



**CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Tuesday, January 6, 2015 7:00 p.m.**

Notice is hereby given that the City Council of the City of Cedar Hills, Utah, will hold a **City Council Meeting on Tuesday, January 6, 2015, beginning at 7:00 p.m.** at the Community Recreation Center, 10640 N Clubhouse Drive, Cedar Hills, Utah. This is a public meeting and anyone is invited to attend.

COUNCIL MEETING

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

PUBLIC HEARING

4. Amendments to the Fiscal Year 2015 Budget
5. Approval of the Dispatch Building Agreement with the Utah Valley Dispatch Special Service District

REPORTS/PRESENTATIONS/RECOGNITIONS

6. Government Finance Officers Association's Distinguished Budget Presentation Award

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

7. Minutes from the December 11, 2014 Special City Council Meeting
8. Appointment of Members to the Planning Commission

CITY REPORTS AND BUSINESS

9. City Manager
10. Mayor and Council

SCHEDULED ITEMS

11. Review/Action on a Resolution Adopting Fiscal Year 2015 Budget Amendments
12. Review/Action on Approval of the Dispatch Building Agreement with the Utah Valley Special Service District
13. Review/Action on Questar Gas Company Easement Agreement
14. Review/Action on a Resolution Amending Certain Fees to the Official Fees, Bonds and Fines Schedule, Relating to Pressurized Irrigation Rates
15. Review/Action on Appointment of Mayor Pro Tempore
16. Review Action on a Resolution making Assignments to Members of the City Council, Staff and Residents to Certain Boards, Committees and Entities
17. Review/Action on Agreement with Wilkinson Outdoor Maintenance
18. Review/Action on Agreement with Utah League of Cities and Towns for the Utah Transportation Coalition
19. Motion to go into Executive Session pursuant to Utah State Code 52-4-204 & 52-4-205 to discuss pending or reasonably imminent litigation
*** EXECUTIVE SESSION ***
20. Motion to adjourn Executive Session and Reconvene City Council Meeting

ADJOURNMENT

21. Adjourn

Posted this 2nd day of January, 2015

/s/ Gretchen F. Gordon, Deputy City Recorder

- Supporting documentation for this agenda is posted on the city's website at www.cedarhills.org.
- In accordance with the Americans with Disabilities Act, the City of Cedar Hills will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-785-9668 at least 48 hours in advance of the meeting.
- An Executive Session may be called to order pursuant to Utah State Code 54-4-204 & 54-4-205.
- The order of agenda items may change to accommodate the needs of the City Council, the staff, and the public.
- This meeting may be held electronically via telephone to permit one or more of the council members to participate.



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker
DATE:	1/6/2015

City Council Agenda Item

SUBJECT:	Appointment of Members to the Planning Commission
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager
BACKGROUND AND FINDINGS: In accordance with Title 9 of the City Code regarding the term of office and mode of appointment, the Mayor shall make recommendation to the City Council on appointments to the Planning Commission.	
PREVIOUS LEGISLATIVE ACTION: n/a	
FISCAL IMPACT: n/a	
SUPPORTING DOCUMENTS:	
RECOMMENDATION: Staff recommends that the City Council affirm Mayor Gygi's appointments.	
MOTION: To affirm Mayor Gygi's appointment of Glenn Dodge and Donald Steele to a three year term as a regular member of the Planning Commission beginning January 2014, with a term ending December 31, 2016. To affirm Mayor Gygi's appointment of Bradley Weber to a one year term, in order to fill a vacancy, as a regular member of the Planning Commission beginning January 2014, with a term ending December 31, 2014 To affirm Mayor Gygi's appointment of Jeff Dodge and John Dredge and LoriAnne Spear as alternate members of the Planning Commission beginning January 2014, with a term ending December 31, 2014.	



CITY OF CEDAR HILLS

TO:	Mayor Gygi and City Council
FROM:	David Bunker, City Manager
DATE:	12/18/2014

SUBJECT:	Review/Action on FY 2015 Budget Amendments
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	Charl Louw, Finance Director

BACKGROUND AND FINDINGS:

The City is required to keep expenditures within budget. As the Council is aware, accurately forecasting all the expenditures and needs of the community is difficult; therefore, budget amendments may be necessary to comply with State requirements.

PREVIOUS LEGISLATIVE ACTION:

FISCAL IMPACT:

10-35-112 Event center rental's higher revenues were \$26,100 at the Vista room for event rentals, and lower advertising expenses \$3,000 will be used to offset higher costs for 10-65-150 Employee benefits \$7,500, 10-65-200 Materials and supplies \$14,000, 10-55-600 Animal control contract \$750, 10-65-601 Other Events—summer concerts \$350, and 10-69-913 \$6,500 Transfer to Golf Fund for Maintenance Equipment.

10-55-450 Approximately 50% of the Utah Valley Dispatch building contribution will be funded with unrestricted general fund balance.

10-40-330 One-time set up fee for new financial software will be funded with unrestricted fund balance.

10-33-500 Emergency management grant's supplemental award of \$10,000 to upgrade the current emergency management equipment.

10-33-475 Forestry Grant's award of \$8,000 for maintenance of the City's trees.

10-40-280 Utilities adjustment for water and sewer used by City parks and various facilities.

20-30-600 Season passes and punch passes valued at \$8,800 and 20-30-400 Pro shop merchandise valued at \$400 were traded for advertising, golf software and course maintenance.

20-35-300 Transfer in of \$6,500 for maintenance equipment and \$31,000 for utilities—water.

40-95-103 Cottonwood Electric, Gas, Excavation project needs \$20,000 to be completed.

51-73-330 One-time set up fee for new financial software will be funded with unrestricted fund balance.



CITY OF CEDAR HILLS

51-37-116 and 51-38-111 Fees adjusted to the General fund and Golf fund for water and sewer used. 51-75-910 and 51-75-815 transfers out to the General fund and Golf fund, which offset the related utility fees.

51-73-360 Meter Maintenance \$25,000 for culinary meters. 51-73-801 PI Expenses for increased maintenance needed on pressurized irrigation. \$129,000 for potential capital improvements required for wells, motors, and pumps.

51-73-950 Trustee fees of \$3,950 for the utility revenue refunding. 51-73-955 \$54,000 in reduced interest expense. 51-73-965 deferred amortization expenses of \$30,573. Bond principal payments increase of \$25,000.

60-70-200 Increased depreciation of \$6,500 related to golf maintenance equipment. 60-30-300 increased contribution of \$6,500 to the Motor pool fund from the Golf fund.

See supporting documentation for breakdown of revenue, expenditure, and fund balance line items.

SUPPORTING DOCUMENTS:

Budget adjustments by fund, state of golf maintenance equipment, golf maintenance equipment plan, and Pelorus financial software proposal. See attached.

RECOMMENDATION:

To approve the resolution.

MOTION:

Adopt Resolution No. _____ A RESOLUTION ADOPTING THE AMENDED 2014-2015 FISCAL YEAR BUDGET FOR THE CITY OF CEDAR HILLS, UTAH.

BUDGET AMENDMENTS - FY 2015

January 6, 2015

General Fund

Community Event Center Adjustments		
10-35-112	Event Center Rentals	\$ (26,100.00) Increase in Revenues
10-65-150	Employee Benefits	\$ 7,500.00 Increase in Expenses
10-65-200	Materials & Supplies	\$ 14,000.00 Increase in Linen & Chair Expenses
10-65-610	Advertising	\$ (3,000.00) Decrease in Expenses
Animal Control Contract Increased		
10-55-600	Animal Control	\$ 750.00 Increase in Expenses
Approximately 50% of Utah Valley Dispatch Building Contribution		
10-55-450	Dispatch Fees	\$ 32,000.00 Increase in Expenses
10-29800	Fund Balance	\$ 32,000.00 Reduction in Unrestricted Fund Balance
One-time Pelorus Financial Software Implementation		
10-40-330	Professional & Technical	\$ 4,500.00 Increase in Expenses
10-29800	Fund Balance	\$ 4,500.00 Reduction in Unrestricted Fund Balance
Summer Concerts in the Park		
10-65-601	Other Events	\$ 350.00 Increase in Expenses
Maintenance Equipment at Golf Course		
10-69-913	Transfer to Golf Fund	\$ 6,500.00 Increase in Subsidy Transfer
New Emergency Grant Program		
10-33-500	Emergency Management Supplemental Grant	\$ (10,000.00) Increase in revenue
10-36-900	Other Income	\$ (3,000.00) Revenue from surplus older equipment
10-55-700	Other Public Safety	\$ 13,000.00 Upgraded emergency equipment
New Community Forestry Partnership Grant		
10-33-475	Forestry Grant	\$ (8,000.00) Increase in revenue
10-64-240	Park Supplies & Maintenance	\$ 8,000.00 Increase in expenditures
Utility Charges to Government		
10-64-250	Utilities	\$ 8,500.00 Increase in Utilities
10-36-902	Transfer to General Fund	\$ (8,500.00) Increase in Transfers In

