



**CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Tuesday, November 20, 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, November 20, 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 Mayor 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)

REPORTS/PRESENTATIONS/RECOGNITIONS

4. Youth City Council – Introduction of Members and Administration of the Oath of Office

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. Minutes from the October 16, 2018 Work Session & City Council Meeting

CITY REPORTS AND BUSINESS

6. City Manager
7. Mayor and Council

SCHEDULED ITEMS

8. Review/Action on a Acceptance of the 2018 Fiscal Year Audit
9. Review/Action on a Resolution Approving an Interlocal Agreement for Joint and Cooperative Action of Central Utah 911
10. Review/Action on an Ordinance Amending City Code Title 5, Chapter 2, Section 4 Related to Truck Routes
11. Review/Action on Amendments to Lakeshore Trails Subdivision Plat
12. Review/Action on Lakeshore Trails Subdivision Bond Release
13. Discussion on Ranked Choice Voting

ADJOURNMENT

14. Adjourn

Posted this 15th day of November, 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.
- A Closed 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:	11/20/2018

City Council Agenda Item

SUBJECT:	Exit Conference—Fiscal Year 2018 Financial Audit
APPLICANT PRESENTATION:	Steven Rowley, Keddington & Christensen L.L.C.
STAFF PRESENTATION:	Charl Louw, Finance Director
BACKGROUND AND FINDINGS: Review of the annual financial report and the related audit results. Annually we contract with independent auditors to review the basic financial statements. The independent auditors are expected to obtain reasonable assurance that the financial statements are free from material misstatement and are fairly presented in accordance with generally accepted accounting principles. The City received an unqualified opinion, or clean opinion.	
PREVIOUS LEGISLATIVE ACTION: None	
FISCAL IMPACT: None	
SUPPORTING DOCUMENTS: The 2018 comprehensive annual financial report is available online: http://www.cedarhills.org/finance-documents/financial-statements	
RECOMMENDATION: To accept the 2018 annual financial report.	
MOTION: To accept the 2018 annual financial report.	



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin; City Manager
DATE:	11/20/2018

City Council Agenda Item

SUBJECT:	Review/Action on a Resolution Approving for Joint and Cooperative Action of Central Utah 911
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin; City Manager
BACKGROUND AND FINDINGS: Utah County Public Safety Dispatch Special Service District has incorporated new municipalities into their service area that lay outside of Utah County. As such, the new Interlocal agreement has renamed the entity as Central Utah 911. This will allow the dispatch area to incorporate new municipalities into their jurisdiction.	
PREVIOUS LEGISLATIVE ACTION: N/A	
FISCAL IMPACT: N/A	
SUPPORTING DOCUMENTS: Proposed Resolution, Central Utah 911 Interlocal Agreement	
RECOMMENDATION: No recommendation at this time	
MOTION: To approve Resolution _____, authorizing the Mayor to sign an Interlocal Agreement for Cedar Hills to continue to be a member of Central Utah 911.	

**FIRST AMENDED INTERLOCAL AGREEMENT FOR JOINT
AND COOPERATIVE ACTION OF
CENTRAL UTAH 911**

This Interlocal Agreement for Joint and Cooperative Action Amending the Central Utah Regional Dispatch Agency (the "Agreement") is made by and among Utah County (Utah), Juab County (Juab), Alpine City (Alpine), American Fork City (American Fork), Cedar Fort Town (Cedar Fort), City of Cedar Hills (Cedar Hills); Eagle Mountain City (Eagle Mtn), Elk Ridge City (Elk Ridge), Fairfield Town (Fairfield), Genola Town (Genola), Town of Goshen (Goshen), Highland City (Highland), Lehi City (Lehi), Payson City (Payson), Salem City (Salem), Santaquin City (Santaquin), City of Saratoga Springs (Saratoga Springs), Spanish Fork City (Spanish Fork), Vineyard Town (Vineyard), City of Woodland Hills (Woodland Hills), and Nephi City (Nephi) (sometimes referred to herein individually as a "Party" and collectively as the "Parties"), pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq. (1953, as amended) (the "Act"). This Agreement is signed by the Parties on the dates indicated and is effective upon completion of the filing requirements of the Act.

RECITALS

A. The Act allows public agencies to jointly exercise any power, privilege, or authority exercised or capable of exercise by a Utah public agency for the betterment of itself and its constituents.

B. The Act provides that the public agencies may create a legal entity to exercise such powers, privileges, or authority.

C. The Parties share a common interest in providing dispatching emergency services for public safety agencies in unincorporated Utah and Juab Counties, as well as various cities identified herein located in Utah and Juab Counties.

D. The Parties recognize that the health and safety of residents and visitors of the Parties depend on prompt and efficient dispatch of emergency services and the Parties will exercise the powers, privileges, and authority granted through the laws of the State of Utah to achieve this purpose.

E. The Parties have found that prompt and efficient dispatching of emergency services can best be achieved by sharing resources, thus achieving economies of scale, minimizing duplication of costs, and eliminating artificial boundaries.

F. The Parties have determined that joint and cooperative action of the Parties in operating through a separate legal entity established under authority of the Act will help implement the desired economies of scale; promote the objectives stated above as well as the health, safety, and welfare of their residents and visitors, and provide other benefits.

H. The Parties hereto desire to jointly enter into this Agreement to accomplish the purposes set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby contract, covenant, and agree as follows:

SECTION 1 - AMENDMENT

The Parties hereby amend that separate legal and administrative interlocal entity known as "Central Utah 911," empowered under the authority of the Act to be a public agency and political subdivision of the State of Utah (the "Agency") by identifying the members of Utah Valley Dispatch Special Service District as members of the interlocal agency, replacing Utah Valley Dispatch Special Service District.

SECTION 2 - DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them in this Section, as well as such other meanings as are clear from the context:

Act: the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq.

Alternate Director: an individual appointed as an alternate to a Director as provided in this Agreement.

