



**CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Tuesday, January 16, 2018 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 16, 2018, 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. Geddes and Invocation given by C. Ellsworth
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 City Code Title 10, Chapter 5, Section 27:Landscaping, Relating to Artificial Turf

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)

5. Appointment of Members to the Planning Commission
6. Minutes from the November 21, 2017 Work Session & City Council Meeting and the December 5, 2017 City Council Meeting

CITY REPORTS AND BUSINESS

7. City Manager
8. Mayor and Council

SCHEDULED ITEMS

9. Review/Action on Authorizing the Mayor to sign a Contract for Landscaping and Grounds Maintenance
10. Discussion on a Resident Survey Contract
11. Review/Action on an Interlocal Cooperation Agreement with Utah County Related to Canyon Road
12. Review/Action on an Ordinance Amending the City Code Title 10, Chapter 5, Section 27:Landscaping, Relating to Artificial Turf
13. Review/Action on an Ordinance Amending Title 7, Chapter 1, Relating to the Cedar Hills Watershed Protection Program
14. Discussion on a Resolution Relating to Restrictions on the Purchase or Construction of Public Buildings

ADJOURNMENT

15. Adjourn

Posted this 12th day of January, 2018

/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:	1/16/2018

City Council Agenda Item

SUBJECT:	Review/Action on Authorizing the Mayor to sign a Contract for Landscaping and Grounds Maintenance
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	Chandler Goodwin, City Manager
BACKGROUND AND FINDINGS:	
<p>Cedar Hills' contract with Wilkinson's Outdoor Maintenance expired at the end of calendar year 2017. In November, the City began the process of putting the request for qualifications out for bid. The deadline for submissions was January 10, 2018 at 2:00. The City received six proposals for landscaping services. After an initial review, based on proposed contract amounts and services offered, staff has eliminated four proposals. The remaining two proposals are being considered based on the following criteria:</p> <ul style="list-style-type: none"> -Qualifications and direct experience (30%) -Responses from references (20%) -Cost of the contract (40%) -Compliance with the requirements of the RFQ (10%) <p>Staff evaluations based on these criteria will be provided to the Council.</p>	
PREVIOUS LEGISLATIVE ACTION:	
N/A	
FISCAL IMPACT:	
Both final proposals fit within the adopted FY 2018 budget	
SUPPORTING DOCUMENTS:	
RFQ's from two top vendors (RFQ's contain proprietary information and will not be available to the general public). Staff evaluations will be provided to the Council.	
RECOMMENDATION:	
Review the two proposals based on the needs for Cedar Hills	
MOTION:	
To approve/not approve the award of the Landscaping and Grounds Maintenance Contract to _____, in the approximate amount of \$_____, subject to final negotiations with City officials.	



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	1/16/2018

City Council Agenda Item

SUBJECT:	Discussion on Survey Contract with Qualtrics
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Manager
BACKGROUND AND FINDINGS: Qualtrics provides software that allows for the city to interact with residents on key issues that are under consideration. The survey software allows for a “resident panel” to allow for feedback from various stakeholders; the information is useful to guide decision and policy making. The software can be used by the various departments to solicit targeted feedback from vested user groups (e.g. sending out a recreation survey only to those households who have participated in a rec program). Cedar Hills would need to enter into an agreement with Qualtrics to provide said services. The annual cost of the program would be \$9,000. This cost includes support, survey design, and help with interpreting results to find the statistically relevant information. Qualtrics representatives will be at the Council meeting to answer questions.	
PREVIOUS LEGISLATIVE ACTION: N/A	
FISCAL IMPACT: \$9,000 per fiscal year	
SUPPORTING DOCUMENTS: Proposed agreement with Qualtrics	
RECOMMENDATION: Review the proposal from Qualtrics for its merits and direct staff on Council priorities regarding the resident survey software.	
MOTION: No motion necessary, discussion item only.	



