



**CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Tuesday, October 3, 2017 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, October 3, 2017, 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, Pledge led by C. Rees and Invocation given by C. Andersen
2. Approval of Meeting's Agenda
3. Public Comment: Time has been set aside for the public to express their ideas, concerns and comments (comments limited to 3 minutes per person with a total of 30 minutes for this item)

CONSENT AGENDA (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)

4. Appointment of Vic White, Steve Mastin & Sue Mastin to the Beautification, Recreation, Parks and Trails Citizens Advisory Committee

CITY REPORTS AND BUSINESS

5. City Manager
6. Mayor and Council

SCHEDULED ITEMS

7. Review/Action on Amendments to the City Code Title 3, Chapter 1, Relating to Solicitation
8. Review/Action on Adoption of a No-fault Insurance Policy for the City of Cedar Hills

ADJOURNMENT

9. Adjourn

Posted this 2nd day of October, 2017

/s/ Colleen A. Mulvey, City Recorder

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



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	October 3, 2017

City Council Agenda Item

SUBJECT:	Review/Action on Solicitation in Cedar Hills
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Manger

BACKGROUND AND FINDINGS:

Based on Council feedback from the August meeting, staff is proposing to amend the Cedar Hills Municipal Code as follows:

3-1D-9: NO SOLICITATION NOTICE:

B. The display of such sign or placard shall be deemed to constitute notice to any solicitor that the inhabitant of the residence does not desire to receive and/or does not invite solicitors, nor shall solicitors leave any advertisements, door hangers, material, or any form of literature at any residence displaying a “No Solicitation” sign.

3-1D-10: DUTIES OF SOLICITORS:

D. It is a violation of this article for any person soliciting or advocating to knock on the door, ring the doorbell, leave any advertisements, door hangers, material, or literature at the residence, or in any other manner attempt to attract the attention of an occupant of a residence that bears a “No Solicitation” sign for the purpose of engaging in or attempting to engage in advocating, home solicitation sale, door to door soliciting, or soliciting.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

See Cedar Hills Municipal Code 3-1D

RECOMMENDATION:

Direct staff on any possible alterations to City Code 3-1D

MOTION:

To approve ordinance _____, amending the City of Cedar Hills Municipal Code, Title 3, Section 1, Article D, relating to solicitation, subject to the following changes {LIST ANY APPLICABLE CHANGES}.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 1, ARTICLE D OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH, RELATING TO BUSINESS LICENSING: SOLICITATION.

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

**PART 1
AMENDMENTS**

Title 3, Chapter 1, Article D of the City Code is hereby amended to read as follows:

3-1D-9: NO SOLICITATION NOTICE:

B. The display of such sign or placard shall be deemed to constitute notice to any solicitor that the inhabitant of the residence does not desire to receive and/or does not invite solicitors, **nor shall solicitors leave any advertisements, door hangers, material, or any form of literature at any residence displaying a “No Solicitation” sign.**

3-1D-10: DUTIES OF SOLICITORS:

D. It is a violation of this article for any person soliciting or advocating to knock on the door, ring the doorbell, **leave any advertisements, door hangers, material, or literature at the residence,** or in any other manner attempt to attract the attention of an occupant of a residence that bears a “No Solicitation” sign for the purpose of engaging in or attempting to engage in advocating, home solicitation sale, door to door soliciting, or soliciting.

**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 3.

D. PENALTY

Hereafter these amendments shall be construed as part 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 THE CITY OF CEDAR HILLS, UTAH, THIS 19TH DAY OF SEPTEMBER, 2017.

APPROVED:

Gary R. Gygi, Mayor

ATTEST:

Colleen A. Mulvey, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	10/3/2017

City Council Agenda Item

SUBJECT:	Review/Action on a No-Fault Utility Claims Program
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	Chandler Goodwin, City Manager

BACKGROUND AND FINDINGS:
 Based on the recent pressurized irrigation line break that occurred in May that resulted in four homes being flooded, the City has worked with Olympus insurance to begin to establish a no-fault utility claims program. The program establishes criteria and owners responsibilities that must be met in order to receive assistance; additionally, the assistance from the city is limited as the policy establishes a maximum payout. There is a need for this type of policy to be established in Cedar Hills as we experience a utility line failure periodically. In the past the City Council has not had a policy to guide their decision making, and as a result has looked to past actions to determine how to respond to various incidents. This program not only establishes a policy in the case of a utility failure event, but also provides informational brochures for the public on sewer backups, insurance, and prevention.

PREVIOUS LEGISLATIVE ACTION:

FISCAL IMPACT:
 A fund would be established in the next fiscal year budget to cover these types of events.