Agency: the Central Utah Regional Dispatch Agency as amended pursuant to this Agreement.

Agency Service Area: that area serviced by the Agency, as shown on the map attached hereto as Exhibit A.

Board: the Board of Directors of the Agency, which is the governing body of the Agency.

Director: an individual appointed by a Member to serve on the Board as provided herein.

Dispatch: the act of receiving and calling out emergency services, including 911 calls, generally related to police, fire, ambulance (EMT, paramedic, etc.), or search and rescue. The events require dispatch to stay in contact with the emergency services until the incident is completed.

Facility: any property or works owned, operated, or used by the Agency in connection with the advancement of the purposes for which the Agency was created, including, without limitation, buildings and other structures, wherever such facilities may be located, computer equipment and radios used to dispatch, relay devices and towers,

and other real or personal property deemed necessary to fulfill the purposes of the Agency.

Member(s): public agencies consisting of Utah County, Juab County, Alpine City, American Fork City, Cedar Fort Town, City of Cedar Hills, Eagle Mountain City, Elk Ridge City, Fairfield Town, Genola Town, Town of Goshen, Highland City, Lehi City, Nephi City, Payson City, Salem City, Santaquin City, City of Saratoga Springs, Spanish Fork City, Vineyard Town, and the City of Woodland Hills, which currently constitute all of the Parties to this Agreement, and any additional Members admitted as provided in this Agreement.

Non-Member Contracting Entity: a public entity which provides emergency services that elects, by contract, to have the Agency provide dispatch services for it.

Public Entity: a political subdivision of the State of Utah or any agency of the federal government.

SECTION 3 – AGENCY PURPOSES

- A. The purposes of the Agency are to:
1. dispatch emergency services for the public safety departments of its Members;
 2. operate, administer, manage, repair, and replace equipment necessary to dispatch emergency services;
 3. enjoy economies of scale and other benefits made possible through the joint and cooperative action of the Members;
 4. train dispatchers to promptly and efficiently dispatch emergency services, to work with emergency services personnel through the conclusion of an incident, and to calm and direct members of the public who make 911 or other emergency calls to the dispatch center.
- B. The Parties recognize that the accomplishment of such purposes are in the best interests of and promote the health, safety, and general welfare of the Parties and their respective residents and visitors.

SECTION 4 – POWERS

- A. In order to accomplish the purposes of the Agency, it shall, without limitation, have the power to:
1. Own, acquire, finance, operate, maintain, repair, and replace Facilities and lease and/or dispose of such Facilities;
 2. Employ and train dispatchers to work with emergency services personnel to provide emergency services to the public;
 3. Enter into contracts with public and private entities, as deemed beneficial by action of the Board;
 4. Prepare, update, and implement capital improvement plans;

5. Consult and participate with the State of Utah, and other government entities on issues relating to emergency services, dispatching, allocation of funding and resources, and otherwise cooperate to provide prompt and efficient dispatching of emergency services;
6. Acquire, possess, lease, encumber, and dispose of personal and real property;
7. Contract with Non-Member Contracting Entities that wish to have the Agency dispatch for them;
8. Contract for the provision of services to or from the Agency;
9. Contract for professional services consultants;
10. Employ such persons as it deems necessary;
11. Borrow money or incur indebtedness, including the issuance of revenue and other bonds, notes, and other obligations as permitted by law;
12. Pledge, assign, or otherwise convey as security for the payment of any indebtedness, the Agency's revenues and receipts;
13. Exercise the power of eminent domain as authorized under the Act;
14. Take such other actions, engage in such other transactions, enter into such contracts and agreements, and do all other things as may be necessary, convenient, or appropriate to accomplish its purposes or carry out any of its purposes or powers;
15. Contract for property, liability, and other insurance coverages and contracts as needed to protect the Agency, its Members, Directors, officers, and employees from and against any claim and/or loss; and
16. Exercise all powers now or hereafter granted to an Interlocal entity pursuant to the Act.

SECTION 5 – GOVERNANCE

A. Board of Directors.

1. The Agency shall be governed by a Board of Directors consisting of one director appointed by each Member ("Directors").
2. Each Director shall serve at the pleasure of the Member who appointed them and continue to serve until his or her successor is appointed and qualified. If a Director resigns, dies, is removed, or is otherwise unable to finish their service, the Alternate Director shall act in the stead of the Director who is no longer available. Thereafter the Member shall appoint a new Director or a new Alternate Director in accordance with Section 5(A)(1) and 5(B)(2).

B. Transaction of Board Business; Alternate Directors.

1. Votes Required for Board Action. It requires a majority weighted vote of the Board, as set forth in the by-laws, to pass any measure.
2. Alternate Directors. Each Member making an appointment to the Board shall also appoint an Alternate Director for each Director it appoints to the Board,

following the procedure set forth in Section 5(A)(1). The Alternate Director shall have no vote, except in the absence of the Director for whom he/she is an alternate, in which event the Alternate Director shall be authorized to cast a vote in place of the absent Director.

- C. **Board Meetings.** The Board shall hold a regular Board meeting on a monthly basis, as scheduled by the Board, and may call and convene such other special Board meetings as shall be necessary to accomplish its work.
- D. **Committees.**
 - 1. **Committees.** The Board may appoint such committees and sub-committees as necessary for the Agency to exercise its powers in the accomplishment of its purposes.

SECTION 6 – OFFICERS

- A. **Board Officers.** The Board shall appoint from among its Directors a chair, vice chair, and secretary/treasurer. The chair and vice chair shall be appointed to serve one year terms, and may serve up to three consecutive terms. The secretary/treasurer may be appointed to serve up to a three-year term, but may not serve consecutive terms. Except for the initial terms, all terms shall commence and end with the beginning and ending of the Agency’s fiscal year. The initial chair and vice chair may serve the balance of the initial fiscal year, plus the next full fiscal year. The initial secretary/treasurer may serve the balance of the initial fiscal year, plus the next two full fiscal years. At least one of the Board Officers shall represent Juab or Nephi until June 30, 2021 after which officers may be elected from any of the Members’ directors.
- B. **Executive Director.** The Board may appoint an executive director, who shall be a paid employee of the Agency. The executor director shall be employed at the discretion of the Board and shall be responsible to the Board for the proper and efficient administration of the Agency. The executive director shall plan, organize, and direct Agency activities as directed by the Board, appoint and, subject to applicable law, remove employees, authorize expenditures within the budget approved by the Board, and take such other actions which are authorized from time to time by the Board.

