

2nd AMENDED AGENDA
CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Tuesday, July 16, 2013 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, July 16 2013, beginning at 7:00 p.m.** at the Community Recreation Center, 10640 N Clubhouse Drive, Cedar Hills, Utah. This is a public meeting and anyone is invited to attend.

COUNCIL MEETING

1. Call to Order, Invocation given by C. Zappala and Pledge led by Mayor Gygi
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. Review/Action on Adopting a Resolution Recognizing Cedar Hills Champion, Erika Dalton

CONSENT AGENDA

5. Appointment of Poll Workers for the 2013 Municipal Primary Election

CITY REPORTS AND BUSINESS

6. City Manager
7. Mayor and Council

SCHEDULED ITEMS

8. Review/Action on a Resolution Adopting Fees
9. Review/Action on Amendments to Title 6, Public Ways and Property, Regarding Parks and Public Properties, which includes Prohibiting Alcoholic Beverages within all Parks
10. Discussion on Bayhill Trailhead Park
11. Motion to go into Executive Session, Pursuant to Utah State Code 52-4-204 & 52-4-205, to discuss Pending and Reasonably Imminent Litigation, and to discuss the Purchase, Exchange or Lease of Real Property
* * * EXECUTIVE SESSION * * *
12. Motion to Adjourn Executive Session and Reconvene City Council Meeting
13. Discussion on Impact Fees
14. Discussion on a Public Safety Services District
15. Review/Action on Contract with Tree Fitness, LLC, for Recreational Fitness Programs and Activities
16. Review/Action on the Final Plat for Bridgestone Plat D, located at approximately 4500 West and Harvey Boulevard.

ADJOURNMENT

17. Adjourn

Posted this 15th day of July, 2013

Colleen A. Mulvey, City Recorder

- Supporting documentation for this agenda is posted on the City's Web Site 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 to be held.
- 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:	Gary R. Gygi, Mayor
DATE:	7/16/2013

City Council Agenda Item

SUBJECT:	Cedar Hills Champion – Erika Dalton
APPLICANT PRESENTATION:	Yes
STAFF PRESENTATION:	Gary R. Gygi, Mayor
BACKGROUND AND FINDINGS: As part of the Cedar Hills Champions Program, the city would like to recognize Erika Dalton. Erika is thirteen years old and is an accomplished violinist. She has won several awards including the 9th Annual Oquirrh Mountain Symphony Concerto Competition. Erika has been crowned the 2013 Miss Pre-Teen Utah and will be attending the National Pageant this November in Anaheim, California. She is a violin student of BYU Professor Monte Belknap, and a full scholarship member of the Gifted Music School in Salt Lake City.	
PREVIOUS LEGISLATIVE ACTION: none	
FISCAL IMPACT: none	
SUPPORTING DOCUMENTS: Resolution recognizing Erika Dalton as a Cedar Hills Champion, and proclaiming July 17, 2013 as "Erika Dalton Day" in Cedar Hills.	
RECOMMENDATION: Staff recommends the City Council approve and adopt the resolution.	
MOTION: To approve/not approve Resolution _____, a resolution recognizing Erika Dalton as a Cedar Hills Champion for her musical achievements and for being crowned as the 2013 Miss Pre-Teen Utah.	

RESOLUTION NO. _____

A RESOLUTION RECOGNIZING ERIKA DALTON AS A CEDAR HILLS CHAMPION FOR HER OUTSTANDING COMMITMENT TO EXCELLENCE, FOR HER MUSICAL ACHIEVEMENTS, AND FOR BEING CROWNED THE 2013 MISS PRE-TEEN UTAH.

WHEREAS, the City of Cedar Hills wishes to fully recognize the dedication and effort that thirteen year old Erika Dalton has given to becoming an accomplished violinist; and

WHEREAS, Erika Dalton has been crowned the 2013 Miss Pre-Teen Utah, wherein the pageant program is based on inner beauty with emphasis on gaining self-confidence, learning new skills and setting and achieving personal goals; and

WHEREAS, Erika Dalton exemplifies the traits, abilities, and drive that inspire others in our community to pursue their own personal goals and dreams.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Hills, Utah, and on behalf of the residents, hereby proclaims that July 17, 2013, be recognized as "Cedar Hills Champion, Erika Dalton Day". With this the City of Cedar Hills wishes to recognize and sincerely thank Erika Dalton for her dedication and inspiration that she has provided to our community.