SUPPORTING DOCUMENTS:
 No-Fault Culinary Water, Sanitary Sewer and Storm-Water Sewer Failure Claims Program, Model Sanitary Sewer Article and Informational Packet

RECOMMENDATION:
 Staff recommends that the council adopt the no-fault program and direct staff to establish a fund in the next fiscal year budget to address these types of claims.

MOTION:
 To adopt/not adopt resolution _____ adopting the No-Fault Culinary Water, Sanitary Sewer, and Strom Water Sewer Failure Claims Program, subject to the following changes {LIST ANY PROPOSED CHANGES}.

City of Cedar Hills

No-Fault Culinary Water, Sanitary Sewer and Storm Water Sewer Failure Claims Program

The purpose of this program is to assist in the cleanup of real and personal property, and/or compensate persons for the loss of real or personal property, destroyed or damaged as the result of a backup of city culinary water, sanitary sewer or storm sewer facilities, regardless of fault, within the restrictions, limitations and other provisions of this policy.

Cleanup of Real and Personal Property:

- (A) The [responsible position] may, in accordance with the city's standard procurement procedures, engage the services of one or more cleanup contractors to perform cleanup services at the direction of the [responsible position] on an as-needed basis.
- (B) Upon discovering backup described in this Policy, a property owner should immediately notify the [responsible position] of such event.
- (C) Upon notification of the occurrence of the event, the [responsible position] may contact a cleanup contractor under contract with the city pursuant to subsection (A) above, and direct the cleanup contractor to perform all cleanup work at the premises, in accordance with established cleanup criteria.
- (D) In the event the property owner engages the services of a cleanup contractor prior to notifying the [responsible position] of the event, the city may reimburse the property owner for actual expenses incurred by the property owner, but only up to the amount the city would have paid its own cleanup contractor under subsection (C) above.
- (E) In the event any real or personal property cannot, in the reasonable judgment of the [responsible position], be restored to its pre-event condition, in accordance with the cleanup criteria, the city may pay to the property owner the estimated fair market or actual cash value (not the replacement value) at the time of the event, of such real or personal property, with the exception that carpet and major appliances will be replaced with new like-kind items.
- (F) In no event will the city pay, or reimburse the property owner for the payment of special or consequential damages.

Establishment of Cleanup Criteria:

The [responsible position] may, from time to time, establish cleanup criteria which will govern the city's cleanup and payment responsibilities under this Policy. In establishing such cleanup criteria, the [responsible position] may give due consideration to generally available health guidelines, recommendations from governmental and academic experts, and other

sources of guidance reasonably deemed by the [responsible position] to be balanced, unbiased, and protective of health and safety.

Application - Time Limitations:

Any request for reimbursement of cleanup expenses under this policy, or payment of fair market value, may be made by filing a written application in such form as prescribed by the [responsible position]. Such application must be submitted to the city [responsible position] within thirty (30) days after the occurrence of the event.

Qualification for Assistance:

An application or request for assistance or payment under this Policy may qualify only if the [responsible position], after due inquiry or investigation, makes an affirmative determination that the event was the result of a failure of city facilities, and that none of the following circumstances apply:

- (A) The loss was the result of a force majeure including but not limited to acts of God, acts of public enemies, insurrections, riots, war, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, civil disturbances, explosions, acts of terrorism, sabotage, or any other similar cause or event not reasonably within the city's control;
- (B) The loss was caused by either an act or omission of the property owner, the property owner's agent, or a member of the property owner's family or business;
- (C) The property owner failed to file a claim hereunder in a timely manner, or failed to comply with any other procedural requirements of this Policy;
- (D) The loss is the result of intentional or negligent acts of third parties; or
- (E) The loss is wholly covered by private insurance. The city may pay at their discretion the deductible up to the level private insurance.

Reduction in Assistance:

The city may limit any assistance, or reduce any payment, under this Policy based upon any of the following:

- (A) The property owner did not act responsibly to prevent, avoid or minimize the loss;

- (B) The property owner is unable to fully substantiate or document the extent of the loss;
- (C) The loss is partially covered by private insurance.

Maximum Payments:

Without the express action of the city council, no assistance or payment under this Policy may exceed any of the following:

- (A) Five thousand dollars (\$5,000) per application or location; or
- (B) Twenty-Five thousand dollars (\$25,000) per incident.

Should a catastrophic event occur, the \$25,000 per incident limitation will be prorated against all losses where assistance is requested unless additional funding is approved by the governing authority.