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	1/16/2018

City Council Agenda Item

SUBJECT:	Review/Action on Interlocal Agreement with Utah County Regarding Canyon Road Sewer Project
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	Jeff Maag, Public Works Director; Chandler Goodwin, City Manager

BACKGROUND AND FINDINGS:

Council directed staff to explore the possibility of completing the Canyon Road sewer project in tandem with Utah County's Canyon Road reconstruction project. Originally, the proposal was to extend a sewer line from Box Elder Dr. north to Mountaintop Trails. This line would service approximately eight Cedar Hills residents and sixteen Pleasant Grove residents. After meeting with Pleasant Grove city officials, staff is recommending that the project be scaled back to focus only on the Cedar Hills residents. The original placeholder projected cost was to be \$400,000; additionally a bid from the County for the design work of the original project came back at \$21,000. With the scaled back plans, staff is expecting the total cost of the project to be nearly half of the original placeholder amount. Bowen, Collins and Associates have given Cedar Hills a bid to design and inspect the project from start to finish of \$40,000.

The homes along Canyon Road are on septic systems. The County will not approve new septic systems in the event that they fail if a homeowner is within 300 ft of a sewer line. As these homes have aged in this area, staff has noticed an increasing amount of septic system failures. With the construction on Canyon Road, there will be a five year moratorium on cuts and projects on Canyon Road. If the City has not installed a sewer line by the completion of the project and a septic system fails, the City and Resident will be hard pressed to find options for providing sewer services.

Utah County has provided an interlocal agreement to proceed with the project. The agreement allows Cedar Hills to back out of the project should the Council make that decision. However, should the City proceed, the City will pay the County for the work performed on behalf of Cedar Hills. Kirton McConkie has reviewed the agreement. Staff has notified the affected residents of the agenda item.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

Approximately \$250,000 for the Canyon Road sewer project, connecting 16 homes to sewer, an additional \$50,000 would be spent on the Cedar Hills portion of the engineering for the project.

SUPPORTING DOCUMENTS:

Cedar Hills Interlocal Agreement_Construction Phase 12-29-17

RECOMMENDATION:

Staff recommends that Council review the Agreement for any changes that need to be made.

MOTION:

To approve/not approve the proposed interlocal agreement with Utah County on the Construction Phase 1, Canyon Road Sewer, subject to the following conditions {LIST ANY APPLICABLE CONDITIONS}.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND
THE CITY OF CEDAR HILLS RELATED TO CANYON ROAD**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT made and entered into the _____ day of _____, 2018 by and between Utah County, a political subdivision of the State of Utah, hereinafter referred to as County and the City of Cedar Hills, a political subdivision of the State of Utah, hereinafter referred to as Entity.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (Act), Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of Entity and County and,

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until terminated, but is no longer than 3 years from the date of this Agreement. This Agreement shall not become effective until it has been

reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office and the attorney for Pleasant Grove City. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, County, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

Section 3. PURPOSES

This Agreement has been established and entered into between the County and Entity for the reconstruction of Canyon Road/100 East (Road) which may include construction of various utility appurtenances and other improvements which benefit the Entity, that the Entity desires to have the County include in the design and construction of the project.

Section 4. PARTIES RESPONSIBILITIES

1. COUNTY shall:

- Execute a change order with the design consultant for the utility design requested by ENTITY
- provide and install utility improvements requested by ENTITY as part of the Road project, as more fully described in construction plans, when completed.

2. ENTITY shall:

- Provide written acceptance or denial of the design within 14 calendar days of

receipt of final construction drawings and prior to the advertisement for bids on the project.

- Provide written acceptance or denial of the construction bid additive alternate for utilities for ENTITY within 7 calendar days of bid opening and prior to the notice of award for bids on the project.
- Pay County for the work performed and improvements installed in conjunction with the Road project. ENTITY shall make payments to COUNTY as invoiced for the design, inspection, and construction of improvements. Payment shall be made within 30 days of invoice.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty (60) days after providing written notice of termination to the other parties. The Parties of this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

Section 6. INDEMNIFICATION

The Entity and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. (GIAU). Subject to the provisions of the GIAU, the Entity and County agree to indemnify and hold harmless the other party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that party, its officers, agents or employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Entity or the County under the GIAU.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County Clerk/Auditor of County and with the official keeper of records of Entity, and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 9. AMENDMENTS.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability

of the parties hereto, shall be governed by the laws of the State of Utah.