PASSED AND ORDERED RECORDED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 16TH DAY OF JULY, 2013.

Gary R. Gygi, Mayor

ATTEST:

Colleen Mulvey, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Colleen Mulvey, City Recorder
DATE:	7/16/2013

City Council Agenda Item

SUBJECT:	Appointment of Poll Workers for the 2013 Municipal Elections
APPLICANT PRESENTATION:	n/a
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager
BACKGROUND AND FINDINGS: In accordance with UCA 20A-5-602, the municipal legislative body shall appoint poll workers for the local elections. The municipal legislative body may not appoint any candidate's parent, sibling, spouse, child or in-law to serve as a poll worker in the voting precinct where the candidate resides.	
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT:	
SUPPORTING DOCUMENTS: List of 2013 Poll Workers	
RECOMMENDATION: Staff recommends the City Council appoint those listed as poll workers for the 2013 Municipal Elections	
MOTION: To appoint those persons listed, as poll workers for the 2013 Municipal Elections.	



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, Assistant City Manager
DATE:	7/16/2013

City Council Agenda Item

SUBJECT:	Changes to the Fee Schedule (Effective July 1, 2013)
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager
BACKGROUND AND FINDINGS: Modifications need to be made to the City Fee Schedule in order to implement recommendations from the utility study, and to add the declaration of candidacy fee that was adopted in April. Also to amend the schedule to separate the annexation and boundary adjustment fees as two different fees with mention of legal advertising fees required by the state to complete either process.	
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT:	
SUPPORTING DOCUMENTS: Updated Fee Schedule & Fee Schedule Resolution	
RECOMMENDATION: Staff recommends the City Council review the submitted fee schedule and resolution with the intent of a motion.	
MOTION: To approve/not approve Resolution No. _____, a resolution adding, amending, or deleting certain fees to the official, fees, bonds and fines schedule of the City of Cedar Hills, Utah.	

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:

Culinary Water		
Culinary Water Base Rate 2014		\$ 6.41
Per 1K gallons usage by block rate:		
PI Not Available		
1-8 K		\$ 1.40
18001-12		\$ 2.31
PI Connected (changed title)		
1-8 K		\$ 1.40
8001-12		\$ 2.31
12,001-18		\$ 3.41
18,001 +		\$ 4.51
PI Not Connected		
1-8 K		\$ 2.24
8001-12		\$ 3.47
12,001-18		\$ 4.55
18,001 +		\$ 5.64

Sewer	
Per 1K gallons usage	\$ 3.43
Storm Drain	
Storm Drain Rate Per ERU	\$ 8.18
Additional Garbage Toter	
\$ 10.92	
ACH/EFT/eCheck NSF	
\$ 15.00	
Declaration of Candidacy/Nomination Petition/Write In Candidate	
\$ 35.00	
Boundary Adjustment	
\$ 250.00	
Legal Advertising Fee – Per Daily Herald	

**Section 2
Update/Adjustment of Fees**

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

**Section 3
Severability**

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

All resolutions or policies in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 16th DAY OF JULY, 2013.

Gary R. Gygi, Mayor

ATTEST:

Colleen A. Mulvey City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	7/16/2013

Planning Commission Agenda Item

SUBJECT:	Review/Action on amendments to Title 6, Public Ways and Property, regarding Parks and Public Properties
APPLICANT PRESENTATION:	n/a
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager
BACKGROUND AND FINDINGS: The Beautification, Recreation, Parks and Trails Committee have recommended adding a chapter to Title 6 of the City Code regarding Parks. The Planning Commission has also reviewed the proposed ordinance. Proposed changes from the original text are highlighted in yellow.	
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT: n/a	
SUPPORTING DOCUMENTS: Proposed ordinance.	
RECOMMENDATION: n/a	
MOTION: Review/Action on proposed ordinance _____, regarding amendments to Title 6, Public Ways and Property, regarding Parks and Public Properties.	

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 6 OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH, RELATING TO PARKS AND PUBLIC PROPERTIES.