Golf Fund

Golf Trades		
20-30-600	Season or Punch Passes	\$ (8,800.00) Increase in Revenue
20-30-400	Pro Shop Sales Revenue	\$ (400.00) Increase in Revenue
20-70-600	Advertising	\$ 7,500.00 Increase in Expenses
20-50-330	ForeUp Golf Software	\$ 1,300.00 Increase in Expenses
20-60-100	Hole #9 Railing	\$ 400.00 Increase in Expenses
Maintenance Equipment		
20-35-300	Transfer in from other Funds	\$ (6,500.00) Increase in Subsidy Transfer
20-80-911	Transfer to Motor Pool Fund	\$ 6,500.00 Increase in Motor Pool Transfer
Utility Charges to Government		
20-50-200	Utilities	\$ 31,000.00 Increase in Utilities
20-35-300	Transfer in from other Funds	\$ (31,000.00) Increase in Transfers In

Capital Projects Fund

Continuation of Cottonwood Improvements from Prior Fiscal Year		
40-95-103	Cottonwood Electric, Gas, Exca	\$ 20,000.00 Increase in Expense
40-29800	Use of Fund Balance	\$ 20,000.00 Use of Fund balance

Water and Sewer Fund

One-time Pelorus Financial Software Implementation		
51-73-330	Professional & Technical	\$ 4,500.00 Increase in Expenses
51-29800	Fund Balance	\$ 4,500.00 Reduction in Unrestricted Fund Balance
Utility Charges to Government		
51-37-116	Water fees from City	\$ 37,750.00 Increase in Utilities Revenues
51-38-111	Sewer fees from City	\$ 1,750.00 Increase in Utilities Revenues
51-75-910	Transfers to Golf fund	\$ (31,000.00) Increase in Utilities Transfers Out
51-75-815	Transfers to General fund	\$ (8,500.00) Increase in Utilities Transfers Out
Meter and Pump Maintenance		
51-73-360	Meter Maintenance	\$ 25,000.00 Increase in Expenses
51-73-801	PI Expenses	\$ 16,000.00 Increase in Expenses
51-16500	Water Improvements	\$ 129,000.00 Increase in Capital Assets
51-29800	Unrestricted Net Position	\$ 170,000.00 Reduction in Unrestricted Net Position
Utility Revenue Bond Refunding		
51-73-950	Trustee Fees	\$ 3,950.00 Increase in Expenses
51-73-955	Utility Bond Interest	\$ (54,000.00) Decrease in Interest Expenses
51-73-965	Amortization - Deferred Charges	\$ 30,573.00 Not cash
51-XXXXX	Bond Principal Payments	\$ 25,000.00 Increase in Principal paid

Motor Pool Fund

Maintenance Equipment		
60-30-300	Contribution from Golf Fund	\$ (6,500.00) Increase in Golf Transfer
60-70-200	Depreciation	\$ 6,500.00 Increase in Expense



GOLF COURSE MAINTENANCE EQUIPMENT PLAN

8 to 10 year Replacement Plan

- 8 to 10 years with regular maintenance and proper shelter
- Lease vs. Own
- Volume Purchases vs. Individual Purchases
 - Pricing and Matching Blades
- More efficient and effective equipment
 - Fuel efficiency
 - Speed
 - Performance
 - Less down time
 - Efficient use of labor

Proposed 8 to 10 year Replacement Plan Equipment over \$15,000

- 1st Year—2 Greens Mowers & Pump Sprayer
- 2nd Year—Fairway Mower
- 3rd Year—Rough Mower
- 4th Year—Tractor, Fairway Mower
- 5th Year—2 Greens Mowers, Top Dresser
- 6th Year—Reel Grinder, HD Utility Cart
- 7th Year—Rough Mower, Blower, HD Utility Cart
- 8th Year—Greens Aerator, 2 Medium Duty Utility Carts

Proposed 8 to 10 year Replacement Plan Equipment under \$15,000

- 1st Year—Verticut accessory
- 2nd Year—Pull behind aerator, light duty utility cart
- 3rd Year—Greens roller, light duty utility cart
- 4th Year—None
- 5th Year—None
- 6th Year—None
- 7th Year—None
- 8th Year—light duty utility cart

Prioritize Equipment Needs and Level Out Capital Equipment Costs

- Critical equipment over \$15,000 purchased with the Motor Pool fund
- Equipment under \$15,000 is purchased with operating budget
- Most mowers are needed daily and significant downtime would leave negative impression on the course
- Greens mowers functionality are the #1 priority
- 10 year-old tee mower is having blade, engine, hydraulic tank problems
- Older greens mowers blades grinded down completely
- Proposal to use older greens mowers as tee mowers, and replace greens mowers every 4-5 years

Green Mowers & Pricing

- Toro, John Deere, & Jacobsen greens mowers features were each tested by the Golf Superintendent and the Golf Mechanic
- Pricing from \$26,600 for John Deere to \$34,400 for Toro greens mowers
- Jacobsen's Eclipse 322 diesel hybrid 15 blade with no hydraulics appears to be the most preferred and functional at \$31,500 each
- Fast, well manicured greens are the crown jewel of the golf course
- Annual motor pool cost is \$3,938 each for 8 years

Pump Sprayers & Pricing

- Toro, John Deere, & SmithCo pump sprayers were each compared with similar specs
- Current pump sprayer holds 160 gallons vs. 318 gallons for Smith Co. sprayer, which makes it less efficient
- Pricing from \$41,150 for SmithCo to \$48,881.80 for Toro 300+ gallon sprayers
- SmithCo Spray Star 318 gallon sprayer for \$41,150 was the most compact and functional
- Effective fertilization is critical to get darker green grass
- Annual motor pool cost is \$5,144 for 8 years

Fairway Mowers & Pricing

- Toro, John Deere, & Jacobsen were each compared with similar specifications
- Pricing from \$42,565 for Jacobsen to \$55,617 for Toro fairway mowers
- Jacobsen LF-550 4x4 fairway mower w/7-blade reels best value at \$42,565—38% discount only available with purchase of green mowers and SmithCo pump sprayer
- Current fairway mowers without 4-wheel drive slide on steeper holes when wet
- Additional annual motor pool cost \$5,320 each for 8 years

Summary & Recommendation

- Jacobsen/SmithCo and John Deere were the most aggressive with pricing
- Golf maintenance staff prefers Jacobsen/SmithCo based on the functionality and the overall value of the equipment
- Take advantage 30%+ savings on MSRP, and purchase 2 greens mowers and 1 pump sprayer in the current fiscal year
- Trade in the tee mower and pump sprayer to offset some costs
- Reuse the older greens mowers as tee mowers
- Motor Pool contribution by Golf fund would increase by approximately \$13,000 for the next eight years for green mowers and pump sprayer

Recommended 8 to 10 year Replacement Plan Equipment over \$15,000

- 1st Year—2 Greens Mowers & Pump Sprayer
- 2nd Year—No purchases
- 3rd Year—2 Fairway Mowers
- 4th Year—Tractor, Rough Mower
- 5th Year—2 Greens Mowers, Top Dresser
- 6th Year—Reel Grinder, HD Utility Cart
- 7th Year—Rough Mower, Blower, HD Utility Cart
- 8th Year—Greens Aerator, 2 Medium Duty Utility Carts

Recommended 8 to 10 year Replacement Plan Equipment under \$15,000

- As operating budget allows in the next 10 years purchase accessories and utility carts in the following order:
 - Verticut accessory
 - Pull behind aerator
 - Light duty utility carts
 - Greens roller

Cedar Hills City 12/16/2014

	<u>MSRP</u>	<u>Sales Price</u>	<u>Discount off MSRP</u>
Jacobsen Eclipse 322 Diesel hybrid w/ 15-blade reels	\$ 48,268.00	\$ 31,500.00	-35%
Jacobsen Eclipse 322 Diesel hybrid w/ 15-blade reels	\$ 48,268.00	\$ 31,500.00	-35%
SmithCo Spray Star 3180 w/ Raven 440 and foam marker	\$ 58,797.00	\$ 41,150.00	-30%
Totals:	\$ 155,333.00	\$ 104,150.00	-33%
ACV of trade-in equipment:		\$ 9,500.00	
Total less trades:		\$ 94,650.00	Monthly payment:

Cedar Hills Golf Club

State of Large

Equipment

2014

Tee Mower

2005 Toro Greensmaster 3150

- Purchased used
- Stored outside year-round until 2012
- Worn bushings throughout
- Worn and splitting seat
- Frequent hydraulic line leaks
- Motors losing power
- Engine burns oil
- Engine governor not functioning properly
- Hydraulic tanks are cracking and leaking
- Reels are worn and no longer can be ground
- Muffler is rusting and becoming less effective
- Rollers are damaged and need rebuilding
- Reel shrouds are cracking from age and wear
- High hours
- Life expectancy is 5-8 years



Greens Mower #2

2005 Toro Greensmaster 3150

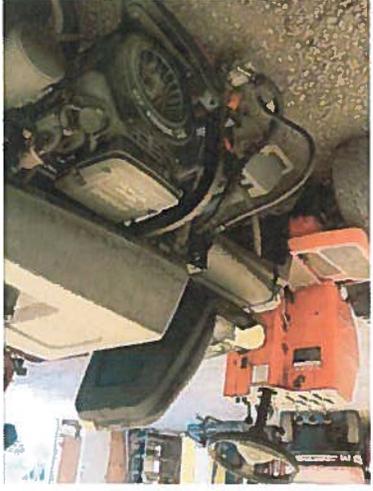
- Purchased used
- Stored outside year-round until 2012
- Worn bushings throughout
- Worn and splitting seat
- Frequent hydraulic line leaks
- Motors losing power
- Engine burns oil
- Reels are worn and can no longer be ground
- Muffler is rusting and becoming less effective
- Rollers are damaged and need rebuilding
- Reel shrouds are cracking from age and wear
- High hours
- Life expectancy is 5-8 years