SECTION 7 – FISCAL YEAR

The fiscal year for the Agency shall be from and including July 1 through the following June 30.

SECTION 8 – BUDGET AND FINANCING

- A. **Budgets.** The budget for the Agency shall be established and maintained by the Board. Tentative budgets shall be prepared by the Board on or before March 1 each year and

submitted to each Director. The final budget shall be adopted by the Board during June of each year.

- B. **Funding and Assessments.** 911 monies from each Member will be assigned to the Agency. In addition, the Agency shall make assessments to the Members to make up for the difference between the 911 monies and the costs to operate the Agency. Such assessments shall be apportioned among the Members on such basis as the Board determines proper, in its sole discretion. The Agency will notify Members of its proposed budget by March 1 of each year and invoice for the same on or about July 1 each year. Each Member shall pay the assessment within thirty (30) days of being invoiced. Any Member which does not pay assessments will subject them to expulsion from the Agency, or such other sanctions as the Board determines equitable under all the circumstances. A Director representing a Member or other entity which has not paid its assessment may not vote on any matter during any period in which the Member or other entity is delinquent on payment of any assessment.
- C. **Advances of Funds; Contributions.** Contributions or advances of funds or of personnel, supplies, equipment, or property may be made to the Agency by any Member or Non-Member Contracting Entity to accomplish the purposes of the Agency. Any such advance may be made subject to reimbursement as agreed by the Member, any Non-Member Contracting Entity, and the Agency.
- D. **Project Financing.** A Project may be financed in whole or in part by the issuance of bonds and/or notes of the Agency payable from or secured by the revenues and receipts derived from the ownership and operation of such Project. No Member, nor any entity represented on the Agency Board, shall be liable for any bond, note, indebtedness, or other obligation incurred by the Agency, nor liable for the indebtedness of any other Member, nor liable for any indebtedness or other obligation with respect to a Project, other than the obligations of such Member arising under its contracts with the Agency related to each separate Project.

SECTION 9 – TERM

The Agency shall exist for the later of fifty (50) years from the effective date of this Agreement, or five years after it has fully paid or otherwise discharged all of its indebtedness, as authorized by §11-13-204(3)(a) and (b) of the Act. Existing or future provisions of the Act allowing for a longer term automatically extend the term of this Agreement to the longest term allowed by the Act. An amendment to this Agreement may extend the term. The term shall commence when this Agreement is adopted by each Member and approved by an attorney for each Member, as provided in the Act, placed with the keeper of records of each Member, and provisions of the Act required for initial formation of the Agency have been completed.

SECTION 10 – ADDING FUTURE MEMBERS

Future Members are admitted when the Board has approved an application by an entity seeking admission to the Agency, the governing bodies of all Members have approved an amended Interlocal Agreement. Newly admitted members to the Agency will be assessed a membership fee equal to the pro-rata portion of the value of assets owned by the Agency at the time of admittance. The membership fee shall be determined by taking the value of the Agency assets and dividing that number by the proportion of each Member's contribution to the total Agency budget for the previous fiscal year, along with what the New Member's contribution would have been. Newly admitted members shall have equal footing with all Members upon being added as Members.

SECTION 11 – WITHDRAWAL

A Member may withdraw from the Agency subject to such terms and conditions as shall be specified in a withdrawal agreement between the Member and the Agency. Such withdrawal shall not affect any contractual liability of such Member to the Agency or to other Members. No Member shall be permitted to withdraw if such withdrawal would cause the Agency's existence to terminate, or otherwise cause the Agency to be in violation of any contract or bond obligation set forth in any indenture, contract, or other agreement with any third party, except upon consent of the Board. A withdrawing Member is not entitled to receive any of the assets of the Agency upon its withdrawal. One year's notice of intent to withdraw must be given prior to the end of a fiscal year.

SECTION 12 – TERMINATION

- A. The Agency shall be terminated and dissolved upon a unanimous vote of the Board.
- B. Upon termination, the Members are entitled to receive a distribution of Agency assets, based upon their individual capital contributions to the Agency. If capital contributions cannot be determined, the Members may distribute the assets in an equitable manner, as shall be determined by the Board in its discretion.
- C. If the Members cannot agree on an equitable distribution, they shall resort to mediation to resolve the conflict. If mediation does not resolve the disagreement, an arbiter shall be chosen by the Board, who shall hear arguments of the Parties and make a distribution. The distribution made by the arbiter shall be final and non-appealable.

SECTION 13 – MISCELLANEOUS

- A. This Agreement is governed by the laws of the State of Utah.
- B. The Members and any Non-Member Contracting Entity shall not be deemed to be partners, joint venturers, or associated in any manner which obligates them for the debts, defaults, or mistakes of any other party, or which renders them liable for the debts or obligations of the Agency.

- C. Should any part, term, or provision of this Agreement be held by a court of proper jurisdiction as void, illegal, in conflict with any law, or otherwise rendered unenforceable, the validity of the remaining portions shall not be affected, unless the purposes of the Agency are thwarted thereby.
- D. Directors shall have no liability to any Member for any act or omission in the performance of his/her duties as a Director.
- E. The Agency shall defend, indemnify, and hold harmless the Directors, officers, and employees for any action taken within the scope of the authority of the Agency.
- F. The Agency is entitled to the protections, obligations, and responsibilities conferred on public agencies by the Utah Governmental Immunities Act.
- G. This Agreement is unique to the Members hereof, and is, therefore, not assignable, though qualified public entities may be added according to the procedure set forth herein.
- H. This Agreement shall only be amended, in writing, upon the unanimous approval of the Members hereof.