WHEREAS, the City Council of the City of Cedar Hills has determined that it is in the best interest of the City of Cedar Hills and the residents thereof to enact certain amendments to Title 6 of the City Code.

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

**PART I
AMENDMENTS**

Title 6 of the City Code is hereby amended by adding Section 8 entitled Parks and Public Properties to read as follows:

6-8-1: DEFINITIONS: The following words and phrases used in this chapter shall have the following meaning unless a different meaning clearly appears from the context:

PARK: "Park" shall mean any public or city owned park.

6-8-2: VANDALISM AND NUISANCES PROHIBITED:

- A. It shall be unlawful for any person or persons to scratch, cut, injure or deface any of the buildings, fences or structures, or to foul any of the fountains or streams, or any other improvements, or to cut or injure flowers, flower beds, ~~turf~~, trees or shrubs within the parks, or to commit any other act of vandalism to public or private property.
- B. It shall be unlawful for any person or persons to ride any animal or to permit a dog to be unleashed within the area of a park, or for any individual or group to do any of the following in a city park:
 - a. To play or practice golf;
 - b. To shoot any firearm or propel arrows, rocks or any projectile;
 - c. To engage in any activity that threatens the safety or well-being of other persons;
 - d. To create a disturbance or a nuisance; or
 - e. To operate, ride or otherwise use any licensed or unlicensed motorized vehicle, including, but not limited to, all-terrain vehicles (ATV), motorcycles, dirt bikes, or any wheeled or tracked commercially built or home built devices, **excluding any vehicle used in compliance with the Americans with Disabilities Act (§ 35.137)**
- C. It shall be unlawful for any person or persons to engage in ~~language that is offensive to the sensibilities of reasonable persons~~, or to engage in any act or activity creating a hazard that threatens the health and welfare of inhabitants of the park, or any activity that by its perpetuation can reasonably be said to have a detrimental effect on the property of a person or persons within the park.

6-8-3: REFUSAL TO LEAVE

It shall be unlawful for any person to refuse to leave any park if, after having violated any law or written rule or regulation of the city concerning conduct in the parks, he/she has been ordered to leave by **an authorized** city employee or by the police department.

6-8-4: USE OF PARKS BY PERMISSION; COMMERCIAL SALES PROHIBITED:

- A. **Permit Required:** Any person, group or organization desiring to use a park or any portion thereof on an exclusive basis or any person, group or organization desiring to use the park equipment for public gathering to the exclusion of other persons for the purpose of holding meetings, either public or private in nature, shall do so only after obtaining a reservation permit from the city office and upon payment of an appropriate fee for the privilege of reserving the area for a given period of time. Said permit shall be granted only after the person, group or organization applying for the permit can demonstrate to the city's satisfaction that adequate public restroom facilities are available, and that such public, private or excessive gatherings, meetings or activities can be conducted in a matter that will not be the cause of noise, lighting, parking or other condition, which unreasonably disturbs the adjoining neighborhood.
- B. **Commercial Activities:** It shall be unlawful to sell anything in a city park or to engage in any commercial activity in a city park, whether for profit or otherwise, without the prior written consent of the city.
- C. **Overnight Occupancy:** Overnight occupancy of the park may be permitted if the occupants are part of an organized group ~~such as Boy Scouts of America~~ and the group will have competent authorized adult supervision. Prior written consent is to be obtained from the city.

6-8-5: CONCESSIONS:

- A. **Concessions in City Parks:** The operation of any and all concessions to sell or rent any property (such as equipment, food, etc.) in any park or on any other property owned by the city shall be governed by the provisions of this section. All concessions shall comply also with any applicable state or local law.
- B. **Concession Agreement:** The privilege to operate a concession shall be granted by agreement between the city and the concessionaire. The privilege to operate a concession shall be determined on a competitive basis with service clubs being given priority consideration. The concession agreement may be for such period of time as agreed upon by the city and the concessionaire. The city shall have the right to review the services provided by the concessionaire at any time and to revoke the privilege to operate the concession if it is determined that the concessionaire is not abiding by the terms of the agreement or is not providing adequate service to the public. The city manager and recreation director are authorized to receive concession proposals and approve concession agreements in accordance with the provisions of this section.
- C. **Concessions Structures:**