Verticutter

2003 Jacobsen Greensking IV

- Stored outside year-round until 2012
- Hydraulic lines are weather cracked
- Worn bushings throughout
- Seat is falling apart
- Frequent oil leaks
- Motors losing power
- Engine burns oil
- Very slow compared to industry standards
- High hours
- Life expectancy is 5-8 year



Greens Mower #1

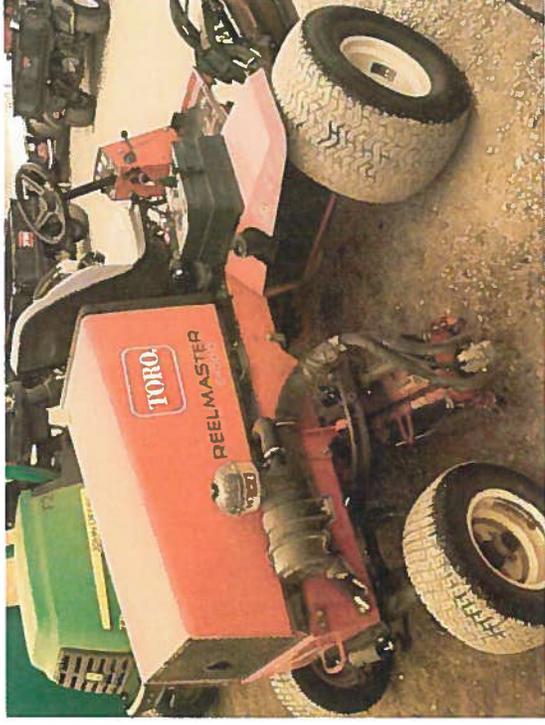
2008 Toro Greensmaster 3150

- Stored outside year-round until 2012
- Worn bushings
- Reel support arms are damaged
- Worn and splitting seat
- Reels are worn and no longer can be ground
- Rollers are damaged and need rebuilding
- Reel shrouds are cracking from age and wear
- Life expectancy is 5-8 years



Fairway Mower #1
200 Toro Reelmaster 5400-D

- Purchased used
- Stored outside year-round until 2012
- Worn bushings throughout
- Rollers are damaged and need rebuilding
- Reel shrouds are cracking from age and wear
- High hours
- Life expectancy is 5-8 years



Fairway Mower #2
2008 John Deere 7700

- Stored outside year-round until 2012
- Worn bushings in lift arms
- Reels need new seals and bearings
- Life expectancy is 5-8 years



Rough Mower # 1

2002 Jacobsen AR-2500

- Purchased used
- Stored outside year-round until 2012
- Very worn bushings throughout
- Worn and splitting seat
- Very frequent hydraulic leaks
- Motors losing power
- Engine burns and leaks oil
- Mowing decks are very worn
- Won't hold correct cutting height
- Model was discontinued after one year due to problems
- High hours
- Life expectancy is 5-8 years



Rough Mower #2

2006 Toro Groundsmaster 3500-D

- Purchased used
- Stored outside year-round until 2012
- Worn bushings throughout
- Fuel tank leaks
- Engine pulleys are wearing out
- Worn and splitting seat
- Frequent hydraulic line leaks
- Motors losing power
- Engine leaks oil
- Mowing decks are cracking
- Rollers are damaged and need rebuilding
- High hours
- Life expectancy is 5-8 years



Rough Mower #3
2011 John Deere 8800

- Some rollers are damaged and need rebuilding
- Lift arm bushings need replacing
- Life expectancy is 5-8 years



Chemical Sprayer

2003 SDI 160

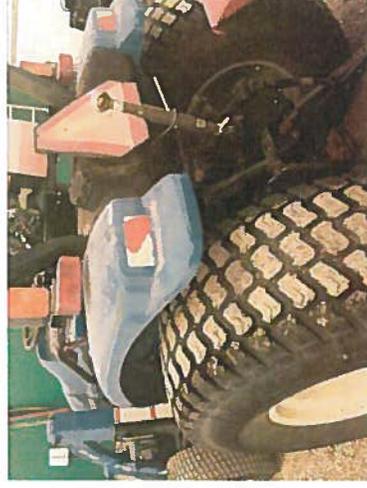
- Stored outside year-round until 2012
- Hydraulic and spray lines are weather cracked and leak frequently
- Worn bushings throughout
- Seats are falling apart
- Frequent oil leaks
- Automatic transmission is slipping and leaking fluid
- Pressure gauges are inaccurate
- 160 gallon tank is small requiring frequent filling
- Spray speed is very slow compared to current industry standards
- Chemical agitation isn't as efficient as newer models



Tractor

2003 New Holland TC-40D

- Stored outside year-round until 2012
- Hydraulic lines are weather cracked
- Worn bushings throughout
- Seat is falling apart
- Frequent oil leaks
- Lacks adequate power for some implements
- Large rear tires are almost worn out
- 3-point rear hitch blows seals if something too heavy is lifted



Heavy Duty Cart #1

2006 Toro Workman HD Diesel

- Stored outside year-round until 2012
- Hydraulic lines are weather cracked
- Seats are falling apart



Heavy Duty Cart #2 2006 Toro Workman HD Gas

- Stored outside year-round until 2012
- Hydraulic lines are weather cracked
- Seats are falling apart



Grinders

2003 Foley Accu-Sharp Reel Grinder

2003 Foley Bedknife Grinder

- Bearings are worn
- Seals are worn
- Does not grind accurately
- Coolant pump is going bad.



Pelorus Methods, Inc. proposes to provide its governmental accounting and utility billing software system (Pelorus DGS) to City of Cedar Hills for a Conversion, Training and Implementation Fee of \$9,000. The system will be provided ready to operate, on a turn-key basis, with all relevant data provided by the City that is available to be converted to Pelorus. This system will include the following functionality at the time of installation:

General Ledger	Accounts Payable
Budgeting – Operating and Capital	Requisitions
Utah Transparency Upload	Purchase Orders – Including Encumbrances
Customizable Financial Reporting	Payroll & HR Management
Utility Billing	Payroll Direct Deposit
Radio Meter Reading Import/Export	Email Paystubs
Online Bill Pay Import/Export	Electronic W-2 Filing
Accounts Receivable	Capital Asset Management
Customizable Statements & Notices	Construction Project Management
Service Orders with Printout	Long-term Debt Management
Email Statements and Orders	Inventory and Equipment Management
Business Licenses	Cemetery Management
Animal Licenses	User Security

The Conversion, Training and Implementation Fee covers the conversion of existing data, initial training in the use of the program, installation and implementation of the software, and the first two months of training and services that are provided in person, over the phone, and remotely online.

The conversion process will take one week. Training and implementation are scheduled towards the end of the conversion and usually consists of one or two days. Training can be done at the Pelorus offices or at the City.

The ongoing investment in Pelorus is comprised of a Software and Services fee of \$2,900, due quarterly. The ongoing investment includes future updates to and versions of Pelorus, as well as all ongoing software and accounting support. Please see attached for more detail concerning both the Initial and Ongoing investments.

Investment Summary:

Conversion, Implementation and Training – one-time fee	\$9,000.00
Software and Services – due quarterly	\$2,900.00

We appreciate your consideration of our software and services and look forward to working with you.

Kyle Walker
Managing Director
Pelorus Methods, Inc.

pelorus decision guidance system

Summary of Initial and Ongoing Services

Initial	
Conversion	
Data Creation	
Gathering of data, both from existing software and hard copy data, as needed	
Conversion of existing data for use in Pelorus DGS	
Validation of converted data	
System settings & constraints	
General ledger preparation	
Balance of accounting data	
Training	
Training at the Pelorus Methods office for all users	

Ongoing	
Software	
Pelorus DGS Subscription	Access to innovative product releases with the newest features and functionality as they become available
Future Versions	Includes all major releases encompassing the latest technologies to ensure maximum performance and usability
Enhancements & Revisions	Includes all minor releases, which serve to extend and enhance existing capabilities (e.g. state transparency file)
Compliance Updates	Assures ongoing compliance with existing standards as they change (e.g. payroll tax rates)
Software Maintenance	Ongoing refinement of software including error detection and fixes
Support	
Ongoing training in the use of Pelorus DGS for all personnel	
Unlimited telephone and online support during regular office hours	
Guidance for accounting and reporting	
Assistance in preparation of regular state and federal reports	
Off-site backup of Pelorus DGS database	
Analysis & Preparation for Audit	Detailed analysis of general ledger Assistance in recording adjusting entries Preparation of information for auditors
Year-end Reporting	Financial Statements Survey of Local Governments (UT-1, UT-2 and UT-5) Impact Fee Report

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH,
ADOPTING THE AMENDED 2015 FISCAL YEAR BUDGET FOR THE CITY OF
CEDAR HILLS, UTAH.**

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

Pursuant to §10-6-118, Utah Code, the Amended 2014-2015 Fiscal Year Budget for the General Fund, Golf Debt Service Fund, Capital Projects Fund, Water and Sewer Fund, Motor Pool Fund and Golf Fund for the City of Cedar Hills, Utah, is hereby adopted. A copy of said budget amendments is attached hereto (Attachment A), and by this reference made part of this Resolution.

