 - (iii) Severance pay shall be paid as a lump sum payment within thirty (30) days of termination.
 - (iv) If the employee is terminated with cause (i.e. for malfeasance in office, violation of City ordinances or policies, or violations of any local, state, or federal law), Employer shall not be obligated to pay severance.
- B. In the event that City at any time reduces the salary, compensation, or any other benefits of the Employee in a greater percentage than the applicable across-the-board reduction for all employees of the City; or in the event the City refuses to comply with any other provision benefitting Employee as provided by this Agreement; or the Employee resigns following a suggestion, whether formal or informal, by the City Council (or individual members) that he resign, Employee may, at his option, be deemed to be terminated, as provided herein.
- C. Termination will be deemed to occur if Employee is unable to perform duties of City Manager as attested to by medical doctor of City's choosing and Employee is eligible for long term disability benefits.
- D. The terms of this contract shall remain in full force and effect and holds over until employment is terminated by the City or Employee or a new contract has been negotiated and entered into by the City and Employee.

- E. The parties agree that following termination of Employee's employment or upon voluntary resignation, certain responsibilities to the City may continue to exist, such as, assistance with transition to a new administration, completion of work in progress and pending litigation. The parties agree that during the period of time for which severance benefits are being paid, employee shall assist with such pending matters to such extent as needed and requested by the City, not to exceed ten (10) hours per month at mutually agreeable times, without additional compensation and with reimbursement of actual, necessary expenses. The parties further agree that if additional services are needed during a time period in which no severance is being paid, Employee shall be compensated at either his last base salary (calculated hourly) or his base salary existing at the time services are requested (calculated and paid hourly), at Employee's option with reimbursement of actual expenses.

Section 4. Compensation.

City agrees to pay Employee for his services rendered pursuant hereto an annual base salary range of \$63,000 payable in installments at the same time as other employees of the City are paid, for the effective period of this Agreement, and for each year thereafter until and unless modified as provided herein. Salary adjustments shall be subject to annual inflationary adjustments, as well as performance adjustments if deemed necessary by the Mayor and/or City Council. Inflationary adjustments, based on the Salt Lake C.P.I., will begin on July 1, 2002 and occur every July thereafter, provided that the first inflationary adjustment will be based on a partial year of service.

Employee shall also receive an additional \$100 per month for miscellaneous pay-

Section 5. Retirement Benefits.

Employee shall be covered and governed by the same State of Utah Public Employees Retirement Systems (PERS) provisions as all other non-civil service employees and all applicable Social Security provisions; except that Employee's share of PERS contributions over the State of Utah amount- Employee shall be paid by the City into the ICMA-RC. PERS salary shall be based on base salary. Notwithstanding that the retirement contribution is based on the PERS contribution for other employees, the contribution shall not be less than 10.34% (15.5%).

Section 6. Manager Vehicle

The City agrees to provide Employee with a City-owned vehicle of the Employee's choosing, up to a maximum value of \$375/month in payments, up to a maximum value of \$45,000. The vehicle shall be replaced following the city's existing vehicle replacement policy. Furthermore, the City agrees to insure the vehicle for business as well as personal use of the Employee and allow the Employee full, unrestricted use for business and personal reasons.

Section 7. Other Benefits.

All provisions, rules and regulations of the City relating to fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to all other full-time employees of the City, in addition to the benefits provided in this Agreement. Provided that, to the extent that seniority affects any benefits (including but not limited to, earned vacation leave and sick leave) such benefits shall be calculated and granted in accordance with City provisions using an equivalent original employment date of February 1, 1997. The City shall provide a starting vacation balance of 7 days or 56 hours. Additionally, the City shall pay 100% of the premiums for health and dental insurance for the Employee and his family under the City's insurance plans. The City of Cedar Hills shall provide 13 days annual administrative leave. Administrative leave is not annually accruable nor is it vacation leave. It is not the intent that employee shall take an hour of administrative leave for every hour worked over 40 hours. Rather, employee is expected to work over 40 hours whenever necessary with administrative leave being taken only on an occasional basis.

Section 8. Residence Requirements

The City Manager shall be required to live in the City during his tenure. Therefore, City shall pay for the cost of hiring a professional moving company. Employee shall obtain a minimum of three (3) bids from moving companies and the City shall pay the costs of the least expensive, up to a maximum of \$2,500. The City shall grant a reasonable period of time, anticipated to be no later than August 31, 2002, for Employee to make this transition.

Section 9. Performance Evaluation/Annual Contract.