Payment Does Not Imply Liability:

Any assistance or payment made under this Policy shall not be construed as, and does not imply, an admission of negligence or responsibility on the part of the city for any damage or loss. Any assistance or payment made under this Policy is strictly voluntary on the part of the city. This Policy shall not in any way supersede, change or abrogate the state government immunity act, Utah Code Annotated, section 63-30-1 et seq., as amended, or its successor, and its application to the city, or establish in any person a right to sue the city under this Policy. Any assistance or payment made under this Policy and accepted shall constitute a full and complete release of any and all claims against the city, its officers, employees and agents arising from the incident.

Budget Expenditures:

The city authorizes a fund from which amounts may be drawn to make the foregoing assistance or payments. Such fund may be established from the ordinary rate structure of the city.

Claims from Other Governmental Agencies:

Notwithstanding any other provisions of this Policy, no application shall be accepted from the United States or any of its agencies, the State of Utah or any political subdivision.

RESOLUTION NO. _____

A RESOLUTION ADOPTING A NO-FAULT CULINARY WATER, SANITARY SEWER AND STORM WATER SEWER FAILURE CLAIMS PROGRAM FOR THE CITY OF CEDAR HILLS, UTAH.

WHEREAS, the City of Cedar Hills desires to establish a program to assist residents in the event that a municipally owned utility line breaks and damages private property, and

WHEREAS, the City of Cedar Hills desires to establish a standard of review for claims against the City in the event of a utility line break,

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Cedar Hills, Utah County, Utah, as follows:

No-Fault Culinary Water, Sanitary Sewer and Storm Water Sewer Failure Claims Program

The purpose of this program is to assist in the cleanup of real and personal property, and/or compensate persons for the loss of real or personal property, destroyed or damaged as the result of a backup of city culinary water, sanitary sewer or storm sewer facilities, regardless of fault, within the restrictions, limitations and other provisions of this policy.

Cleanup of Real and Personal Property:

- (A) The [responsible position] may, in accordance with the city's standard procurement procedures, engage the services of one or more cleanup contractors to perform cleanup services at the direction of the [responsible position] on an as-needed basis.
- (B) Upon discovering backup described in this Policy, a property owner should immediately notify the [responsible position] of such event.
- (C) Upon notification of the occurrence of the event, the [responsible position] may contact a cleanup contractor under contract with the city pursuant to subsection (A) above, and direct the cleanup contractor to perform all cleanup work at the premises, in accordance with established cleanup criteria.
- (D) In the event the property owner engages the services of a cleanup contractor prior to notifying the [responsible position] of the event, the city may reimburse the property owner for actual expenses incurred by the property owner, but only up to the amount the city would have paid its own cleanup contractor under subsection (C) above.
- (E) In the event any real or personal property cannot, in the reasonable judgment of the [responsible position], be restored to its pre-event condition, in accordance with the cleanup criteria, the city may pay to the property owner the estimated fair market or

actual cash value (not the replacement value) at the time of the event, of such real or personal property, with the exception that carpet and major appliances will be replaced with new like-kind items.

- (F) In no event will the city pay, or reimburse the property owner for the payment of special or consequential damages.

Establishment of Cleanup Criteria:

The [responsible position] may, from time to time, establish cleanup criteria which will govern the city's cleanup and payment responsibilities under this Policy. In establishing such cleanup criteria, the [responsible position] may give due consideration to generally available health guidelines, recommendations from governmental and academic experts, and other sources of guidance reasonably deemed by the [responsible position] to be balanced, unbiased, and protective of health and safety.

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Qualification for Assistance:

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- (A) The loss was the result of a force majeure including but not limited to acts of God, acts of public enemies, insurrections, riots, war, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, civil disturbances, explosions, acts of terrorism, sabotage, or any other similar cause or event not reasonably within the city's control;
- (B) The loss was caused by either an act or omission of the property owner, the property owner's agent, or a member of the property owner's family or business;
- (C) The property owner failed to file a claim hereunder in a timely manner, or failed to comply with any other procedural requirements of this Policy;
- (D) The loss is the result of intentional or negligent acts of third parties; or
- (E) The loss is wholly covered by private insurance. The city may pay at their discretion the deductible up to the level private insurance.

Reduction in Assistance:

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Budget Expenditures:

The city authorizes a fund from which amounts may be drawn to make the foregoing assistance or payments. Such fund may be established from the ordinary rate structure of the city.

Claims from Other Governmental Agencies:

Notwithstanding any other provisions of this Policy, no application shall be accepted from the United States or any of its agencies, the State of Utah or any political subdivision.

**PASSED, APPROVED and ADOPTED by the City Council of the City of Cedar Hills, Utah,
this 3rd day of October, 2017.**

ATTEST:

Gary R. Gygi, Mayor

Colleen A. Mulvey, City Recorder