SECTION 14 – NOTICE TO THE LIEUTENANT GOVERNOR

The governing body of each Party to this Agreement shall: (i) within 30 days after the date of the Agreement, jointly file with the Lieutenant Governor of the State of Utah a copy of a notice of an impending boundary action, as required in the Act; and (ii) upon the Lieutenant Governor's issuance of a certificate of creation of the Agency, submit to the recorders of Utah County and Juab County the original notice of an impending boundary action, the certificate of creation, and a certified copy of this Agreement. Upon the Lieutenant Governor's issuance of a certificate of creation the Agency shall be duly created.

SECTION 15 – FILING OF THIS AGREEMENT

This Agreement shall take effect upon the filing of a fully-executed copy of this Agreement with the keeper of records of each of the Parties hereto.

NEPHI CITY

Authorized by Resolution No. _____, adopted on _____, 2018

NEPHI CITY by:

GLADE NIELSON, Mayor

Attest:

Lisa E. Brough, City Recorder

Approved as to form and compliance
with applicable law:

KASEY WRIGHT, City Attorney

JUAB COUNTY

Authorized by Resolution No. _____, adopted on _____, 2018

JUAB COUNTY by:

RICK CARLTON,
County Commission Chair

Attest:

Alaina Lofgran, County Clerk

Approved as to form and compliance
with applicable law:

AnnMarie Howard, Deputy County Attorney

SPANISH FORK CITY

Authorized by Resolution No. _____, adopted on _____, 2018

SPANISH FORK CITY by:

STEVE LEIFSON, Mayor

Attest:

KENT R. CLARK, City Recorder

Approved as to form and compliance
with applicable law:

S. JUNIOR BAKER, City Attorney

PAYSON CITY

Authorized by Resolution No. ____, adopted on _____, 2018

PAYSON CITY by:

BILL WRIGHT, Mayor

Attest:

Sara Hubbs, City Recorder

Approved as to form and compliance
with applicable law:

Mark Sorenson, City Attorney

SALEM CITY

Authorized by Resolution No. _____, adopted on _____, 2018

SALEM CITY by:

KURT L. CHRISTENSEN, Mayor

Attest:

Jeffrey D. Nielson, City Recorder

Approved as to form and compliance
with applicable law:

S. Junior Baker, City Attorney

UTAH COUNTY

Authorized by Resolution No. _____, adopted on _____, 2018

UTAH COUNTY by:

NATHAN IVIE,
County Commission Chair

Attest:

Bryan Thompson, County Clerk

Approved as to form and compliance
with applicable law:

JEFFREY R. BUHMAN
By Deputy

SANTAQUIN CITY

Authorized by Resolution No. _____, adopted on _____, 2018

SANTAQUIN CITY by:

KIRK HUNSAKER, Mayor

Attest:

Susan Farnsworth, City Recorder

Approved as to form and compliance
with applicable law:

Brett Rich, City Attorney

GENOLA TOWN

Authorized by Resolution No. ____, adopted on _____, 2018

GENOLA TOWN by:

MARTY LARSON, Mayor

Attest:

Lucinda Daley, Town Clerk

Approved as to form and compliance
with applicable law:

, City Attorney

AMERICAN FORK CITY

Authorized by Resolution No. _____, adopted on _____, 2018

AMERICAN FORK CITY by:

BRAD FROST, Mayor

Attest:

TERILYN LURKER, City Recorder

Approved as to form and compliance
with applicable law:

TIM MERRILL, City Attorney

ALPINE CITY

Authorized by Resolution No. _____, adopted on _____, 2018

ALPINE CITY by:

TROY STOUT, Mayor

Attest:

CHARMAYNE WARNOCK, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

LEHI CITY

Authorized by Resolution No. _____, adopted on _____, 2018

LEHI CITY by:

MARK JOHNSON, Mayor

Attest:

MARILYN BANASKY, City Recorder

Approved as to form and compliance
with applicable law:

RYAN WOOD, City Attorney

CITY OF SARATOGA SPRINGS

Authorized by Resolution No. _____, adopted on _____, 2018

CITY OF SARATOGA SPRINGS by:

JIM MILLER, Mayor

Attest:

CINDY LoPICCOLO, City Recorder

Approved as to form and compliance
with applicable law:

KEVIN THURMAN, City Attorney

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, adopted on _____, 2018

CITY OF CEDAR HILLS by:

JENNEY REES, Mayor

Attest:

COLLEEN MULVEY, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

EAGLE MOUNTAIN CITY

Authorized by Resolution No. _____, adopted on _____, 2018

EAGLE MOUNTAIN CITY by:

TOM WESTMORELAND, Mayor

Attest:

FIONNUALA KOFOED, City Recorder

Approved as to form and compliance
with applicable law:

JEREMY COOK, City Attorney

ELK RIDGE CITY

Authorized by Resolution No. _____, adopted on _____, 201_

ELK RIDGE CITY by:

TY ELLIS, Mayor

Attest:

ROYCE SWENSEN, City Recorder

Approved as to form and compliance
with applicable law:

, City Attorney

CITY OF WOODLAND HILLS

Authorized by Resolution No. _____, adopted on _____, 2018

CITY OF WOODLAND HILLS by:

WENDY PRAY Mayor

Attest:

JODY STONES, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

HIGHLAND CITY

Authorized by Resolution No. _____, adopted on _____, 2018

HIGHLAND CITY by:

ROD MANN, Mayor

Attest:

CINDY QUICK, City Recorder

Approved as to form and compliance
with applicable law:

, City Attorney

CEDAR FORT TOWN

Authorized by Resolution No. _____, adopted on _____, 2018

CEDAR FORT TOWN by:

DAVID GUSTIN, Mayor

Attest:

CARA LYON, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

FAIRFIELD TOWN

Authorized by Resolution No. _____, adopted on _____, 2018

FAIRFIELD TOWN by:

MICHAEL J. BURCH, Mayor

Attest:

CHYANNE SOFFEL, City Recorder

Approved as to form and compliance
with applicable law:

, City Attorney

TOWN OF GOSHEN

Authorized by Resolution No. _____, adopted on _____, 2018

TOWN OF GOSHEN by:

FRED JENSEN , Mayor

Attest:

RACHEL PENA, Town Clerk

Approved as to form and compliance
with applicable law:

, City Attorney

VINEYARD TOWN

Authorized by Resolution No. _____, adopted on _____, 2018

VINEYARD TOWN by:

JULIE FULLMER, Mayor

Attest:

PAMELA SPENCER, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL OF AN INTERLOCAL AGREEMENT AMENDING AND JOINING CENTRAL UTAH 911.

WHEREAS, Central Utah 911 (the Agency) is an interlocal entity created by Utah Valley Dispatch Special Service District (the District) and Nephi City and Juab County to provide dispatch services to its member agencies; and

WHEREAS, District desires all of its members to become members of Central Utah 911 and obtain dispatch services through the Agency; and

WHEREAS, by entering into an interlocal agreement that includes Juab County and Nephi City, dispatch services will become more efficient and will show how dispatch services can be consolidated for the benefit of all members;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, AS FOLLOWS:

1. The First Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911, to provide dispatch services, as attached hereto, is approved and shall be executed by the Mayor on behalf of the City of Cedar Hills.
2. Pursuant to Utah Code Annotated §11-13-209 (1953 as amended), a duly executed original counterpart of said Interlocal Agreement shall be filed with the City Recorder.
3. The Interlocal Agreement shall become effective upon execution by all of the parties thereto and filing a boundary action with the Utah Lieutenant Governor.
4. This Resolution shall become effective immediately.

ADOPTED, RESOLVED, AND ORDERED, BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS THIS 20TH DAY OF NOVEMBER, 2018.

Jenney Rees, Mayor

ATTEST:

Colleen A. Mulvey, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin; City Manager
DATE:	11/20/2018

City Council Agenda Item

SUBJECT:	Review/Action on an Ordinance Amending City Code Title 5, Chapter 2, Section 4 Related to Truck Routes
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin; City Manager
BACKGROUND AND FINDINGS: The proposed change to Cedar Hills City Code expands the exceptions section of the use of city routes to include Cedar Hills' vehicles, as well as vehicles performing work or services on behalf of the city. In recent weeks, the City has worked with construction companies in conjunction with the Canyon Road project as well as a project that Cedar Hills undertook to replace ADA ramps throughout the community. A number of complaints were received, and it was determined that this portion of the code should be clarified to allow for this type of activity to proceed in a manner that allows work to be performed in a timely manner, but is conscious of potential safety issues such as school hours.	
PREVIOUS LEGISLATIVE ACTION: Code was most recently amended in 2004.	
FISCAL IMPACT: N/A	
SUPPORTING DOCUMENTS: Proposed Ordinance	
RECOMMENDATION: Review proposal and make any necessary changes	
MOTION: To approve/not approve Ordinance No. _____, amending Title 5, Chapter 2, Section 4 of Cedar Hills City Code related to Truck Routes, subject to the following changes {LIST ANY APPLICABLE CHANGES}.	

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 5 CHAPTER 2 OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH, RELATED TO THE USE OF MUNICIPAL VEHICLES ON ROADS.

WHEREAS, pursuant to Utah Code Annotated § 10-9a-501, the City Council of the City of Cedar Hills (“City Council”) may adopt ordinances to govern the use and development of land within the City; and

WHEREAS, pursuant to Utah Code Annotated § 10-8-84, the City Council may adopt ordinances “necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the City and its inhabitants, and for the protection of property in the City”; and

WHEREAS, the City Council, has determined that it is in the best interest of the public health, prosperity, comfort, and convenience of the City of Cedar Hills, and the residents thereof, to enact certain amendments to Title 5 of the City Code relating to the designation of streets and highways;

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

**PART I
AMENDMENTS**

SECTION 1. Title 5, Chapter 2, of the City Code, entitled Crimes, Offenses, and Traffic Regulations, is hereby amending Section 4 to read as follows:

5-2-4: TRUCK ROUTES:

C. Exceptions: The above requirements shall not apply to trucks delivering merchandise to or from residences or business establishments, or delivering to or returning from construction sites where it is not possible to use a designated truck route, **or any municipal vehicle, or any vehicle performing work for and on behalf of the City of Cedar Hills.**

**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 5.

D. PENALTY

Hereafter these amendments shall be construed as part of the Public Safety and Traffic Regulations Ordinance of the City Code of the City of Cedar Hills, Utah, to the same effect as if originally a part thereof, and all provisions of said regulations shall be applicable thereto, including, but not limited to, the enforcement, violation and penalty provisions.

E. EFFECTIVE DATE

This Ordinance shall take effect upon its passage and publication as required by law.

**PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF CEDAR HILLS, UTAH,
THIS 20TH DAY OF NOVEMBER.**

Jenney Rees, Mayor

ATTEST:

Colleen Mulvey, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin; City Manager
DATE:	11/20/2018

City Council Agenda Item

SUBJECT:	Review/Action on Amendments to the Lakeshore Trails Subdivision Plat
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin; City Manager
BACKGROUND AND FINDINGS: The current proposal seeks to join two of the petitioner fee owner's contiguous lots. The proposal incorporates additional land on the hillside into the Lakeshore Trails subdivision as part of an existing lot. No new density is being granted by approving the proposal, although any future owner may subdivide the portion that is being incorporated following a slope study on the parcel, as well as complying with street and utility regulations. Utah State Code §10-9a-6 governs the amending process for a subdivision, and dictates how a subdivision may be altered when the process requires a public hearing. In this case where the land owner is the fee owner of both parcels, and Cedar Hills City Code doesn't dictate otherwise, there is no public hearing requirement.	
PREVIOUS LEGISLATIVE ACTION: Lakeshore Trails Subdivision was approved in 2015; Planning Commission approved the amended plat as part of the Oct. 2018 meeting.	
FISCAL IMPACT: N/A	
SUPPORTING DOCUMENTS: Redlined Lakeshore plat showing areas to be incorporated.	
RECOMMENDATION: To review the proposed amendment and make any necessary adjustments.	
MOTION: To approve the proposed amendments to Lakeshore Trails Subdivision Plat, subject to the following changes {LIST ANY CONDITIONS OR CHANGES}.	