PASSED APPROVED AND ADOPTED THIS 6TH DAY OF JANUARY, 2015.

APPROVED:

Gary R. Gygi, Mayor

ATTEST:

Colleen A. Mulvey, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	12/2/2014

City Council Agenda Item

SUBJECT:	UVDSSD Dispatch Building Agreement
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker, City Manager

BACKGROUND AND FINDINGS:

On 12/2/2014, the City Council approved the Dispatch Building Agreement with the Utah Valley Dispatch Special Service District for the construction of a new dispatch center and appurtenances with an approximate cost to the City of Cedar Hills of \$62,279.00, pending legal review.

The City attorney, Eric Johnson, reviewed the agreement and suggested the City follow State Code 10-8-2(3), and make a finding of fact that, in the judgment of the legislative body, a determination is made that the expenditure of funds by the City of Cedar Hills for a portion of the construction costs of the new dispatch center provides for the safety, health, prosperity, well-being, peace, order, comfort or convenience of the inhabitants of the municipality and funds appropriated for this purpose are considered a corporate purpose.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

Estimated at \$62,279.00

SUPPORTING DOCUMENTS:

Dispatch Building Agreement

RECOMMENDATION:

It is recommended that the City Council discuss State Code 10-8-2(3) and make a finding of fact that funds appropriated for the construction of a new dispatch facility per the Dispatch Building Agreement are considered a corporate purpose for the benefit and well-being of the municipality.

MOTION:

To ratify/not ratify the approved Dispatch Building Agreement with the Utah Valley Dispatch Special Service District for the construction of a new dispatch center, based on a finding of fact that: In the judgment of the City Council of the City of Cedar Hills, a determination is made that the expenditure of funds by the City of Cedar Hills for a portion of the construction costs of the new dispatch center provides for the safety, health, prosperity, well-being, peace, order, comfort or convenience of the inhabitants of the municipality, and funds appropriated according to said Dispatch Building Agreement, are considered a corporate purpose with adequate value, including intangible value, for said expenditure.

DISPATCH BUILDING AGREEMENT

This Dispatch Building Agreement is made and entered into as of the ____ day of _____, 2014, by and between Utah County Dispatch Special Service District, a political subdivision organized and existing under the laws of the State of Utah (Districts) and [member], a political subdivision of the State of Utah (the Participant).

RECITALS:

WHEREAS, District was organized under the Special Service District Act, Title 17D Chapter 1, Utah Code Annotated 1953, as amended, as a separate legal entity to provide dispatch services to public safety entities located in Utah County; and

WHEREAS, in order to provide adequate dispatch services, given the current volume of calls, District is now undertaking the acquisition and construction of a new building to house dispatching equipment and personnel located in Spanish Fork City, Utah (the Project); and

WHEREAS, the Members have previously financed, or are willing to finance, their respective shares of the Cost of Construction of the Project; and

WHEREAS, in order to enable District to have the funds to proceed with the project, it is necessary that each Member enter a Dispatch Building Agreement which constitutes the legal, valid, and binding obligation of each respective Member; and

WHEREAS, District and the Members are duly authorized under applicable provisions of law to execute, deliver, and perform this Agreement and their respective governing bodies having jurisdiction have taken all necessary actions and given all necessary approvals in order to constitute this Agreement a legal, valid, and binding obligation of the parties hereto; and

WHEREAS, the Board has determined that District would spend \$1,800,000.00 of reserved funds toward the completion of the Project;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained,

it is agreed by and between the parties hereto as follows:

Section 1. Definitions of Terms.

As used herein, the following terms shall have these meanings:

Annual Budget means the fiscal year budget adopted by District.

Authorized Officer of District means the Chairman, Vice-Chairman, Secretary, or Treasurer of the Board, or the Executive Director of District when authorized to perform specific acts or duties under the Agreements by resolution duly adopted by the Board.

Board means the Board of Trustees of District.

By-Laws means the duly adopted by-laws of District.

Capital Payment means any payment or payments made to District by a Member pursuant to Section 4 of this Agreement and designated as a Capital Payment for the Project.

Capital Payment Percentage means the percentage obtained by dividing (1) the sum of all Capital Payments made by or credited to the Member, by (2) the sum of all Estimated Project Costs as determined and allocated to such computation by District, all as more fully provided in Section 4 hereof. The Member's initial Capital Payment Percentage shall be calculated by District and set forth on Exhibit A attached hereto and incorporated herein by this reference.

Cost of Construction means all costs and expenses heretofore or hereafter paid or incurred by District in connection with the acquisition, construction, and installation of the Project and placing the same in service, including all expenses preliminary and incidental thereto, and the cost of planning, designing, acquiring, constructing, and placing in operation any facilities related to the Project, including land costs, less the amount of reserved funds being used by District to pay toward the cost of the Project.

Cost of Construction shall further include, but shall not be limited to, the following:

- (1) working capital and reserve requirements of the Project, including reserves for those items set forth in the definition of Operation and Maintenance Costs, as may be

determined from time to time by District;

- (2) planning and development costs, engineering fees, contractors fees, fiduciaries fees, auditors and accountants fees, costs of obtaining governmental and regulatory permits, rulings, licenses and approvals, the cost of real property, labor, materials, equipment, supplies, training and testing costs, insurance premiums, legal, and financial advisory costs, administrative and general costs, and all other costs properly allocable to the initial acquisition of the Project and placing the same in operation;
- (3) all costs relating to litigation, claims, or judgments not otherwise covered by insurance and arising out of the acquisition, construction, or operation of the Project;
- (4) payment to District or any Member to reimburse advances or payments made or incurred for costs preliminary or incidental to the acquisition and construction of the Project;
- (5) legally required or permitted federal, state, and local taxes relating to the Project incurred during the period of the acquisition or construction thereof; and
- (6) all other costs incurred by District and properly allocable to the acquisition of the Project.

Date of Commercial Operation means the date on which the Project is capable of operating reliably and continuously.

Fiscal Year means a period commencing on July 1 of each calendar year and ending on June 30 of the next succeeding calendar year.

Facilities means the Dispatch Building and all facilities, structures, improvements and all real and personal property acquired or constructed by District as part of the Project.

Members means each government entity which is a member of District, as identified on Exhibit "A".

Member Representative means the individual appointed to the Board by the Member.

Project means the acquisition of an interest in real estate and construction, including equipping,

of a new building to house dispatching equipment and personnel.

Schedule of Members means the schedule of Members and their respective Capital Payment Percentages, attached hereto as Exhibit A, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

Section 2. Term of Contract

This Building Agreement shall become effective upon the execution of Building Agreements by District and by all Members listed in Exhibit A hereto, and shall, continue until the date on which the Project has been fully completed and paid for.

Section 3. Acquisition and Construction of Project

- (a) District shall use its best efforts to construct the Project to meet its needs and to keep the costs within budget.
- (b) The contracts are required to be executed by December 31, 2014 in order to timely acquire an interest in real property and complete construction of the Project. Failure of any Member to timely execute the contract shall cause the Board to review and exercise sanctions as authorized by the District by-laws and resolutions creating the District.

Section 4. Capital payments; Calculation of Capital Payment Percentage.

- (a) Participant may elect to make one or two Capital Payments.
 - (i) If Participant elects to make one Capital Payment, the estimated payment shall be due to District by June 30, 2015.
 - (ii) If participant elects to make two Capital Payments, the first payment, representing one-half of the estimated Capital Cost shall be due on or before June 30, 2015, and the balance, including any true up cost, if known, shall be due by December 31, 2015.

The governing body of Participant shall determine whether to make one or two Capital Payments.

Participant shall give notice to District of the determination of its decision to make one or two Capital

Payments by December 31, 2014. In the event that Participant does not notify District of the determination of its governing body by December 15, 2014, Participant shall be deemed to have elected to make two Capital Payments.

(b) Upon substantial completion of the construction of the Project, District will give notice to each of the Members of the anticipated Date of Commercial Operation of the Project. District shall prepare and submit to the Members a final accounting of the Cost of Construction and Capital Payments. To the extent that such final accounting statement discloses that additional amounts are owed by some or all of the Members, then District shall seek Board approval to pay the balance from the District's fund balance, if funds are available, and if not to submit a billing statement to such Members. Participant shall pay an amount equal to its share of the final Cost of Construction of the Project.

(c) In connection with each Capital Payment that may be made by Participant pursuant to this Section, Participant acknowledges and agrees with District that:

- (1) the sum of the Capital Payment Percentages of all Members shall equal 100%
- (2) District shall have absolute and exclusive authority to establish escrow arrangements governing the deposit and disbursement of each Capital Payment and to determine and calculate from time to time the Estimated Project Costs and the Member=s Capital Payment Percentage, and all such determinations and calculations by District shall be conclusive and binding upon Participant.