UTAH COUNTY

Authorized by Resolution No. 2018-____, authorized and passed on the ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
NATHAN IVIE, Chairman

ATTEST: BRYAN E. THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
JEFFREY R. BUHMAN, Utah County Attorney

By: _____
Deputy County Attorney

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, authorized and passed on the ____ day of _____, 2018.

By: _____
Mayor

ATTEST: _____
City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

By: _____
City Attorney



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	01-16-2018

City Council Agenda Item

SUBJECT:	Review/Action on a Watershed Protection Program Ordinance
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Manager

BACKGROUND AND FINDINGS:

State Code allows for municipalities to draft watershed protection programs that prevent pollution and contamination of streams and watercourses from which the residents of the city derive their water supply. The draft ordinance was adopted by American Fork City in response to potential development in American Fork Canyon. As Cedar Hills derives its culinary water supply from the same resources, it may be prudent to explore a similar ordinance that gives Cedar Hills the ability to voice concerns due to any development that may potentially be detrimental to the city's water supply. Legislation is being proposed that would prevent cities from establishing an extraterritorial jurisdiction over the sources that makeup the water source (See H.B. 135). The proposed legislation would only allow a city extraterritorial jurisdiction in the maintenance and operation of a waterworks system.

PREVIOUS LEGISLATIVE ACTION:

Item was discussed in Oct. 17, 2017 City Council Meeting

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

Utah State Code §10-8-15, Draft Watershed Protection Program Ordinance

RECOMMENDATION:

Review the proposed ordinance and make any necessary changes for adoption.

MOTION:

To approve/not approve Ordinance _____, adopting Title 7, Chapter 1, Article E, related to Restrictions and Regulations Over the City of Cedar Hills Watershed subject to the following conditions and amendments to the proposed code {LIST ANY CHANGES}.

ORDINANCE NO. _____

AN ORDINANCE CREATING A NEW SECTION IN TITLE 7, CHAPTER 1 OF THE CITY OF CEDAR HILLS CODE PROVIDING RESTRICTIONS AND REGULATIONS OVER THE CITY OF CEDAR HILLS WATERSHED AREA TO PROTECT THE CITY'S WATER QUALITY.

RECITALS

WHEREAS, The City of Cedar Hills seeks to promote the health, safety, morals, convenience, order, prosperity, and general welfare of The City of Cedar Hills; and

WHEREAS, the welfare of the citizens of The City of Cedar Hills would be served by the adoption of restrictions and regulations over the City's Watershed Area; and

WHEREAS, Utah Code Annotated Section 10-8-15 authorizes the City of Cedar Hills Council to enact ordinances preventing Pollution or contamination of the streams or Watercourses from which the City derives its water supply for domestic and culinary purposes; and

WHEREAS, the City of Cedar Hills Municipal Code does not presently contain any regulations or protections for the City's Watershed Area; and

WHEREAS, the City of Cedar Hills Council finds that the adoption of this ordinance would promote the health, safety and welfare of the City and its residents.

NOW THEREFORE, be it ordained by the City of Cedar Hills Council that:

Chapter 7-1 Article E Restrictions and Regulations over The City of Cedar Hills Watershed.

The provisions codified in this Chapter will be known and may be referred to as restrictions and regulations over the City of Cedar Hills Watershed Area, as that term is defined herein.

7-1E-1: Purpose and Intent.

It is the purpose of this Chapter to protect the City's water resources and to improve water quality by restricting and regulating conduct within the Watershed Area. It is the intent of the City to assert jurisdiction over the Watershed Area, including Aquifers and surface waters to the maximum extent allowed by federal, state, and county law and consistent with the Utah Drinking Water Source Protection Rule as adopted and/or amended by the State of Utah Department of Environmental Quality.

7-1E-2 Definitions.