The City Council shall review and evaluate the performance of Employee on or around February 1 of each year in accordance with performance standards established by the City Council. Employee shall provide the City Council with a self-evaluation by January 15 of each year and the City Council shall complete its evaluation of Employee by February 1 of the same year. Percentage salary adjustments shall be based on positive performance appraisals.

Section 10. Professional Development.

City agrees to budget for and to pay for professional dues and subscriptions, reasonable travel and subsistence expenses incurred or used by Employee for participation in one national and one state association, and participation in one national and one state conference annually, as well as any local short courses or seminars that are necessary for his professional development and for the good of the City.

Section 11. Indemnification.

City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager, whether or not Employee is still employed by the City. City will

compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 12. Other Terms and Conditions of Employment

The City Council, in consultation with Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City Ordinances, Utah law, or other law.

Section 13. General Provisions.

- A. The text herein shall constitute a binding agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
- C. This agreement shall become effective upon adoption and approval by the City Council of the City of Cedar Hills, Utah.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- E. This Agreement replaces all previous contracts, employment agreements or understandings between City and Employee.

IN WITNESS WHEREOF, the City of Cedar Hills, Utah has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Recorder, and Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

Eric Richardson, Mayor
City of Cedar Hills, Utah

ATTEST:

Kim E. Holindrake, City Recorder

(City Seal)

Konrad Hildebrandt, City Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH KONRAD HILDEBRANDT TO PERFORM THE DUTIES OF CITY MANAGER.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH:

- Section 1. That the Mayor is hereby authorized to enter into a contract, a copy of which is attached hereto as Exhibit "A" with Konrad Hildebrandt to perform the duties of City Manager of the City of Cedar Hills, Utah.
- Section 2. That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this 3rd day of April, 2012.

Eric Richardson, Mayor

ATTEST:

Kim E. Holindrake, City Recorder



CITY OF CEDAR HILLS

TO: Mayor Richardson, City Council, and Staff
FROM: Kim E. Holindrake, City Recorder
DATE: March 29, 2012

City Council Memorandum

SUBJECT: Reimbursement of Costs–Litigation–Mayor and City Manager
APPLICANT PRESENTATION:
STAFF PRESENTATION: Konrad Hildebrandt, City Manager

BACKGROUND AND FINDINGS:

On January 23, 2012, Paul Sorensen and Ken Severn filed an Accusations document and lawsuit with the presiding judge in the Fourth District Court against the Mayor, Eric Richardson, and the City Manager, Konrad Hildebrandt. The litigants brought their allegations pursuant to "Title 77-6-1 through 77-6-4" and for potential "high crimes and misdemeanors" under "10-3-826. Official neglect and misconduct class A misdemeanor - Removal from office." On February 7, 2012, the litigation was brought to the attention of City Council and discussed in a closed Executive Session. The City Council was informed that the Mayor and City Manager would personally retain Stirba & Associates to defend themselves against the allegations. Since the litigation was filed for actions taken during the performance of the Mayor's and the City Manager's official duties, City Council was provided written notice of the Mayor and City Manager's intent to seek reimbursement from the City for the attorneys' fees and costs incurred in having to defend themselves against the accusations. Although they had not been served with any documents, the Mayor and City Manager provided written notice on or about February 16, 2012 to the City Council. The written notice informed City Council that, upon conclusion or dismissal of proceedings, if the claims were found to be unsubstantiated, the request for reimbursement of attorneys' fees and costs would be submitted to the City, and will include Stirba & Associates' invoice documentation, in accordance with U.C.A. § 52-6-201 - § 52-6-202 and U.C.A. § 63G-7-902 - § 63G-7-903. Shortly thereafter, the Court transferred the case to the Utah County Attorney's office for review of the allegations in accordance with those statutes.

On February 14, 2012, Utah County Attorney, Jeffrey Buhman, issued a formal letter indicating that there was not a sufficient basis to conduct a criminal investigation and his office would not be conducting any investigation at that time. Accordingly, given that the Utah County Attorney's review has concluded and no investigation will occur because the claims were found to be insufficient, the Mayor and City Manager have now requested reimbursement of the attorneys' fees and costs from the City, with the presentment of the Stirba & Associates' invoice documentation to the City Council.

SUPPORTING DOCUMENTS:

RECOMMENDATION

MOTION

At this time the City Council has reviewed the documentation and hereby authorizes payment to Stirba & Associates for the attorneys' fees and costs incurred by the Mayor, Eric Richardson, and the City Manager, Konrad Hildebrandt, in having to personally defend themselves against the allegations addressed above.