(d) Estimated Project Costs shall be determined by District in its sole discretion based upon the items of the Cost of Construction. The amount of Estimated Project Costs shall be determined from time to time so as to provide for a proportional allocation of the Cost of Construction.

(e) Participant acknowledges and agrees that the estimated amount of the Capital Payment to be made by Participant will be subject to adjustment to reflect the actual cost of the various items included in Estimated Project Costs.

(f) Participant acknowledges that once payment is made, it is non-refundable, even in the event Participant leaves the District.

Section 5. Construction Management.

Construction of the Project shall be managed by District with the advice of the Operations Board. It is the intention of the Members and District that they will exercise a high degree of cooperation in the construction of the Project.

DATED this ___ day of _____, 2014

UTAH VALLEY DISPATCH SPECIAL
SERVICE DISTRICT by:

David A. Oyler, Chair

Attest:

Deborah Mecham, Executive Director

[MEMBER] by:

Mayor/Commissioner

Attest:

City Recorder/County Clerk/

EXHIBIT A
SCHEDULE OF PARTICIPANTS 2015 FEE SHARE
PERCENTAGE AND ESTIMATED CAPITAL PAYMENT

MEMBERS	CAPITAL PAYMENT PERCENTAGE	ESTIMATED AMOUNT OF CAPITAL COST
Alpine City	2.72%	\$95,074
American Fork City	15.01%	\$525,455
City of Cedar Hills	1.78%	\$62,279
Cedar Fort	0.20%	\$7,151
Eagle Mountain	5.75%	\$201,118
Elk Ridge City	0.46%	\$16,203
Fairfield Town	0.10%	\$3,472
Genola City	0.30%	\$10,541
Goshen City	0.27%	\$9,546
Highland City	5.61%	\$196,397
Lehi City	17.39%	\$608,772
Payson City	8.11%	\$283,939
Salem City	2.34%	\$81,759
Santaquin City	3.49%	\$122,157
Saratoga Springs City	7.05%	\$246,874
Spanish Fork City	12.12%	\$424,340
Utah County	16.82%	\$588,830
Vineyard	0.24%	\$8,294
Woodland Hills	0.22%	\$7,798
Member Totals	99.98%	\$3,499,999



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	1/6/2015

City Council Agenda Item

SUBJECT:	Questar Gas Company Easement Agreement
APPLICANT PRESENTATION:	n/a
STAFF PRESENTATION:	David Bunker, City Manager
BACKGROUND AND FINDINGS:	<p>Questar Gas Company is currently upgrading the high-pressure gas main along the current natural gas utility corridor. Questar has proposed purchasing an additional 6-foot easement immediately adjacent to the existing 16-foot easement they currently maintain. The additional easement area has an appraised value of approximately \$3.96 per S.F. Questar seeks an additional 14,914 S.F. with a value estimated at \$29,529.72. The agreement has been remitted to the city attorney for review.</p>
PREVIOUS LEGISLATIVE ACTION:	None
FISCAL IMPACT:	Easement value: \$29,529.72
SUPPORTING DOCUMENTS:	Right-Of-Way and Easement Agreement and associated maps.
RECOMMENDATION:	Staff recommends the City Council review the right-of-way and easement agreement and associated maps for consideration.
MOTION:	To approve/not approve the proposed right-of-way utility easement purchase agreement with Questar Gas company, subject to legal review.

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
FL24/Cedar Hills.cc
Revised 12/30/14

Space above for County Recorder's use

PARCEL I.D.# 36:903:0143
36:903:0105
36:903:0107
11:055:0321

**RIGHT-OF-WAY AND EASEMENT AGREEMENT
(Corrective)
UT01670**

THE CITY OF CEDAR HILLS, a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace underground pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Utah, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in the Section 31, Township 4 South, Range 2 East, Salt Lake Base and Meridian;

Beginning on the East-West Centerline of Section 31 at a point 395.44 feet South 89°54'37" West along said Centerline from the monumented Center Quarter Corner of Section 31, Township 4 South, Range 2 East, Salt Lake Base and Meridian, and running thence South 46°49'57" East 96.16 feet; thence South 48°08'09" East 435.40 feet; thence South 48°13'35" East 827.03 feet; thence South 48°00'02" East 949.54 feet; thence South 47°51'55" East 157.62 feet; thence South 18°08'31" East 191.51 feet; thence South 57°49'52" East 320.08 feet to the northerly right of way line of Cottonwood Drive; thence along said northerly right of way line the following two (2) courses and distances: (1) westerly 25.79 feet along the arc of a non-tangent 25.00-foot radius curve to the right, through a central angle of 59°06'45" (Note: Chord to said curve bears South 70°46'32" West for a distance of 24.66 feet) to the point of reverse curvature of a 533.00-foot radius curve to the left; thence (2) westerly 1.94 feet along the arc of said curve through a central angle of 00°12'32" (Note: Chord bears North 79°46'22" West for a distance of 1.94 feet); thence North 57°49'52"

West 310.11 feet; thence North 18°08'31" West 189.39 feet; thence North 47°51'55" West 155.79 feet; thence North 48°00'02" West 949.47 feet; thence North 48°13'35" West 827.55 feet; thence North 48°08'18" West 434.28 feet; thence North 46°49'57" West 98.47 feet; thence North 48°57'14" West 23.09 feet; thence North 89°54'36" East 33.35 feet to the point of beginning. (Contains 64,679 square feet in area or 1.48 acres)

The purpose of this corrective document is to amend the terms and legal description, only in the above referenced parcels, in that certain Right of Way Grant dated November 4, 1947 and recorded November 19, 1947 as Entry No. 12908 in Book 480 at Pages 115-116 in the office of the county recorder for Utah County, State of Utah. This corrective document supersedes the original grant document within said parcels.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

Grantee, following the installation or maintenance, of the facilities, shall restore the surface of the right-of-way and easement, and any improvements, to, as near as practicable, the condition of the surface, prior to said installation or maintenance.

Grantee agrees to release, indemnify, defend and hold harmless Grantor from and against any and all claims, liabilities, demands, actions, expenses or costs arising out of Grantee's use of the premises and where Grantee is found to be solely negligent.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20__.

THE CITY OF CEDAR HILLS

ATTEST:

City Clerk

By: _____
Mayor

QUESTAR GAS COMPANY

By: _____
James B. Hasty, General Manager
Engineering and Project Management

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the ____ day of _____, 20__ personally appeared before me _____, and _____ who, being duly sworn, did say that they are the Mayor and City Clerk, respectively, of THE CITY OF CEDAR HILLS, and that the foregoing instrument was signed on behalf of said city.

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by James B. Hasty, General Manager Engineering and Project Management, of QUESTAR GAS COMPANY.

Notary Public



LEGEND

- PROPERTY LINE
- ROADWAY R/W
- EASEMENT

SCALE OF FEET
 FULL SIZE (GRAPH) 1" = 50'
 PLOT SIZE (THIS) 1" = 100'

SHEET 1 OF 2
 DEC 2020, PG. 24, 25

FEEDER LINE 24

CEDAR HILLS PROPOSED HP AND IHP GAS ROUTES
 CEDAR HILLS, UTAH





LEGEND

- PROPERTY LINE
- ROADWAY ROP
- EASEMENT



SCALE OF FEET
 FULL SIZE (222MM) 1"=50'
 MAP SIZE (11x17) 1"=100'

SHEET 2 OF 2
 DECEMBER 23, 2014

FEEDER LINE 24

CEDAR HILLS PROPOSED HP AND IHP GAS ROUTES
 CEDAR HILLS, UTAH





CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	1/6/2015

City Council Agenda Item

SUBJECT:	Changes to the Fee Schedule															
APPLICANT PRESENTATION:	n/a															
STAFF PRESENTATION:	David Bunker, City Manager															
BACKGROUND AND FINDINGS:																
<p>The City has reviewed the culinary water rates for residential lots where pressurized irrigation is not available, and culinary water is used for outdoor watering. The following modifications/changes are recommended to the City Fee Schedule:</p>																
<p>Utility Fees (Per ERU) Water (No PI Available)</p> <table> <tr> <td>Base Rate (no usage)</td> <td>\$</td> <td>6.80</td> </tr> <tr> <td>1 – 8,000 gallons</td> <td>\$</td> <td>1.49</td> </tr> <tr> <td>8,001 – 12,000 gallons</td> <td>\$</td> <td>1.49</td> </tr> <tr> <td>12,001 – 18,000 gallons</td> <td>\$</td> <td>1.49</td> </tr> <tr> <td>18,000+ gallons</td> <td>\$</td> <td>1.49</td> </tr> </table>		Base Rate (no usage)	\$	6.80	1 – 8,000 gallons	\$	1.49	8,001 – 12,000 gallons	\$	1.49	12,001 – 18,000 gallons	\$	1.49	18,000+ gallons	\$	1.49
Base Rate (no usage)	\$	6.80														
1 – 8,000 gallons	\$	1.49														
8,001 – 12,000 gallons	\$	1.49														
12,001 – 18,000 gallons	\$	1.49														
18,000+ gallons	\$	1.49														
PREVIOUS LEGISLATIVE ACTION:																
N/A																
FISCAL IMPACT:																
TBD																
SUPPORTING DOCUMENTS:																
Updated Fee Schedule & Fee Schedule Resolution																
RECOMMENDATION:																
Staff recommends the City Council review the submitted fee schedule and resolution with the intent to modify culinary water rates for residential lots which do not have pressurized irrigation available.																
MOTION:																
To approve/not approve 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.																