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin; City Manager
DATE:	11/20/2018

City Council Agenda Item

SUBJECT:	Review/Action on Bond Release for the Lakeshore Trails Subdivision
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin; City Manager
BACKGROUND AND FINDINGS: State Code only allows for municipalities to hold a durability bond in the amount of 10% of the original bond that was posted. The value of the bond being equal to the value of the public improvements constructed as part of any project. Additionally, State Code only allows municipalities to hold a durability bond for one year. Cedar Hills has adopted these changes into our City Code, but the Lakeshore Trails Subdivision durability bond is still being held in the amount of 20%. Half of the bond needs to be released to be in compliance with the provisions of State Code.	
PREVIOUS LEGISLATIVE ACTION: Cedar Hills updated 9-2-4 of City Code on May 2, 2017	
FISCAL IMPACT: N/A	
SUPPORTING DOCUMENTS: None	
RECOMMENDATION: No recommendation	
MOTION: To approve/not approve the release the durability retainer for the Lakeshore Trails subdivision bond, to be equal to 10% of the amount of the originally posted bond.	



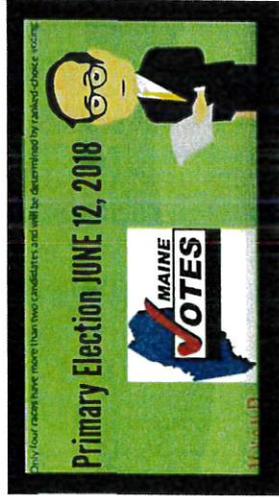
CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin; City Manager
DATE:	11/20/2018

City Council Agenda Item

SUBJECT:	Discussion on Ranked Choice Voting
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin; City Manager
BACKGROUND AND FINDINGS: As a follow up to last month's City Council meeting, staff is seeking direction on how the City Council wishes to proceed with the idea of a ranked choice voting (RCV) election. Cedar Hills would have to notify the Lt. Gov. Office of their intent to proceed with RCV. Links to videos explaining how RCV works have been added to the Council packet.	
PREVIOUS LEGISLATIVE ACTION: Utah HB 35 was passed during the 2018 Legislative Session and allows municipalities to conduct an election using the RCV method.	
FISCAL IMPACT: Unknown at this time	
SUPPORTING DOCUMENTS: RCV Example of Cost Savings (prepared by RCV group), PDF with video links	
RECOMMENDATION: Staff is seeking direction from the Mayor and Council on if they wish to proceed with a RCV election.	
MOTION: No motion necessary, discussion item only.	

Ranked Choice Voting Voter Education Videos



Maine

(5 mins 8 secs)

https://youtu.be/xccGGH7E_vNk



Minneapolis

(1 min 59 secs)

<https://youtu.be/53z9feUiqdg>



Santa Fe

(1 min 12 sec)

<https://youtu.be/BQ2S5Qz3ckg>



Implementing RCV

- What's involved? What will it cost?

Basic
<ul style="list-style-type: none">• Software or voting equipment/system upgrades• Additional ballot costs, such as coding and longer ballot, which may increase postage costs

Supplemental*
<ul style="list-style-type: none">• Outreach and education for voters, candidates, and media• Poll worker training• Additional poll workers or other personnel <p><small>*\$0 to minimal costs if these practices are already in place.</small></p>

Implementing RCV

- Let's do the math
 - Municipality with 20,000 registered voters
 - County charges \$2 per registered voter

CURRENTLY

20,000
X \$2
=\$40,000 per election
x 2 elections
= \$80,000 TOTAL PER YEAR

With RCV

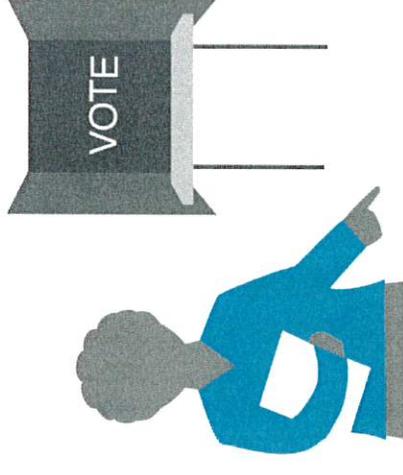
20,000
X \$2
=\$40,000 (only 1 election)
+ \$10,000 software (may be divided with other municipalities)
= \$50,000 TOTAL PER YEAR

May consider additional funds for voter education



Implementing RCV

- RCV ready equipment
 - Recommended system, ES&S, used in Maine (June 2018)
 - Other systems have RCV capability
 - Legacy equipment with cast vote records can be tabulated with third-party software
 - May require additional module
- Complements vote-by-mail
 - RCV yields issue oriented campaigns; voters have more time to review
 - Proven through use for military and overseas citizens; absentee-by-mail voting in other jurisdictions



Implementing RCV

- Good ballot design
- Usability studies conducted with the Center for Civic Design
- Notice visual and written instruction to the voter

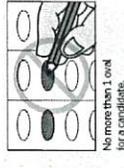
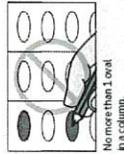
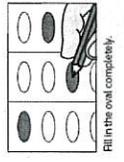


Instructions for Ranked Choice Voting

Making selections
Rank candidates in the order of your choice. You may rank as many or as few candidates as you wish.