For the purposes of this Chapter, the following terms, phrases and words will have the following meanings:

1. "Animal Enclosure" means a corral, sheep pen, pig pen, chicken coop, stable, or any offensive or contaminating yard relating to Animals.
2. "Animals" means any cattle, horses, sheep, or pigs.
3. "Aquifer" means an underground formation that contains and transmits ground water.
4. "Chemical Toilet" means a non-flush device wherein the Waste is deposited directly into a receptacle containing a solution of water and chemical housed in a permanent or portable structure.
5. "City" means the city of American Fork, Utah.
6. "Director" means the Director of the Public Works Department for the city of American Fork, Utah.
7. "Drinking Water Source Protection Rule" means the Utah Drinking Water Source Protection Rule as adopted by the State of Utah Department of Environmental Quality, Division of Drinking Water.
8. "Drinking Water Source Protection Zone" and "Water Protection Zone" mean those areas delineated or established by the City in accordance with standards set by the Utah Drinking Water Source Protection Rule.
9. "Owner" means any person who along, jointly or severally with others:
 - a. has legal or equitable title to any real property or premises, including dwellings or dwelling units, with or without accompanying actual possession thereof; or
 - b. has charge, care, or control of any real property, premises, dwellings, or dwelling units, as legal or equitable Owner or agent of the Owner, or an executor, administrator, trustee or guardian of the estate of the Owner, with or without possession.
10. "Permit" means a Permit that the Director issues pursuant to this Chapter.
11. "Pollution" means those contaminants to ground water identified as a "Pollution source" as defined in the Drinking Water Source Protection Rule.
12. "Portable or Temporary Toilet" means an outdoor toilet that can be picked up and moved and is not connected to a hole in the ground or a septic tank and is not plumbed into a municipal system leading to a Sewage treatment plant.
13. "Public Works Department" means the Public Works Department of the city of American Fork, Utah.

14. "Putrescible Material" means any organic material subject to biological decomposition with the production of offensive odors associated with anaerobic or aerobic conditions, including but not limited to dead animals, garbage, manure, and vegetable compost matter.
15. "Reservoir" means any natural or artificial lake or pond except a storm water detention basin.
16. "Septic Drain Field" or "Leach Field" means any subsurface Wastewater absorption system or facility used to remove contaminants, pollutants, and/or impurities from the liquids discharged from a septic tank.
17. "Septic Tank" means a watertight tank or receptacle that collects or receives Sewage and is designed and constructed to retain solids, digest organic matter through a period of detention, and allow liquids to discharge into soil outside of the tank, including but not limited to discharges made through a septic drain field or leach field.
18. "Sewage" means a combination of liquid or water-carried Wastes produced by man, animal, or fowl from residences, business buildings, institutions, industrial establishments, agriculture, recreation, and other locations including septic tanks, privy vaults, and cesspools, together with ground, surface, and storm water.
19. "Sewage Disposal System" means any system for the disposal of Sewage including, but not limited to closets, sewers, septic drain fields or leach fields, septic tanks, vault privies, toilets, and Chemical Toilets.
20. "Sewage Holding Tank" means a watertight receptacle which collects or receives Sewage and retains such Wastes until removal and subsequent disposal by scavenger operation.
21. "UCHD" means the Utah County Health Department.
22. "Vault Privy" means any facility wherein the Waste is deposited without flushing, into a vault or receptacle, which is usually installed below ground.
23. "Waste" means, for the purpose of this ordinance, domestic Waste water or Sewage which is normally deposited in or retained for disposal in sewers, septic tanks, Sewage Holding Tanks, Chemical Toilets, or vault privies.
24. "Watercourse" means all reservoirs, streams, canals, ditches, pipes and drains used in and necessary for the construction, maintenance, and operation of the City's waterworks, and over all streams or sources from which the water is taken within the Watershed Area.

25. “Watershed Area” means the any area or territory occupied by or tributary to The City of Cedar Hills’s waterworks and all Watercourses used in and necessary for the construction, maintenance and operation of the same and over the stream or source from which the water is taken for fifteen (15) miles above the point from which it is taken and for a distance of 300 feet on each side of such stream and over highways along such stream or Watercourse within said 15 miles and said 300 feet.

7-1E-3 Jurisdiction, Ordinances and Regulations.