City of Cedar Hills - Fees, Bonds, and Fines Schedule
EFFECTIVE: 01-06-2015

Fees, Bonds, and Fines	Amount	When Collected	Enabling Legislation (if applicable)
Utility Fees (Per ERU) Water (No PI Available)	Base Rate (no usage) 1-8,000 8,001-12,000 12,001-18,000 18,000+	Per Month Per 1,000 gallons Per 1,000 gallons Per 1,000 gallons Per 1,000 gallons	Resolution Resolution Resolution Resolution Resolution
Water (PI Connected)	Base Rate (no usage) 1-8,000 8,001-12,000 12,001-18,000 18001+	Per Month Per 1,000 gallons Per 1,000 gallons Per 1,000 gallons Per 1,000 gallons	Resolution 07-16-2013B Resolution 07-16-2013B Resolution 07-16-2013B Resolution 07-16-2013B Resolution 07-16-2013B
Water (PI Not Connected)	Base Rate (no usage) 1-8,000 8,001-12,000 12,001-18,000 18001+	Per Month Per 1,000 gallons Per 1,000 gallons Per 1,000 gallons Per 1,000 gallons	Resolution 07-16-2013B Resolution 07-16-2013B Resolution 07-16-2013B Resolution 07-16-2013B Resolution 07-16-2013B
Sewer	Base Rate Per 1,000 gal over base	Per Month (winter water usage)	Resolution 6-1-2010C Resolution 07-16-2013B
Sewer - Nonresident	Double average resident rate	Per Month	Resolution 12-8-2009A
Garbage	1 Toter Each Additional Toter	Per Month Per Month/min. 6 mths	Resolution 6-16-2009A Resolution 07-16-2013B
Storm Drain/Flood Control Central Utah Water Conservancy (CUP) Pressurized Irrigation (Add to base rate)	Base Rate Lot Size-1/4 acre or less 1/4 acre to 1/3 acre 1/3 acre to 1/2 acre Large Water Users determined by City	Per Month Per Month Per Month Per Month Per Month/min. 6 mths	Resolution 07-16-2013B Resolution 07-16-2013B Resolution 6-19-2007A Resolution 2-3-2009A Resolution 6-19-2012B Resolution 6-19-2012B Resolution 6-19-2012B Resolution 4-15-2003A Resolution 6-16-2009A Resolution 6-16-2009A Resolution 6-18-2002A Resolution 6-7-2011C Resolution 9-20-2011B Resolution 07-16-2013B Resolution 2-7-2012A
Recycling	1 Toter Each Additional Toter	Per Month Per Month/min. 6 mths	Resolution 6-19-2007A Resolution 2-3-2009A
Set-up Fee	Base Rate	Per Month (Begins 3-1-2009)	Resolution 2-3-2009A
Paramedic Fee	Lot Size-1/4 acre or less 1/4 acre to 1/3 acre 1/3 acre to 1/2 acre	Per Month Per Month Per Month	Resolution 6-19-2012B Resolution 6-19-2012B Resolution 6-19-2012B
Bankruptcy Deposit (customers filing bankruptcy) ACH/EFT/eCheck NSF	Large Water Users determined by City 1 Toter Each Additional Toter	Per Month Per Month/min. 6 mths Per Month/min. 6 mths	Resolution 4-15-2003A Resolution 6-16-2009A Resolution 6-16-2009A Resolution 6-18-2002A Resolution 6-7-2011C Resolution 9-20-2011B Resolution 07-16-2013B Resolution 2-7-2012A
Infrastructure Capacity Fee	Commercial Business in Residential Zones (in addition to culinary rates)	Per Account Per Month within 30 days Per 1,000 gallons of culinary water	Resolution 6-18-2002A Resolution 6-7-2011C Resolution 9-20-2011B Resolution 07-16-2013B Resolution 2-7-2012A

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:

Utility Fees (Per ERU)	
Water (No PI Available)	
Base Rate (no usage)	\$ 6.80
1 – 8,000 gallons	\$ 1.49
8,001 – 12,000 gallons	\$ 1.49
12,001 – 18,000 gallons	\$ 1.49
18,000+ gallons	\$ 1.49

**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 6th DAY OF JANUARY, 2015.

Gary R. Gygi, Mayor

ATTEST:

Colleen A. Mulvey City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	1/6/2015

City Council Agenda Item

SUBJECT:	Appointment of Mayor Pro-Tempore
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker, City Manager
BACKGROUND AND FINDINGS: Consistent with UCA 10-3b-302 and City Code 1-5-3, MAYOR AS MEMBER OF CITY COUNCIL; the terms and scope of the duties of Mayor Pro Tempore are defined. In summary, the mayor pro tempore shall have all of the powers and duties of the mayor during his absence, disability or refusal to act. The election of a mayor pro tempore shall be entered in the minutes of the meeting. Councilmember Rees and Councilmember Augustus have both served most diligently in previous years; the next council member to serve would be Councilmember Zappala. The term would begin January 6, 2015 and continue to January 5, 2016.	
PREVIOUS LEGISLATIVE ACTION: The previous mayor pro tempore is Councilmember Augustus.	
FISCAL IMPACT: N/A.	
SUPPORTING DOCUMENTS: N/A.	
RECOMMENDATION: Staff recommends the City Council elect a member of the City Council as mayor pro tempore for the 2015 term ending January 5, 2016.	
MOTION: To elect Council Member _____ as Mayor Pro Tempore, who shall have all the powers and duties of the mayor during his absence, disability, or refusal to act according to State and City Codes.	



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	1/6/2015

City Council Agenda Item

SUBJECT:	Assignments to members of the City Council, Staff, and Residents to certain Boards, Committees and Entities.
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker, City Manager
BACKGROUND AND FINDINGS:	
<p>City Councilmembers, Staff and Residents act as resources, liaisons, and on some boards and committees may be voting members. The Mayor, with advice and consent of the City Council, makes assignments to various boards, committees and entities. The attached list includes the proposed assignments for confirmation with the advice and consent of the City Council.</p> <p>Staff is concerned about the appointment of a councilmember to the Board of Adjustments in either the role of member, or liaison to the Board. Utah State Code 10-9a-701 3b states, "An appeal authority may not entertain an appeal of a matter in which the appeal authority, or any participating member, had first acted as the land use authority." Additionally, an appeal authority training conducted by Craig Call, Executive Director for the Utah Land Use Institute, states that the appeal authority is neutral and unbiased, the findings of fact are based on substantial evidence included in the record of the proceedings and nothing else, and there are no "ex parte" contacts or political pressure. Based on Code and training received, staff feels that best practice going forward would that no appointment of a councilmember to serve as the liason/representative for the Board of Adjustments be made.</p>	
PREVIOUS LEGISLATIVE ACTION:	
N/A	
FISCAL IMPACT:	
N/A	
SUPPORTING DOCUMENTS:	
List of Mayor Gygi's assignments to various boards, committees and entities, along with the proposed Resolution.	
RECOMMENDATION:	
Staff recommends the City Council review Mayor Gygi's assignments and approve the proposed resolution.	
MOTION:	
To approve / not approve Resolution No. _____, a resolution assigning members of the City Council, Staff and Residents of the City of Cedar Hills, Utah, to certain Boards, Committees, and Entities.	



CEDAR HILLS

CITY OF CEDAR HILLS
10246 N CANYON ROAD, CEDAR HILLS, UT 84062

Officials

Mayor	ASSIGNMENTS, BOARDS, COMMITTEES, AND ENTITIES	Term Ends
Gary Gygi	<i>UTOPIA, Mountainland Association of Governments (MAG), County Council of Governments (CCOG), Utah League of Cities and Towns (ULCT), Finance Committee, Golf Finance Advisory Committee, Water Conservation Citizens Advisory Committee</i>	2017

Council

Trent Augustus	<i>General Plan Committee, Board of Adjustment</i>	2015
Rob Crawley	<i>Finance Committee, North Pointe Solid Waste, Emergency Preparedness</i>	2017
Mike Geddes	<i>Lone Peak Public Safety, Utah Valley Dispatch</i>	2015
Jenney Rees	<i>Communications, Planning Commission, Finance Committee, Family Festival, Cultural Arts and Events</i>	2015
Daniel Zappala	<i>Communications, Technology, Parks & Trails Committee</i>	2017

CITY RECORDER

Colleen Mulvey

CITY TREASURER

David Bunker

PLANNING COMMISSION

Term Ends

Chair	Glenn Dodge	2016
Vice Chair	Donald Steele	2016
Member	Craig Clement	2015
Member	David Driggs	2017
Member	Bradley Weber	2017
Alternate#1	Jeff Dodge	2015
Alternate#2	John Dredge	2015
Alternate#3	LoriAnn Spear	2015

BOARD OF ADJUSTMENT

Term Ends

Chair	Priscilla Leek	2016
	Jeff Lindstrom	2017
	Darin Lowder	2015
	Charelle Hagen	2019
	<i>Vacancy</i>	2020