Fill in the oval.
Rank candidates in the order of your choice.
• In the 1st column for your first choice, and so on up to the 10th column for your 10th choice.

Grid Style



Fill in the oval completely.

No more than 1 oval in a column.

No more than 1 oval for a candidate.

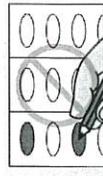
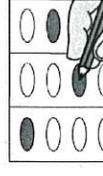


Instructions for Ranked Choice Voting

Making selections
Rank candidates in the order of your choice. Mark at least one candidate for your vote to count.

Fill in the oval.
Rank candidates in the 1st column for your first choice, in the 2nd column for your second choice, and so on up to the 10th column for your 10th choice.

Column Style



Correct! All 3 choices must be different.

No more than one oval in a column.

Don't choose the same candidate more than once.

Mayor	1st Choice	2nd Choice	3rd Choice	4th Choice	5th Choice	6th Choice	7th Choice	8th Choice	9th Choice	10th Choice
Frederick Sharp	<input type="checkbox"/>									
Luis Garcia	<input type="checkbox"/>									
Alex Wallace	<input type="checkbox"/>									
Eric Savoy	<input type="checkbox"/>									
Barbara Williams	<input type="checkbox"/>									
Lillian Cohen	<input type="checkbox"/>									
Ann Windsock	<input type="checkbox"/>									
Markos Miller	<input type="checkbox"/>									
Elizabeth Harp	<input type="checkbox"/>									
Silver Party	<input type="checkbox"/>									

Mayor	1 First Choice	2 Second Choice	3 Third Choice
Frederick Sharp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Luis Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alex Wallace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Eric Savoy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Williams	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lillian Cohen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ann Windsock	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Markos Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Silver Party	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Implementing RCV

ES&S ballot design
used in Maine

State of Maine Sample Ballot
Democratic Primary Election, June 12, 2018
for

		1st Choice	2nd Choice	3rd Choice	4th Choice	5th Choice	6th Choice	7th Choice	8th Choice	9th Choice	10th Choice	11th Choice	12th Choice	13th Choice	14th Choice	15th Choice	16th Choice	17th Choice	18th Choice	19th Choice	20th Choice		
Instructions to Voters To vote, fill in the oval like this ● To rank your candidate choices, fill in the oval: <ul style="list-style-type: none"> In the 1st column for your 1st choice candidate. In the 2nd column for your 2nd choice candidate, and so on. Continue until you have ranked as many or as few candidates as you like. Fill in no more than one oval for each candidate or column. To rank a write-in candidate, write the person's name in the write-in space and fill in the oval for the ranking of your choice.	Governor																						
	Cole, Adam Roland <small>Sherburne</small>																						
	Dion, Donna J. <small>Buxton</small>																						
	Dion, Mark W. <small>North Berwick</small>																						
	Eves, Mark W. <small>North Berwick</small>																						
	Mills, Janet T. <small>Paris</small>																						
	Parsons, Diane Marie <small>Paris</small>																						
	Sweet, Elizabeth A. <small>Madawaski</small>																						
	Write-in																						
	Rep. to Congress District 2	Fulford, Jonathan S. <small>Monroe</small>																					
	Golden, Jared F. <small>Lebanon</small>																						
	Johnson, Craig R. <small>Lebanon</small>																						
	St. Clair, Lucas R. <small>Winnon</small>																						
	Write-in																						

Turn Over for Additional Contests

Implementing RCV

*Dominion ballot design
used in Santa Fe*

SAMPLE SAMPLE SAMPLE

MAYOR - RANKED CHOICE VOTING INSTRUCTIONS:

- Rank your 1st - 5th choice in the columns below.
- Vote from left to right in order of your preference.
- To vote, completely fill in the oval next to your choice, like this: ●

ALCALDE - INSTRUCCIONES PARA LA VOTACIÓN POR ORDEN DE PREFERENCIA:

- Marque en orden de preferencia usando las columnas del 1 al 5 abajo.
- Vote de izquierda a derecha en orden de preferencia.
- Para votar, llene completamente el óvalo correspondiente a su preferencia, de esta manera: ●

FOR MAYOR PARA ALCALDE Four (4) Year Term Plazo de Cuatro (4) Años	1st Choice 1ª Opción	2nd Choice 2ª Opción	3rd Choice 3ª Opción	4th Choice 4ª Opción	5th Choice 5ª Opción
Peter N. Ives	<input type="radio"/>				
Alan Webber	<input type="radio"/>				
Kate L. Noble	<input type="radio"/>				
Joseph M. Maestas	<input type="radio"/>				
Ronald S. Trujillo	<input type="radio"/>				

SAMPLE SAMPLE SAMPLE

COUNCILOR - RANKED CHOICE VOTING INSTRUCTIONS:

- Rank your 1st - 3rd choice in the columns below.
- Vote from left to right in order of your preference.
- To vote, completely fill in the oval next to your choice, like this: ●

CONCEJAL - INSTRUCCIONES PARA LA VOTACIÓN POR ORDEN DE PREFERENCIA:

- Marque en orden de preferencia usando las columnas del 1 al 3 abajo.
- Vote de izquierda a derecha en orden de preferencia.
- Para votar, llene completamente el óvalo correspondiente a su preferencia, de esta manera: ●

FOR COUNCILOR PARA CONCEJAL DISTRICT 4 - DISTRITO 4 Four (4) Year Term Plazo de Cuatro (4) Años	1st Choice 1ª Opción	2nd Choice 2ª Opción	3rd Choice 3ª Opción
Eric John Holmes	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Greg Scargall	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
JoAnne Vigil Coppler	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Implementing RCV

- Voter education campaigns can be scaled to meet the municipality
 - Water bill inserts
 - Civic club presentations
 - Social media
 - Partner with other organizations
 - League of Women Voters

MINNEAPOLIS
Your City. Your Vote.
vote.minneapolismn.gov

WHAT'S ON THE BALLOT?