- a. Permanent concessions structures shall not be allowed on city property unless they are owned by the city. The city may enter into a long term lease agreement of a city owned concession structure.
 - b. Temporary concession stands shall be limited to trailer or mobile units approved by the city. These stands shall be provided and satisfactorily maintained by the concessionaire.
- D. Liability Insurance Required: The concessionaire shall file, with the city recorder, proof of liability insurance in a minimum amount acceptable to the city. In addition, a waive which holds the city harmless from any negligence on the part of the concessionaire will also be filed with the city recorder.
- E. Care of Concessions Area: The concessionaire is to provide regular service and cleanup of the designated areas as set forth in the concession agreement.
- F. Fees for Concessions: The city reserves the right to charge a percentage of concession revenues as a fee to help offset the costs of city sponsored recreation programs and building maintenance.
- G. Penalty: Any person who operates any unauthorized concession in city parks or facilities is guilty of an infraction and upon conviction, subject to penalties.
- H. Property Owners Rights: The operation of concessions on property jointly owned by the city together with other property owners shall be on terms and conditions that are acceptable to all persons having ownership rights in the property.

6-8-6: PARK CURFEW:

- A. All parks shall be closed between the hours of ten thirty ~~(10:30)~~ 11:00 P.M. and five o'clock (5:00) A.M. It shall be unlawful for any person ~~other than city employees performing their duties to be~~ to loiter in the park when it is closed.

6-8-7: PARKING:

It shall be unlawful to park any vehicle upon park property in such a way as to block the roads provided and it shall be unlawful to park any vehicle ~~other than in the public parking area, other than authorized City and emergency vehicles.~~

6-8-8: ALCOHOLIC BEVERAGES PROHIBITED:

It shall be unlawful to consume or possess any alcoholic beverage within a park.

6-8-9: LITTERING PROHIBITED:

It shall be unlawful to cause or allow any foreign material, papers, bottles, cans, rags, or discarded articles of any substantial kind or nature to be left in ~~public places~~ parks.

6-8-10: USE OF RADIOS AND RECORDERS:

- A. It shall be unlawful to operate, play or cause to be operated or played in a city park or in a motor vehicle located in a city park or parked on a road adjacent to a city park, any radio, television, phonograph, stereo, tape player, disk player or other similar device which produces, reproduces or amplifies sound in such a manner as to be audible beyond the boundaries of the park or at a distance of more than twenty five feet (25') from such radio, television, ~~phonograph, stereo, tape player, disk player~~, sound amplifier or similar device.
- B. Subsection A of this section shall not apply if the device described in subsection A of this section and the volume of sound therefrom are specifically authorized by the city manager in conjunction with a scheduled activity.

6-8-11: PARK SIGNAGE:

- A. Required: The city shall cause to have made of durable material, use ADA (Americans with Disabilities Act) compatible language, erect conspicuously at each entrance, and thereafter maintain in good order signage as follows:
 - a. Indicating the approved name of the park;
 - b. Indicating in readily legible, concise, summary form, hours of park availability to the public and rules of park use, including pertinent restrictions.
- B. Single Sign: Signage of subsections A and B of this section may be combined on a single sign.

6-8-12: PENALTY:

Unless otherwise provided, any person violating any of the provisions of this chapter shall be guilty of **up to** a class B misdemeanor and upon conviction, subject to penalty. Each day a violated continues shall constitute a separate offense.

PART II

PENALTY AND ADOPTION

A. CONFLICTING PROVISIONS

Whenever the provisions of this Ordinance conflict with the provisions of any other Ordinance, resolution or part thereof, the more stringent shall prevail.

B. PROVISIONS SEVERABLE

This Ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid it is hereby declared that the remainder of the ordinance shall not be affected thereby.

C. AMENDMENT TO BE ADDED TO CITY CODE

The City Council hereby authorizes and directs that insert pages reflecting the provisions enacted hereby shall be made and placed in the City Code, Title 3.

D. PENALTY

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

E. EFFECTIVE DATE

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

PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 16TH DAY OF JULY, 2013.