NORTH UTAH VALLEY ANIMAL SHELTER

Chandler Goodwin

TIMPANOGOS SPECIAL SERVICE DISTRICT

David Bunker

YCC LIAISON, CELEBRATIONS AND EVENTS

Greg Gordon

TOWN HALL CITIZENS COMMITTEE

Members Angela Johnson
Darin Lowder

GOLF FINANCE ADVISORY COMMITTEE

Chair Gary Gygi
Members Charl Louw
David Bunker
Mark Webb
Priscilla Leek
Rick Stewart
Rob Crawley
Rob Olsen
Trent Augustus

FAMILY FESTIVAL COMMITTEE

Chair Keith Irwin
Members Jerianne Conroy
Angela Johnson
Ben Cahoon
Daryl Acumen
Emily Cox
Gary Gygi
Greg Gordon
Jenney Rees
Joe Phelon
Madee Proffit
Marisa Wright
Melissa Willie
Michael Stuy
Rob Olsen

GENERAL PLAN CITIZENS ADVISORY COMMITTEE

Chair Trent Augustus
Members Gary Gygi
Adrian Juchau
Brian Miller
Craig Clement
David Driggs
Jennifer Miller
Kenneth Lemmon
Steve Mastin
Craig Hansen
Ken Young
Chandler Goodwin
David Bunker

WATER CONSERVATION CITIZENS ADVISORY COMMITTEE

Chair Richard Noble
Members Betty Jo McKinlay
Brad Daley
Cliff Chandler
David Bunker
Gary Gygi
Jeff Maag
Joel Wright
Jon Traveller
Paul Blaine Clyde
Priscilla Leek
Randy Gehring

CULTURAL ARTS CITIZENS ADVISORY COMMITTEE

Chair Gary Gygi
Members Curt Peterson
David Osmond
Jared Osmond
Johanne Perry
Missy Peterson
Rebecca Gleason
Steve Perry
Tom Gleason
Jenny Rees

**BEAUTIFICATION, RECREATION, PARKS AND TRAILS
CITIZENS ADVISORY COMMITTEE**

Chair Boyd Wilkins
Members Adrian Juchau
Susan Johnson
Melissa Willie
Jenny Rees

RESOLUTION NO. _____

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

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

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

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

PASSED AND APPROVED this 6th day of January, 2015.

Gary R. Gygi, Mayor

ATTEST:

Colleen A. Mulvey, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Jeff Maag, PW Director
DATE:	1/6/2015

City Council Agenda Item

SUBJECT:	Parks Maintenance Agreement Extension
APPLICANT PRESENTATION:	None
STAFF PRESENTATION:	Jeff Maag
BACKGROUND AND FINDINGS: The City has contracted with Wilkinson Outdoor Maintenance since 2004 for the maintenance of city parks, open spaces and city facilities landscaping. In the opinion of staff, the areas maintained by Wilkinson are kept in superb condition. Wilkinson is very attentive to detail, and is very responsive to suggestions or additional maintenance items. The current agreement allows for an additional 3-year contract extension. Wilkinson desires to execute a 3 year contract extension (January 1, 2015 - December 31, 2017) per the agreement with a 2% annual adjustment.	
PREVIOUS LEGISLATIVE ACTION: Wilkinson Outdoor Maintenance currently contracts with the City for city parks, open spaces and city facilities landscape maintenance.	
FISCAL IMPACT: Annual Contract for 2015, \$117,300.00	
SUPPORTING DOCUMENTS: See Park Maintenance Contract, as amended per City Council 1/8/08	
RECOMMENDATION: Staff recommends that City Council enter into a 3-year Park Maintenance Contract extension with Wilkinson Outdoor Maintenance.	
MOTION: To approve/not approve the Park Maintenance Contract extension with Wilkinson Outdoor Maintenance for an approximate amount of \$117,300.00. Duration of the contract will be for a period of 3 years from January 1, 2015 to December 31, 2017, with an annual increase of 2%.	

**CITY OF CEDAR HILLS
PARKS MAINTENANCE CONTRACT**

The City of Cedar Hills, Utah, a municipal corporation and political subdivision of the State of Utah, with its primary place of business located at 3925 West Cedar Hills Drive, Cedar Hills, Utah (hereinafter referred to as "CITY") and Wilkinson Outdoor Maintenance, located at 3626 N. Blue Sage Road, Morgan, Utah (hereinafter referred to as "CONTRACTOR"), herewith enter into this Contract for services, effective as of January 1, 2008.

1. **RECITALS.** The CITY and CONTRACTOR recite and declare:
 - A. CONTRACTOR is willing to provide services to CITY, and CITY is willing to accept services from and compensate CONTRACTOR for said services subject to the terms, covenants and conditions set forth in this Contract.
 - B. For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this Contract, CITY and CONTRACTOR agree as follows:

2. **SERVICES.**
 - A. CONTRACTOR herewith agrees to perform the following services:
 - (1) Mow, trim and edge all city-owned lawn areas once per week.
 - (2) Cleanup of all grass clippings, trimmings and other material.
 - (3) Provide and plant all flower bed areas.
 - (4) Provide weed control in all shrub and flower bed areas.
 - (5) Pruning small trees and shrubs as necessary to control growth.
 - (6) Replace any trees or shrubs that are damaged by CONTRACTOR.
 - (7) Fertilize all lawn as outlined as follows or further agreed upon in writing.
 - a. early application of slow-release, pre emergent fertilizer
 - b. late Spring application of 50-50 slow release fertilizer
 - c. early fall application of 50-50 slow release fertilizer
 - (8) Provide sprinkler system maintenance during the year, including:
 - a. provide quality replacement parts for sprinkler system
 - b. labor to install and repair sprinkler system
 - c. load and check sprinkler lines
 - d. adjust and clean sprinkler heads, as needed
 - e. provide Spring charge up of systems and Fall winterizing

- (9) Maintain playground areas by tillage or weed removal.
 - (10) Remove trash from lawns and parking areas.
 - (11) Remove noxious weeds in sidewalks and parking areas.
 - (12) Broad leaf weed control, spring application.
 - (13) All other needed issues shall be subjected to the man-hour rate of \$35, equipment not included.
 - (14) All work must meet the approval of the Public Works Director.
 - (15) CITY shall pay for any and all parts for repairs necessary for water delivery to the City sprinkler system.
- B. CONTRACTOR shall be responsible to ensure that the services set forth above are performed in a timely manner as established by the CITY.
- C. CONTRACTOR shall perform such duties as specified by this Contract and are customarily performed during the course of performing the above noted services.
- D. CONTRACTOR is to provide all tools and equipment necessary to perform this Contract, together with all necessary personnel and manpower to satisfactorily provide maintenance services.
- E. All work required to be performed by this Contract shall be completed between the hours of 7:00 a.m. and 9:30 p.m. Monday through Saturday and to the satisfaction of the CITY in a safe and workmanlike manner.
3. BEST EFFORT OF CONTRACTOR. CONTRACTOR agrees that he will at all times faithfully, industrially, and to the best of his ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of CITY.
4. TERM OF CONTRACT. This Contract shall be in effect beginning January 1, 2008, and ending on, or at any time before, December 31, 2011. At the end of this term, the CONTRACTOR may be extended no more than two (2) three-year (3-year) terms if agreed by CITY and CONTRACTOR.
5. TERMINATION OF CONTRACT. This Contract shall expire on or before December 31, 2011. In addition, the CITY or the CONTRACTOR shall have the right to terminate this Contract without cause with ninety-days (90-days) written notice to the other.
6. COMPENSATION OF CONTRACTOR. CITY shall pay CONTRACTOR, and

CONTRACTOR shall accept from CITY, in full payment for CONTRACTOR's services under this Contract, \$67,724 for the first year (2008) with an annual increase of two percent (2%) each year. This amount shall be paid on a monthly basis as invoiced by CONTRACTOR. Payment shall be made within thirty (30) days after date receipt of invoice. Additional parks that are brought on line are subject to a per acre rate to be determined.

