

**SPECIAL CITY COUNCIL MEETING**  
**Tuesday, April 19, 2011 7:00 p.m.**  
**Public Safety Building**  
**3925 W Cedar Hills Drive, Cedar Hills, Utah**

*This meeting may be held electronically via telephone to permit one or more of the council members to participate.*

NOTICE is hereby given that the City Council of the City of Cedar Hills, Utah, will hold a Special City Council Meeting on Tuesday, April 19, 2011, beginning at 7:00 p.m.

**COUNCIL MEETING**

1. Call to Order, Invocation, and Pledge

**SCHEDULED ITEMS**

2. Review/Action to Award the Contract for the Community Events and Recreation Center
3. Review/Action on Resolution Adopting Fees
4. Review/Action on an Interlocal Agreement with American Fork City to Provide Pressurized Irrigation to American Fork Residents

**ADJOURNMENT**

5. Adjourn

Posted this 14th day of April, 2011.

\_\_\_\_\_  
Kim E. Holindrake, City Recorder

This special meeting was ordered by Mayor Eric Richardson.

\_\_\_\_\_  
Eric Richardson, Mayor

- Supporting documentation for this agenda is posted on the City's Web Site at [www.cedarhills.org](http://www.cedarhills.org).
- In accordance with the Americans with Disabilities Act, the City of Cedar Hills will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-785-9668 at least 48 hours in advance of the meeting to be held.
- The order of agenda items may change to accommodate the needs of the City Council, the staff, and the public.



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker, City Engineer/PW Director
<b>DATE:</b>	4/19/2011

## City Council Agenda Item

<b>SUBJECT:</b>	CERC Building Bid																
<b>APPLICANT PRESENTATION:</b>	David Bunker																
<b>STAFF PRESENTATION:</b>	David Bunker, City Engineer/Public Works Director																
<b>BACKGROUND AND FINDINGS:</b>																	
<p>The City of Cedar Hills has received construction bids for the CERC building. They are as follows:  We have just concluded the CERC Building bid opening. The results from low to high are as follows:</p> <table border="0"> <tr> <td>1)Peck Ormsby:</td> <td>Base bid \$2,106,800</td> <td>Bid Alternates- \$84,000</td> <td>Total- \$2,190,800</td> </tr> <tr> <td>2)Menlove Construction:</td> <td>Base Bid \$2,161,121</td> <td>Bid Alternates- \$81,956</td> <td>Total- \$2,243,077</td> </tr> <tr> <td>3)Hogan Construction:</td> <td>Base Bid \$2,251,000</td> <td>Bid Alternates- \$182,046</td> <td>Total- \$2,433,046</td> </tr> <tr> <td>4)GP Construction:</td> <td>Non-Responsive</td> <td></td> <td></td> </tr> </table> <p>The apparent low bidder is Peck Ormsby. CMA will review the low and second low bidder to make sure the subs are qualified and the sub-contract bids are in line.</p>		1)Peck Ormsby:	Base bid \$2,106,800	Bid Alternates- \$84,000	Total- \$2,190,800	2)Menlove Construction:	Base Bid \$2,161,121	Bid Alternates- \$81,956	Total- \$2,243,077	3)Hogan Construction:	Base Bid \$2,251,000	Bid Alternates- \$182,046	Total- \$2,433,046	4)GP Construction:	Non-Responsive		
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4)GP Construction:	Non-Responsive																
<b>PREVIOUS LEGISLATIVE ACTION:</b>																	
N/A																	
<b>FISCAL IMPACT:</b>																	
Proposed to be funded through Park and Recreation Impact Fee fund.																	
<b>SUPPORTING DOCUMENTS:</b>																	
N/A																	
<b>RECOMMENDATION:</b>																	
Staff recommends the City Council review the CERC bids and consider Cedar Hills overall recreation needs.																	
<b>MOTION:</b>																	
To approve/not approve a contract with Peck Ormsby Construction for the construction of the Cedar Hills Community Events and Recreation Center in the approximate amount of \$2,190,800.																	



# CITY OF CEDAR HILLS

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**TO:** Mayor Richardson, City Council, and Staff  
**FROM:** Kim E. Holindrake, City Recorder  
**DATE:** April 14, 2011

## City Council Memorandum

**SUBJECT:** Fee Schedule  
**APPLICANT PRESENTATION:**  
**STAFF PRESENTATION:** Greg Robinson, Assistant City Manager

### **BACKGROUND AND FINDINGS:**

Discussion has been held regarding nonresident sewer rates and other fees. The Council adopted resolution 10-2-2007C on October 2, 2007, that added nonresident sewer fees at four times and eight times the resident rate. Staff also proposes a universal nonresident late fee, which is two times the resident late fee.

### **PREVIOUS LEGISLATIVE ACTION:**

Resolution 10-2-2007C added nonresident fees at four times and eight times the resident rate.

### **FISCAL IMPACT:**

### **SUPPORTING DOCUMENTS:**

- Proposed resolution

### **RECOMMENDATION**

### **MOTION**

**RESOLUTION NO. \_\_\_\_\_**

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

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

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

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

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

**Section 1  
Adoption**

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

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

Fee Type	Current Fee	Amended/Added Fee
Universal Nonresident Late Fee	-0-	\$20
Sewer - Nonresident	Double Average Resident Rate	
Sewer - Nonresident	4 x Cedar Hills Resident Rate (Beginning 1-1-2008 if no Boundary Adjustment or Disconnection/Annexation documentation is filed with the City of Cedar Hills and other municipality.)	