In enacting this Chapter, it is The City of Cedar Hills’s intent to protect its watershed and to assert jurisdiction over the Watershed Area to the maximum extent allowed by federal, state, and county laws and regulations, including but not limited to Utah Code Annotated Section 10-8-15, the Utah Drinking Water Source Protection Rule as adopted and/or amended by the State of Utah Department of Environmental Quality, and applicable federal laws and regulations governing the administration of federal property within the Watershed Area. Pursuant to Utah Code Annotated Section 10-8-15, the City is hereby authorized to prescribe ordinances and regulations for governing all matters of water quality within the Watershed Area not contrary to law.

7-1E-4 Pollution of Water Sources Prohibited.

It will be unlawful for any person to knowingly cause to be done any of the things prohibited in this Chapter anywhere within any Drinking Water Source Protection Zone and the Watershed Area, provided that no person or entity will be liable for the actions of any third party.

7-1E-5 Sewage Disposal System Permit Required.

It will be unlawful to construct, use, maintain, or remodel a Sewage Disposal System anywhere within the Watershed Area without first obtaining a Permit from the City in accordance with this Chapter. At the time of adoption of this Chapter on January 16, 2018, existing Sewage Disposal Systems that have been fully constructed will be allowed to continue as long as they are not expanded, become inoperable, or otherwise operated or modified to constitute a threat of contamination to a Drinking Water Source Protection Zone or the Watershed Area.

7-1E-6 Permit Applications for Sewage Disposal Systems.

All persons or parties seeking to construct, modify, expand, or remodel a Sewage Disposal System within the Watershed Area will submit an application for a Permit to the Director. When submitting applications for a Permit, applicants will provide all relevant information requested by the Director, including but not limited to a description of the proposed location of the Sewage Disposal System, copies of all permits, plans, specifications and drawings required by any other government authority pursuant to applicable laws or ordinances. Permits and plan approvals by other government entities, including county, state, and federal government entities, will not be considered approval by the City but will be considered by the City in evaluating every application; provided that the City will approve or disapprove any applications within a period of thirty (30) calendar days from the date of submission.

7-1E-7 Minimum Terms and Conditions for Sewage Disposal System Permits.

In approving a Permit application for a Sewage Disposal System, the Director will impose the following minimum terms and conditions on all Sewage Disposal Systems to prevent or mitigate Pollution to a Drinking Water Source Protection Zone or to the Watershed Area:

1. All Permit applicants will comply with Utah Admin. Code R. 317-4 regarding onsite wastewater systems and any other applicable or successor federal, state, county Waste disposal system laws, regulations, and permits in addition to any conditions or requirements that the City may impose pursuant to this Chapter.
2. All approved Sewage Disposal Systems must be emptied completely at least once each year, where applicable, or at a more frequent interval as the Director may reasonably require. If reasonably determined to be a health hazard by the City, Owners of such facilities will keep the level of Sewage below sixty (60) percent of capacity, where applicable, to allow sufficient reserve for emergencies. The contents removed from any Sewage Holding Tank, vault, or similar storage facility must be removed by a licensed scavenger operation at the cost of the Owner.
3. The Owner of the property on which the Sewage Disposal System is located must grant the Public Works Department and its authorized agents the right to enter upon the Owner's property to inspect for violations of the terms and conditions of the Permit.
 - a. The City will provide reasonable prior written notice for such inspections unless in the reasonable opinion of the Director an emergency exists which might jeopardize a Drinking Water Source Protection Zone or the Watershed Area.

7-1E-8 Permit Exceptions.

City Council may only grant an exception for the permit requirements contained in this Chapter if it reasonably determines that compliance with this Chapter is not technically or physically feasible and that the requested exception will not:

- a. Pose a health hazard;
- b. Contaminate or threaten to contaminate any Watercourse within the Watershed Area; and
- c. Violate Federal, State or County law.

7-1E-9 Portable Toilet Permit.

In addition to the requirements of Section 7-1E, permit applications seeking permission to locate a Portable Toilet(s) within the Watershed Area must include the following information:

1. The type and nature of the event requiring the Portable Toilet;

2. The number of Portable Toilets requested; and
3. The beginning and ending dates for when the Portable toilets are needed.