7. RETURN OF EQUIPMENT ON TERMINATION OF EMPLOYMENT. On termination of this Contract by either CITY or CONTRACTOR, or at the termination of CONTRACTOR, all CITY property in the possession of CONTRACTOR shall be promptly returned to CITY by CONTRACTOR.
8. BENEFITS. CONTRACTOR shall have no right to, and shall not be provided with, any benefits.
9. HOLD HARMLESS/INDEMNIFICATION. CONTRACTOR herewith agrees to indemnify and hold the CITY, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief that can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the CONTRACTOR, the CITY or their respective officers, officials, agents, or employees, or any person or persons.
10. OUTSIDE AGREEMENTS. This Contract contains the complete agreement concerning the employment arrangement between the CITY and CONTRACTOR and shall, as of the effective date hereof, supersede all other contracts between the CITY and CONTRACTOR. The CITY and CONTRACTOR stipulate that neither of them have made any representations with respect to the subject matter of this Contract or any representations including the execution and delivery of this Contract except such representations as are specifically set forth in this Contract and the CITY and CONTRACTOR acknowledge that each has relied on its own judgment in entering into this Contract. The CITY and CONTRACTOR further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Contract are of no effect and that neither of them has relied thereon in connection with their dealings with the other.
11. MODIFICATION OF CONTRACT. Any modification of this Contract or additional obligation assumed by either the CITY or CONTRACTOR in connection with this Contract shall be binding only if evidenced by writing signed by the CITY and CONTRACTOR or an authorized representative of the CITY or CONTRACTOR.
12. CHOICE OF LAW. It is the intention of the CITY and CONTRACTOR that this Contract and the performance under this Contract, and all suits and special proceedings under this Contract, be construed in accordance with and under and pursuant to the laws

- of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Contract, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted, with the exception that any action arising out of federal law shall be construed in accordance with and under and pursuant to the federal laws at issue.
13. **NO WAIVER.** The failure of either the CITY or the CONTRACTOR to insist upon the performance of any of the terms and conditions of this Contract, or the waiver of any breach of any of the terms and conditions of this Contract, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
 14. **EFFECT OF PARTIAL INVALIDITY.** The invalidity of any portion of this Contract for any reason will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Contract is held to be invalid, the CITY and CONTRACTOR agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both the CITY and CONTRACTOR subsequent to the expungement of the invalid provision.
 15. **LIABILITY AND WORKERS COMPENSATION INSURANCE.** CONTRACTOR warrants that CONTRACTOR has obtained and will maintain liability insurance sufficient to support CONTRACTOR's hold-harmless indemnification promise. CONTRACTOR further warrants that CONTRACTOR has obtained and will maintain workers compensation insurance as may be required by state law.
 16. **UNDERSTANDING AND EFFECT OF CONTRACT.**
 - A. CITY and CONTRACTOR acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into agreement.
 - B. CITY and CONTRACTOR warrant that they enter into this Contract with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
 - C. CITY and CONTRACTOR warrant that they have entered into the releases and waivers contained in this Contract voluntarily and that they make them without any duress or undue influence of any nature by any person.
 17. **PARAGRAPH HEADINGS.** The titles to the paragraphs of this Contract are solely for the convenience of the CITY and CONTRACTOR and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.

In witness whereof, the CITY and CONTRACTOR have caused this Contract to be executed on

the date indicated below.

3-20-08
Date

WILKINSON OUTDOOR MAINTENANCE

Chris Wilkinson
Contractor

CITY OF CEDAR HILLS

3/20/08
Date

Konrad Hildebrandt
Konrad Hildebrandt, City Manager

Attest:

Kim E. Holindrake
Kim E. Holindrake, City Recorder





CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	1/6/2015

City Council Agenda Item

SUBJECT:	Utah Transportation Coalition Agreement
APPLICANT PRESENTATION:	n/a
STAFF PRESENTATION:	David Bunker, City Manager
BACKGROUND AND FINDINGS: <p>The Utah League of Cities and Towns and the Salt Lake Chamber have formed the Utah Transportation Coalition on behalf of cities and towns throughout Utah. The coalition is seeking to build support for major investment in Utah's transportation system, which will preserve Utah's quality of life, bolster economic growth, improve personal health and air quality, and provide maximum value to all Utahns.</p> <p>The Utah Transportation Coalition is seeking financial support to hire a consultant to provide transportation issues research, issue advocacy and public awareness campaign, issue a local government tool kit, provide legislative and governmental relations. As part of the Agreement for professional services, the City of Cedar Hills has been asked to pledge \$250.</p>	
PREVIOUS LEGISLATIVE ACTION: N/A	
FISCAL IMPACT: \$250	
SUPPORTING DOCUMENTS: Utah Transportation Coalition Agreement	
RECOMMENDATION: Staff recommends the City Council review the Utah Transportation Coalition Agreement and take action to approve the agreement.	
MOTION: To approve/not approve the Utah Transportation Coalition Agreement with an associated cost of approximately \$250, pending legal review.	



October 27, 2014

Mayor Gary Gygi, Cedar Hills
10246 North Canyon Road
Cedar Hills, UT 84062

Dear Mayor Gygi,

Whether you drive on roads, bike on paths, cruise on ATVs, hop on the bus, or walk on the sidewalk, transportation is a part of your daily life. Which roads do you avoid? Where does your sidewalk end? How often do your kids stay inside because of the inversion? You hear from residents how they expect not only well-maintained roads but also transit, ATV, and active transportation options. You have to do more with less and the traditional resources are diminishing. We live in a new era of transportation—we must have a new vision for funding it.

At this year's Utah League of Cities and Towns Annual Convention, the ULCT membership passed a resolution that identified the need for transportation funding and recommended a legislative solution. **We must expand funding for local transportation NOW.**

We recognize the power in numbers. The Utah League of Cities and Towns, Utah Association of Counties, and the Salt Lake Chamber have formed the Utah Transportation Coalition. The Coalition's goal is to build support for major investment in Utah's transportation system per Utah's Unified Transportation Plan, preserve Utah's quality of life, bolster economic growth, improve personal health and air quality, and provide maximum value to all Utahns.

The Coalition will roll out a communications campaign to generate public and political support for comprehensive transportation solutions and to fund the Unified Transportation Plan across the state. We have provided a sample interlocal agreement for your city/town to review, prepare, and enact to join the Coalition. The Coalition will provide a communication toolkit that you can use as is (without additional staff work) or personalize the materials for your community, including newsletter messages, utility fee inserts, social media messages and a city council resolution.

We need Cedar Hills's financial support of \$250 to join together with all other Utah cities, towns, counties, and chambers. The private sector has pledged the majority of the needed amount and they are asking for local government to stand shoulder to shoulder in the effort—a public-private partnership that will make a difference. Please adopt an interlocal agreement (based on the enclosed sample) and support the Coalition. For more information, contact Abby Albrecht at the Utah Transportation Coalition at (801) 831-6116 or at abby.albrecht@gcinc.com.

Thank you for your partnership and your support.

Lane Beattie
President/CEO of Salt Lake Chamber

Ken Bullock
Executive Director, Utah League of Cities & Towns



Project Name: Utah Transportation Coalition / Salt Lake Chamber

AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

_____ **CITY**
and
Salt Lake Chamber of Commerce

THIS AGREEMENT made and entered into this ____ day of November, 2014, by and between _____, a municipal corporation (hereinafter referred to as "City", and SALT LAKE CHAMBER (hereinafter referred to as "Consultant").

The City and Consultant agree as follows:

1. **RETENTION AS CONSULTANT**

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Paragraph 2. Consultant warrants it has the qualifications, experience and facilities to properly perform said services.

2. **DESCRIPTION OF SERVICES**

Task 1: Transportation Issues Research and Analysis:

The Consultant shall research and analyze transportation funding in Utah at both the State and local level, and use this data to suggest improvements and enhancements to funding transportation in Utah.

These Services shall be completed on June 30, 2015.

Task 2: Transportation Issue Advocacy and Public Awareness Campaign:

The Consultant shall create an issue advocacy and public awareness campaign related to Utah's need for improved transportation, and how improved transportation can benefit Utah's economy, air quality, and quality of life. This advocacy and public awareness campaign will include strategic communications planning, advertising media, advertising purchases, public events, online media, social media, editorial content, and other communications tools.

These Services shall be completed on June 30, 2015.

Task 3: Transportation Issue Local Government Tool Kit:

The Consultant shall deliver to each municipality a Transportation advocacy tool kit, consisting of but not limited to social media content, utility bill insert content, a city specific fact sheet detailing transportation funding in the individual municipality, editorial content for local papers, website content, and other items to support and aid local governments in discussing their transportation needs with residents.

These Services shall be completed on June 30, 2015.

Task 4: Legislative and Governmental Relations:

The Consultant shall work with the Utah League of Cities and Towns and the Utah Association of Counties to educate legislators about state and local transportation funding issues. No lobbyists will be engaged in this effort; however individuals required by State law to register as lobbyists working on behalf of these organizations will be involved.

- (1) Workers compensation insurance adequate to protect Consultant from claims under workers compensation acts.
- (2) Professional errors and omissions insurance in the amount of \$2,000,000, and
- (3) General personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$2,000,000 each claimant and \$2,000,000 each occurrence for the injury or death of person or persons and property damage.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah.

7. RELATIONSHIP OF THE PARTIES

The relationship of the parties to this *Agreement* shall be that of independent contractors and that in no event shall **Consultant** be considered an officer, agent, servant, or employee of **City**. The **Consultant** shall be solely responsible for any workers compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

8. TERMINATION BY CITY

The **City**, by notifying **Consultant** in writing, may upon ten (10) calendar days notice, terminate any portion or all of the services agreed to be performed under this *Agreement*.

9. WAIVER/REMEDIES

Failure by a party to insist upon the strict performance of any of the provisions of this *Agreement* by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this *Agreement* or at law or in equity shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

10. CONSTRUCTION OF LANGUAGE

The provisions of this *Agreement* shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders and vice versa.

11. MITIGATION OF DAMAGES

In all situations arising out of this *Agreement*, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

IN CONCURRENCE AND WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES EFFECTIVE ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

_____ CITY:

Attest

Signature

City Recorder

Print Name

Approved as to Form

Date

Municipal Legal Counsel

CONSULTANT:



Signature

Lane Beattie, President and Chief Executive Officer

Date

State of Utah)

:ss

County of Salt Lake)

On this _____ day of _____, 2014, personally appeared before me

_____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the President and Chief Executive Officer [title], of The Salt Lake Chamber of Commerce [name of corporation], a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Notary Public