Sewer - Nonresident

8 x Cedar Hills Resident Rate  
(Beginning 7-1-2008 if the  
Boundary Adjustment or  
Disconnection/Annexation is not  
complete between the City of  
Cedar Hills and other  
municipality.)

**Section 2**  
**Update/Adjustment of Fees**

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

**Section 3**  
**Severability**

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

All resolutions or policies in conflict herewith are hereby repealed.

**PASSED AND APPROVED THIS 19TH DAY OF APRIL, 2011.**

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Eric Richardson, Mayor

ATTEST:

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Kim E. Holindrake, City Recorder

Resolution No.  
Fee Schedule



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker, City Engineer/PW Director
<b>DATE:</b>	4/19/2011

## City Council Agenda Item

<b>SUBJECT:</b>	Pressurized Irrigation Service to AF Residents
<b>APPLICANT PRESENTATION:</b>	David Bunker
<b>STAFF PRESENTATION:</b>	David Bunker, City Engineer/Public Works Director
<b>BACKGROUND AND FINDINGS:</b>	
<p>The City of Cedar Hills has installed a pressurized irrigation system in the American Fork subdivision south of 9900 North. The installation was based on the initial understanding that the Cities would work towards a boundary adjustment of the area into Cedar Hills. Recently staff has had contact with American Fork City staff and 8 of the 9 residents in that area. Neither the AF staff, nor any of the current AF residents have the appetite to make the boundary adjustment at this time.</p> <p>UPDATE: An Interlocal Agreement with AF City for Pressurized Irrigation delivery is attached. The agreement would provide for the delivery of pressurized irrigation water to residents in the Lone Peak Subdivision in American Fork based on reimbursement of infrastructure costs totaling \$89,000, the cost of water delivery from the system using current escalating costs from the City's CUWCD water source (currently \$159.30/ac-ft) billed annually, and an annual administrative operations fee of \$1,000 for the administration, billing operations, and delivery of water to the system.</p>	
<b>PREVIOUS LEGISLATIVE ACTION:</b>	
Tabled 4/5/11 City Council meeting	
<b>FISCAL IMPACT:</b>	
N/A	
<b>SUPPORTING DOCUMENTS:</b>	
Interlocal Agreement	
<b>RECOMMENDATION:</b>	
Staff recommends the City Council approve an interlocal agreement for Pressurized Irrigation Service to AF Residents .	
<b>MOTION:</b>	
To approve/not approve the Mayor to enter into an Interlocal Agreement with American Fork City for the purpose of providing pressurized irrigation service to residents of American Fork.	

## **INTERLOCAL COOPERATION AGREEMENT**

The agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between American Fork City, a municipal corporation, hereinafter “American Fork”, and The City of Cedar Hills, a municipal corporation, hereinafter “Cedar Hills”, both of who are political subdivisions of the State of Utah.

### **RECITALS**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation 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 actions; and

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

WHEREAS, the parties share a common boundary between them; and

WHEREAS, each party owns and operates systems to provide culinary and secondary water to their residents; and

WHEREAS, Cedar Hills currently owns pressurized irrigation distribution facilities within American Fork and wishes to provide secondary irrigation services within American Fork to better serve the needs of its residents; and

WHEREAS, the parties are desirous of reaching an agreement with respect to secondary water deliveries within and through American Fork City.

NOW THEREFORE, the parties do mutually agree, as follows:

1. American Fork agrees to reimburse Cedar Hills for infrastructure installation in the amount of \$89,000. The reimbursement shall facilitate purchase of pressurized irrigation mainline piping and irrigation laterals within the Lone Peak Subdivision. All facilities and/or irrigation mainlines within the right of way of 9900 North (1800 North) shall remain the property of Cedar Hills.
2. American Fork agrees to pay Cedar Hills an annual administrative fee of \$1,000.
3. American Fork agrees to pay Cedar Hills annually for all water delivered to the users within the Lone Peak Subdivision at the current Central Utah Water Conservancy District (CUWCD) rates per acre-foot. In addition, a pro-rata portion of O&M fees shall be assessed per acre-foot consumed. Payment shall be made by December 31 annually.
4. Cedar Hills agrees to install, maintain, and record usage from an irrigation meter for the purpose of calculating total consumptive use of water delivered to the Lone Peak Subdivision. All costs for mainline meter maintenance and recording of meter data shall be included in the administrative fee.
5. Cedar Hills agrees to deliver water to the irrigation system within 5 working days of April 15, through October 15 annually. Cedar Hills shall not be held liable for disruptions in service delivery due to unforeseen conditions, construction activities, natural disaster, or scheduled shutdown.
6. This agreement shall take effect on the date that the agreement is approved by both Parties.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_, American Fork City  
Mayor

Attest: \_\_\_\_\_  
City Recorder, American Fork City

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_, City of Cedar Hills  
Mayor

Attest: \_\_\_\_\_  
City Recorder, City of Cedar Hills