- ★ **Mayor**
Approves local laws and appoints new members to city agencies and boards.
- ★ **City Council member**
Represents city wards and neighborhoods, and passes local laws.
- ★ **Park and Recreation Board members**
In charge of city parks and recreation programs.
- ★ **Board of Estimate and Taxation members**
Set property tax rates residents pay for city services.

2017 KEY DATES

Sep 22	Vote early Vote by mail or in-person September 22 to November 6.
Oct 17	Register to vote Register by October 17 to save time on Election Day.
Nov 7	Election Day Voting open 7 a.m. to 8 p.m.

HOW TO VOTE

- In this election you can rank up to 3 candidates in order of your choice.
- You can choose just 1 candidate if you don't have a 2nd or 3rd choice.
- Your 2nd and 3rd choices do not count against your 1st choice. They only count if your 1st choice does not win.

HOW IS MY BALLOT COUNTED?

- Election officials count 1st choice votes. If a candidate gets over 50%, they win. If not, the ranked-choice counting begins in step 2.

Over 50%
Lucy Zac Omar Asha
- The candidate with the fewest votes is eliminated. Those votes transfer to each voter's next choice candidate. If a candidate now has over 50% of the vote, they win.

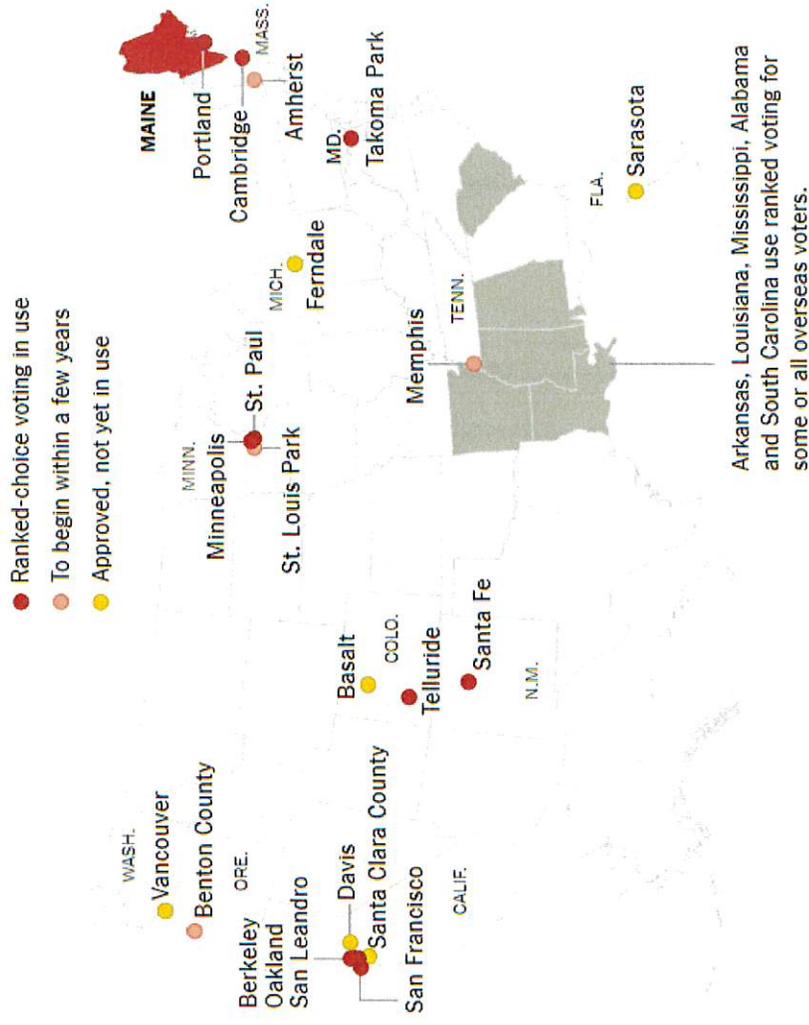
Over 50%
Lucy Omar Asha
- If necessary, the process in step 2 repeats until a candidate wins. In each round, the candidate with the fewest votes is eliminated. Only then are votes transferred to each voter's next choice of candidate (if any).

Over 50%
Lucy Zac Omar Asha

1st choice	2nd choice	3rd choice
<input type="radio"/> Lucy	<input checked="" type="radio"/> Lucy	<input type="radio"/> Lucy
<input checked="" type="radio"/> Zac	<input type="radio"/> Zac	<input type="radio"/> Zac
<input type="radio"/> Omar	<input type="radio"/> Omar	<input type="radio"/> Omar
<input type="radio"/> Asha	<input type="radio"/> Asha	<input checked="" type="radio"/> Asha

Implementing RCV

- Proven voting method
- Resources to build upon

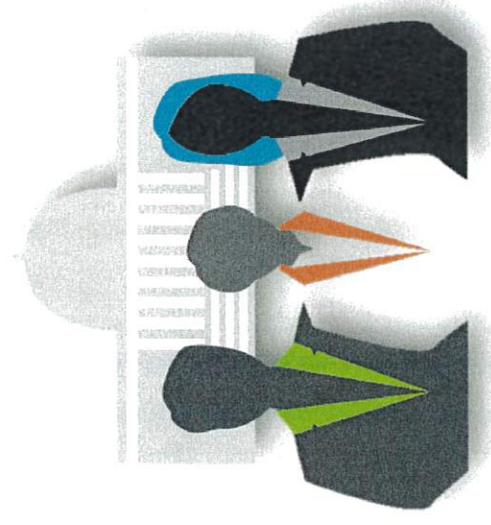


By The New York Times | Source: FairVote

WWW.UTAHRCV.COM

Next Steps

- Provide notice to Lt. Governor's Office
- Before January 1 of odd-numbered year
- State intent to participate and election year
- Signed by election officer of municipality stating the municipality has the resources and capability necessary



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