The Director will issue a permit if the Director reasonably determines that the Portable Toilet(s) complies with the minimum requirements of Section 7-1E and that the Portable Toilet(s):

1. Will comply with all applicable federal, state, and local laws, regulations, and applicable permits, including but not limited to Utah Admin. Code R. 317-4 and R. 392-400, or any applicable successor statute or regulation;
2. Will be removed within five (5) days after the event ends;
2. Toilet paper with a holder should be provided and maintained at all times; and
3. Can be maintained in a sanitary manner pursuant to reasonable terms and conditions that the Director may reasonably require, including but not limited to the frequency of inspections and service.

7-1E-10 Vault Privy Permits.

In addition to the requirements of Section 7-1E, permit applications to install a Vault Privy must provide a copy of the permit the UCHD has issued for the Vault Privy pursuant to UCHD Health Regulation 17-02, or any applicable successor statute or regulation. The Director will issue a permit for the Vault Privy if the Director reasonably determines that the Vault Privy satisfies the requirements of Section 7-1E and will:

1. Comply with the terms of the permit issued by the UCHD;
2. Not contaminate or threaten to contaminate any Watercourse; and
3. Comply with all the requirements outlined in Utah Admin R317-560 or any applicable successor statute or regulation.

As a condition for approving a permit for a Vault Privy, the Director will require the applicant to provide toilet paper in the Vault Privy at all times.

7-1E-11 Septic Tank and Septic Drain Field Permits

In addition to the requirements of Section 7-1E, permit applications to install a Septic Tank or Septic Drain Field must include a copy of the permit the UCHD has issued for the Septic Tank or Septic Drain Field pursuant to Utah Admin. Code R. 317-4, or any applicable successor statute or regulation.

The Director will issue a permit for the Septic Tank or Septic Drain Field if the Director reasonably determines that the Septic Tank or Drain Field satisfies the requirements of Section 7-1E and will:

1. Comply with the terms of the permit the UCHD has issued for the septic tank;
2. Service a lot of at least 2,500 square feet; and
3. Not discharge to any natural stream.

7-1E-12 Sewage Disposal System Violations.

When the Director reasonably determines that a Sewage Disposal System violates the terms of its Permit or otherwise constitutes a threat of contamination to a Drinking Water Source Protection Zone or the Watershed Area, the Director will provide the Owners of the Sewage Disposal System with written notice of the violation or threat of contamination and will give the Owner at least thirty (30) days to correct the violation or hazard, except for violations or threats involving a failure to keep Sewage levels at the appropriate level, in which case a seven (7) day written notice will be provided. If, in the reasonable opinion of the Director, the violation or threat of contamination constitutes an emergency that might jeopardize a Drinking Water Source Protection Zone or a Watershed Area, the Director may impose a shorter period to correct the violation or hazard. In its discretion, the Director may also extend the deadline for compliance if the Owner of the Sewage Disposal System is able to provide a reasonable justification for an extension. If the Owner is unable or unwilling to correct the violation or hazard, the Director may take the following actions, or a combination thereof:

1. Impose civil penalties and remedies pursuant to Sections 7-1E of this Chapter.
2. Order that a Sewage Disposal System be sealed immediately and prevent its use until the Sewage Disposal Facility conforms to the requirements of the Permit.
3. Order the destruction and removal of the Sewage Disposal System, with the property Owner to bear all costs associated with the destruction and removal of the Sewage Disposal System.

7-1E-13 Animal Permits.

It will be unlawful to keep or maintain any Animals within the Watershed Area overnight for a period in excess of thirty (30) consecutive days during a calendar year without first obtaining a written Permit from the Public Works Department. Applicants will inform the City of the number and type of animals and their proposed method of controlling and maintaining the animals. The Director will provide notice of any violations of this Section in writing and will give violators at least thirty (30) days to correct the violation, unless the Director reasonably determines that an emergency exists which might jeopardize a Drinking Water Source Protection Zone or the Watershed Area. Violations of this Section will be subject to civil penalties and

remedies pursuant to Sections 7-1E-18 of this Chapter as well as the removal of the animals from the Watershed Area. The Division will provide all notices of violation.