APPROVED:

Gary R. Gygi, Mayor

ATTEST:

Colleen A. Mulvey, City Recorder



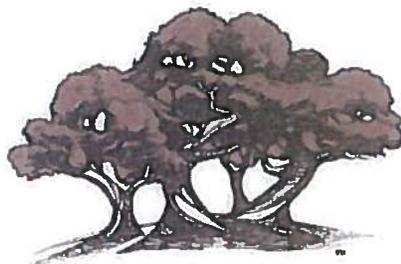
CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	7/16/2013

City Council Agenda Item

SUBJECT:	Discussion of Bayhill Trailhead Park
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker
BACKGROUND AND FINDINGS: In reviewing the most recent version of the Parks and Trails Master Plan with Open Space document, it has been noted that the Bayhill Trailhead Park area is not identified. An update is needed to the document for this park and several other areas including the Cottages Park area. Current park development impact fee fund balance is negative approximately (\$6,000). If the Bayhill Park Trailhead Park is to be developed, alternate sources of funding would need to be acquired, the Master Plan updated and if developed in FY 2014, a budget amendment approved. Possible funding sources include grants or the sale of other real property held by the City.	
PREVIOUS LEGISLATIVE ACTION: None.	
FISCAL IMPACT: Park Development Impact Fee fund balance is approximately negative -\$6,000. Park development cost estimates range from \$100,000 to \$400,000.	
SUPPORTING DOCUMENTS: Parks and Trails Master Plan with Open Space, adopted June 18, 2002, Edited April 11, 2007.	
RECOMMENDATION: With staff support, direct the Beautification, Recreation Parks and Trails committee to review and recommend revisions to the Parks and Trails Master Plan with Open Space documents specifically identifying park development components with associated costs.	
MOTION: Discussion item only. No motion is necessary. Direct the Beautification, Recreation Parks and Trails committee to review and recommend revisions to the Parks and Trails Master Plan with Open Space documents.	

**PARKS AND TRAILS MASTER PLAN
WITH OPEN SPACE**



CEDAR HILLS

**Prepared for:
City of Cedar Hills
3925 W. Cedar Hills Drive
Cedar Hills, Utah 84062**

**Prepared by:
the Cedar Hills Parks and Trails
Committee**

**Adopted June 18, 2002
Edited April 11, 2007**

PARKS AND TRAILS MASTER PLAN WITH OPEN SPACE

I. Introduction

An open atmosphere has always been an identifying characteristic of the Cedar Hills area. It has perhaps been the primary factor that has drawn people here. A feeling of openness can continue amid residential and other development through the establishment of parks, trails and open space areas. In addition, the population requires ample recreational space. The City's desire is to build a sufficient network of parks, and ~~connected by~~ a trail system that will contribute to the healthy, active lifestyles of the residents while also contributing to maintaining the historical feeling of openness. A map showing the location of present and future parks, trails and open space can be found herein.

II. Planning Philosophy

It has been said that "recreation facilities and their ability to enhance the quality of life are an essential competitive resource to be managed by communities for their own economic well-being." To this end, the City of Cedar Hills and its Parks and Trails Committee have undertaken this planning effort to give the Community's growing parks and trails system some planning and design direction and to fill the recreation needs of an ever increasing population.

It was decided by the City, at the beginning of the planning and design process, that structured public input throughout the process would facilitate the most effective results. To accomplish this important component of the parks and trails planning, the City conducted a series of structured public input meetings during the design process. The public input process addressed the following key elements:

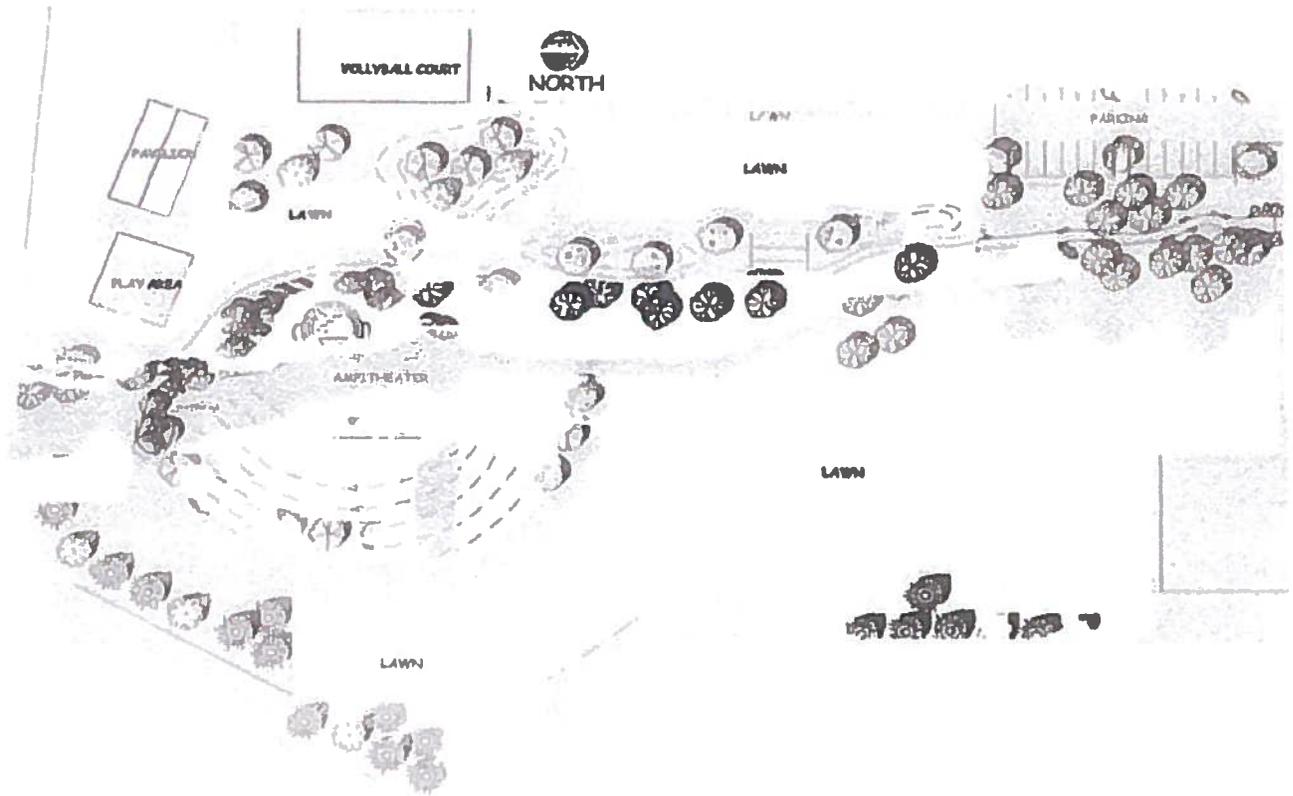
1. Understanding the character and dynamics of the community as well as the physical resources of the sites and the need to preserve and enhance them.
2. A firm grasp of community objectives, wants, values and conceptual program desires and how to reaffirm established long-term goals and objectives.

3. Consider the possibility that recreation needs can be met in many different ways depending on the resources available to the City and how other available facilities can act in support of those needs.
4. How the proposed plans accomplish the community's vision.

III. Park Programming/Park Character

The park programs were determined using City standards, with the national standards as a guide, to determine the different types of park facilities needed in communities based on population and projected growth. The available recreation resources of the community, both physical (natural) and existing facilities, should be assessed and analyzed based on the needs of the community to identify the uses and time frame of parks and trails. Every park has been considered as to its potential to accommodate community recreation needs. Different park parcels have different roles that will fill in the overall parks and trails system. These roles are identified primarily by site characteristics (size, slope), proximity to other facilities, trails, community needs, and park location.

IV. Existing Designs



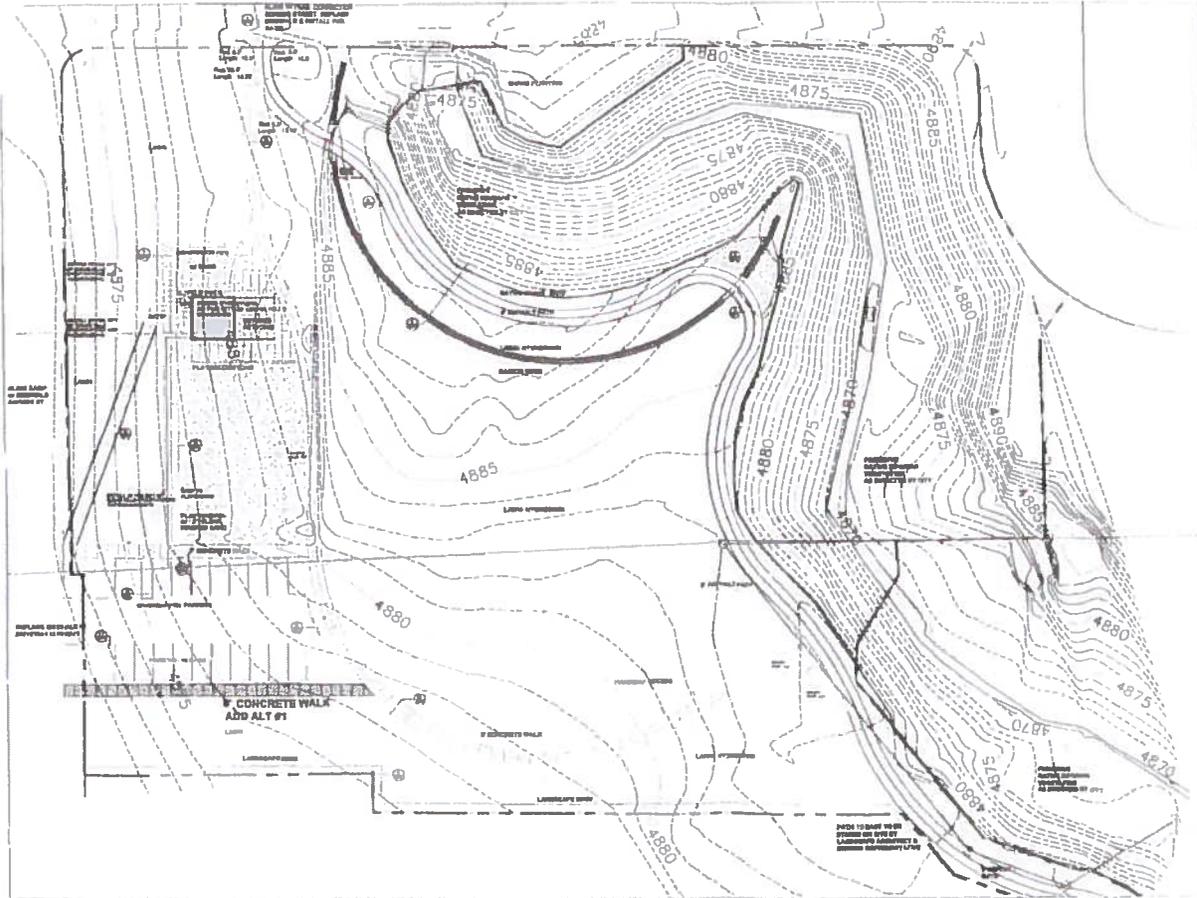
1. Heritage Park

As of 1995 one park existed, Heritage Park, located along Cedar Hills Drive on the east and west sides of Manila Creek. This park contains a pavilion, picnic tables, amphitheater, volleyball court, stream, trees and a trail that extends to Sunset Drive. Its size of 8.5 acres leaves additional room for future facilities.



2. Heiselt's Hollow Park

In the Spring of 2001, Heiselt's Hollow Park was completed adjacent to the Public Safety Building. This park contains a little league baseball/softball field, restrooms, a circular trail, trees, parking and tiny tot-lot. Its size is 2.3 acres.



4. 3. Sunset Parcel Park

The Sunset Park parcel is 5 acres and was completed in the spring of 2003. Because of its size and slope it is designed primarily to offer opportunities for passive recreation and limited, informal active areas. The open area in the center of the park is constructed to handle children’s activities and “games.” The park has been proposed with extensive “natural areas” and landscaping along the creek and is designed to capitalize on the significant views to the mountains. This park will also contain pavilions, picnic areas, a hard surface trail that extends to Harvey Boulevard, an overlook sitting area adjacent to the creek, a more manicured landscaped area, a playground, and horseshoe pits.