Nothing in this Chapter will impact existing and valid grazing permits in existence at the time of the adoption of this Chapter on January 16, 2018, as long as such permits are not modified, expanded, or otherwise constitute a threat of contamination to a Drinking Water Source Protection Zone or the Watershed Area.

7-1E-14 Animal Enclosure Permits.

It will be unlawful for any person to construct or maintain an Animal Enclosure that will be installed within the Watershed Area for longer than seven (7) days without first obtaining a Permit from the Public Works Department. Applications must provide a description of the proposed Animal Enclosure and its location, as well as the number of Animals that will be kept within the enclosure.

The Director will issue a permit for Animal Enclosure if the Director determines that the Animal Enclosure will not violate established standards or rules for applicable Drinking Water Source Protection Zones and will not constitute a threat of contamination to the Watershed Area.

As a minimum condition for approval, Permits issued pursuant to this Section will require that Animal Enclosures be kept and maintained in a reasonably clean and sanitary condition at all times and will subject to inspection by the City. Permits issued pursuant to this Section will set forth the approved disposal manner for fecal Waste generated in the Animal Enclosure.

The Director will provide notice of any violations of this Section in writing and will give violators at least thirty (30) days to correct the violation, unless the Director reasonably determines that an emergency exists which might jeopardize a Drinking Water Source Protection Zone or the Watershed Area. Violations of this Section will be subject to civil penalties and remedies pursuant to Sections 7-1E-18 of this Chapter, as well as the destruction and removal of the Animal enclosure, with the property Owner to bear all costs associated with the destruction and removal of the Animal Enclosure. At the time of adoption of this Chapter on January 16, 2018, existing Animal Enclosures will be allowed to continue as long as they are not modified, expanded, or otherwise constitute a threat of contamination to a Drinking Water Source Protection Zone or the Watershed Area.

7-1E-15 Permit Review Generally.

The following provisions will apply to all Permits required by this Chapter:

1. Approval or denial of any Permit application required by this Chapter will be under the direct supervision and control of the Director.
2. The City will provide application forms for the Permits required by this Chapter.

3. The Director will only issue a Permit pursuant to this Chapter if the applicant can demonstrate that the proposed action will not:
 - a. Constitute a threat of contamination to the Watershed Area; and
 - b. Will not violate established standards or rules for applicable Drinking Water Source Protection Zones, Utah Admin. Code. R. 317-4, the terms of any applicable permits issued by UCHD, and any other applicable federal, state, or local law.
4. The Director will have authority to include reasonable conditions in approved Permits to ensure compliance with applicable standards or rules for Drinking Water Source Protection Zones, Utah Admin. Code. R. 317-4, and the requirements of this Chapter.
5. In the event that the Director denies a Permit application, the Director will provide the applicant with a written explanation of the reason for the denial, and such explanation will be considered a final, appealable order of the City.

7-1E-16 General Sewage and Garbage Disposal Requirements.

1. It will be unlawful to:
 - a. Throw or break bottles or glass, or deposit garbage, debris, or other deleterious matter of any kind anywhere within the Watershed Area, except into a designated garbage container.
 - b. Damage, vandalize, alter, or destroy any authorized Sewage Disposal System in the Watershed Area, except as provided in this Chapter.
 - c. Deposit any dead animal or any putrescible matter within the Watershed Area.
 - d. Pump Sewage storage vaults or conduct a scavenger operation except in accordance with all applicable Permit conditions, laws, rules, and regulations.
 - e. For any person to use or maintain any Sewage Disposal System that the City sealed for violating the provisions of this Chapter.

7-1E-17 Vehicles.

It will be unlawful for the purposes of this Chapter for any person to: (1) operate any motor vehicle; (2) upon any public property within the Watershed Area; and (3) in any manner not authorized or otherwise allowed by the appropriate federal, state, county, or other appropriate governmental authority. This provision will not apply to the use of vehicles on real property primarily devoted to agricultural purposes. In no event will a person or entity who owns or leases

property within the Watershed Area be responsible or otherwise liable under this Chapter for the actions of third parties who operate motor vehicles on said property.

7-1E-17 Posting of Permits.

The recipient of any Permits issued pursuant to this Chapter must post a copy of said Permit at the site that is subject to the Permit at all times.

7-1E-18 Penalties.

Any person violating any provision of this Ordinance will be guilty of a Class B misdemeanor. Each day the violation continues will constitute a separate offense.

7-1E-19 Remedies.

Any person, subdivision, development, and/or land use found to be in violation of this Ordinance will, in addition to other penalties and remedies available in law or equity, be subject to a civil penalty, action or proceedings to restrain, correct, or abate the violation; to prevent occupancy of any applicable building, structure, or land; or to prevent any illegal act, conduct, business, or use in or about the premises. Civil penalties will be in the amount of \$50.00 per day for the first violation. If the same violation occurs on the same property within five (5) years after the initial violation is remedied, a civil penalty in the amount of \$100.00 per day will apply. Each day the violation continues will constitute a separate offense.

7-1E-20 Appeal.

A Permit required by this Chapter shall be granted as designated by this Chapter. The appeal authority shall be the City Council.

7-1E-21 Severability.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, the declaration will not affect the validity of this Ordinance as a whole or any part thereof that is not specifically declared to be invalid and unconstitutional.

7-1E-22 Effective Date.

This Ordinance will take effect and be in force on and after January 16, 2018.



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	01/16/2018

City Council Agenda Item

SUBJECT:	Discussion on Amendments on an Ordinance Restricting the Purchase or Construction of Public Buildings in Excess of \$400,000
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Manager

BACKGROUND AND FINDINGS:

Ordinance 01-22-2016A was passed five years ago. The ordinance limits the purchase or construction of a public building to \$400,000. If the cost of the building exceeds \$400,000, then the voting majority of registered Cedar Hills residents must elect to approve of the construction. Given the time value of money, the \$400,000 limitation becomes more constraining each year as inflation causes the cost of construction to rise; the cost of construction has even outpaced inflation over the past five years. Staff is requesting that the Council discuss the ordinance and make changes to the \$400,000 limitation by pegging the cap to an inflationary index, thereby allowing the limitation to adjust to year-over-year market forces.

PREVIOUS LEGISLATIVE ACTION:

Ordinance was originally passed 01-22-2013

FISCAL IMPACT:

N/A.

SUPPORTING DOCUMENTS:

Ordinance 01-22-2013A

RECOMMENDATION:

Staff recommends the City Council discuss the proposal and make necessary changes to the ordinance for future adoption.

MOTION:

No motion necessary, discussion item only.

ORDINANCE NO. 01-22-2013A

AN ORDINANCE DECLARING THE CITY OF CEDAR HILLS SHALL REQUIRE APPROVAL OF THE VOTING MAJORITY OF REGISTERED CEDAR HILLS RESIDENTS AT A DULY CALLED ELECTION TO CONSTRUCT OR PURCHASE PUBLIC BUILDINGS IN EXCESS OF \$400,000, EXCLUDING COST OF LAND.

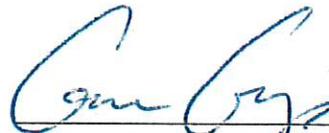
WHEREAS, the City Council of the City of Cedar Hills, Utah, desires to require a public vote of registered voters for the construction or purchase of public buildings; and,

WHEREAS, the City Council shall not cause any public building to be constructed or purchased, costing in excess of \$400,000, excluding cost of land, without approval of the voting majority of registered Cedar Hills residents at a duly called election; and,

WHEREAS, this requirement shall be deemed effective and in force with respect to the construction or purchase of any public building for which a final contract has not been previously executed by all parties as of the date of this ordinance.

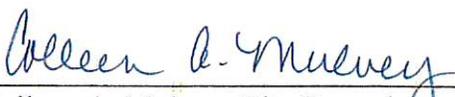
NOW THEREFORE, the City Council of the City of Cedar Hills, Utah, resolves to approve the stated ordinance in accordance with state law.

PASSED AND APPROVED this 22nd day of January, 2013.



Gary R. Gygi, Mayor

ATTEST:



Colleen A. Mulvey, City Recorder