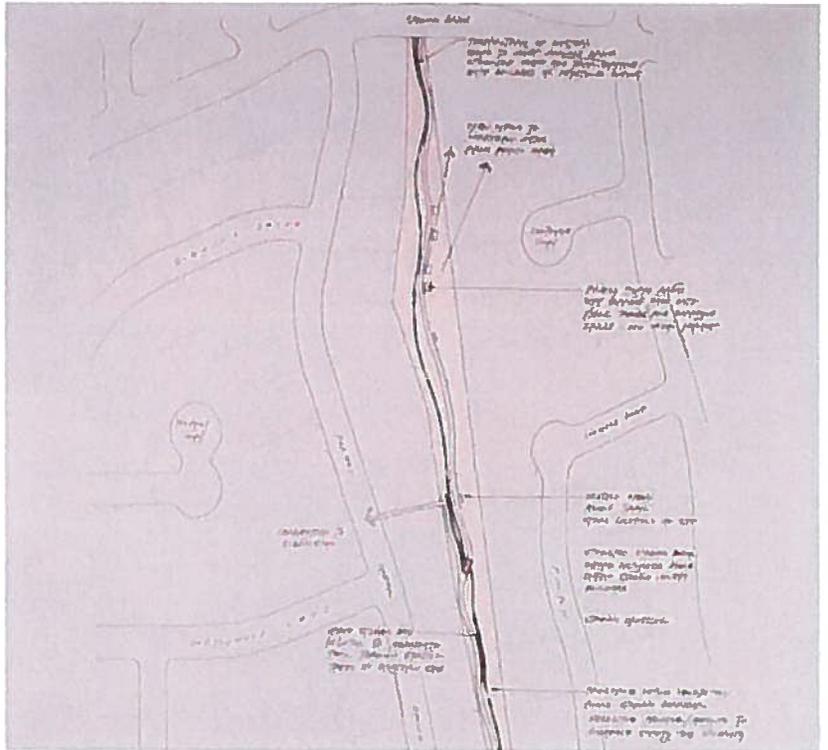
Proposed Designs

4. Forest Creek Park/Trail

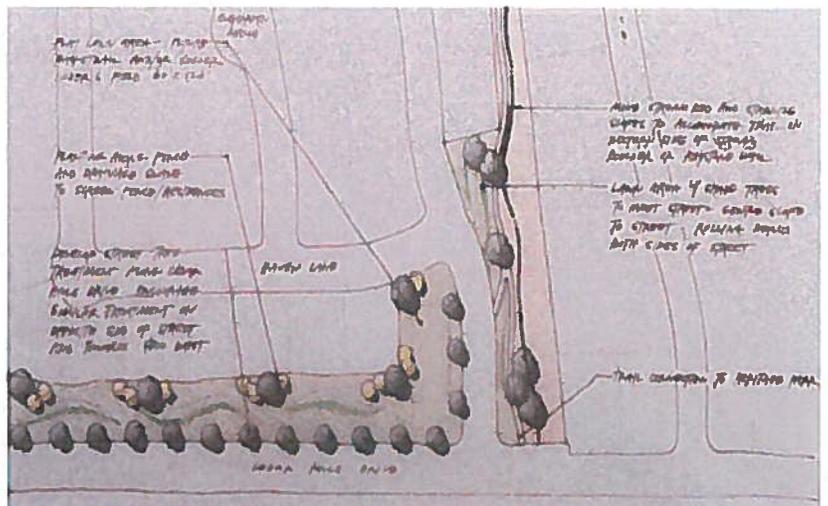
Forest Creek Park and Trail (5.1 acres) was completed in Spring of 2004 and was is contemplated to be constructed in two phases with slightly differing uses.

Phase II is the trail along the creek. The creek underwent will need some realignment and bank stabilization as a part of this effort. This area was visualized as primarily being kept in its natural state (cleaned up) with the addition of a paved path with bridges at proposed creek crossings and some benches along the path. The trail should connects to Heritage Park to the south and up at Redwood Drive to the north.

Phase I has is designed to have mostly earth mounds and landscaping for screening added to the existing meandering concrete path. At the far eastern end of this phase is a small open lawn area (west of Forest Creek Drive). This area along Cedar Hills Drive plays an important role as a landscaped gateway to the Community in establishing the landscape character for the rest of the community and parks.

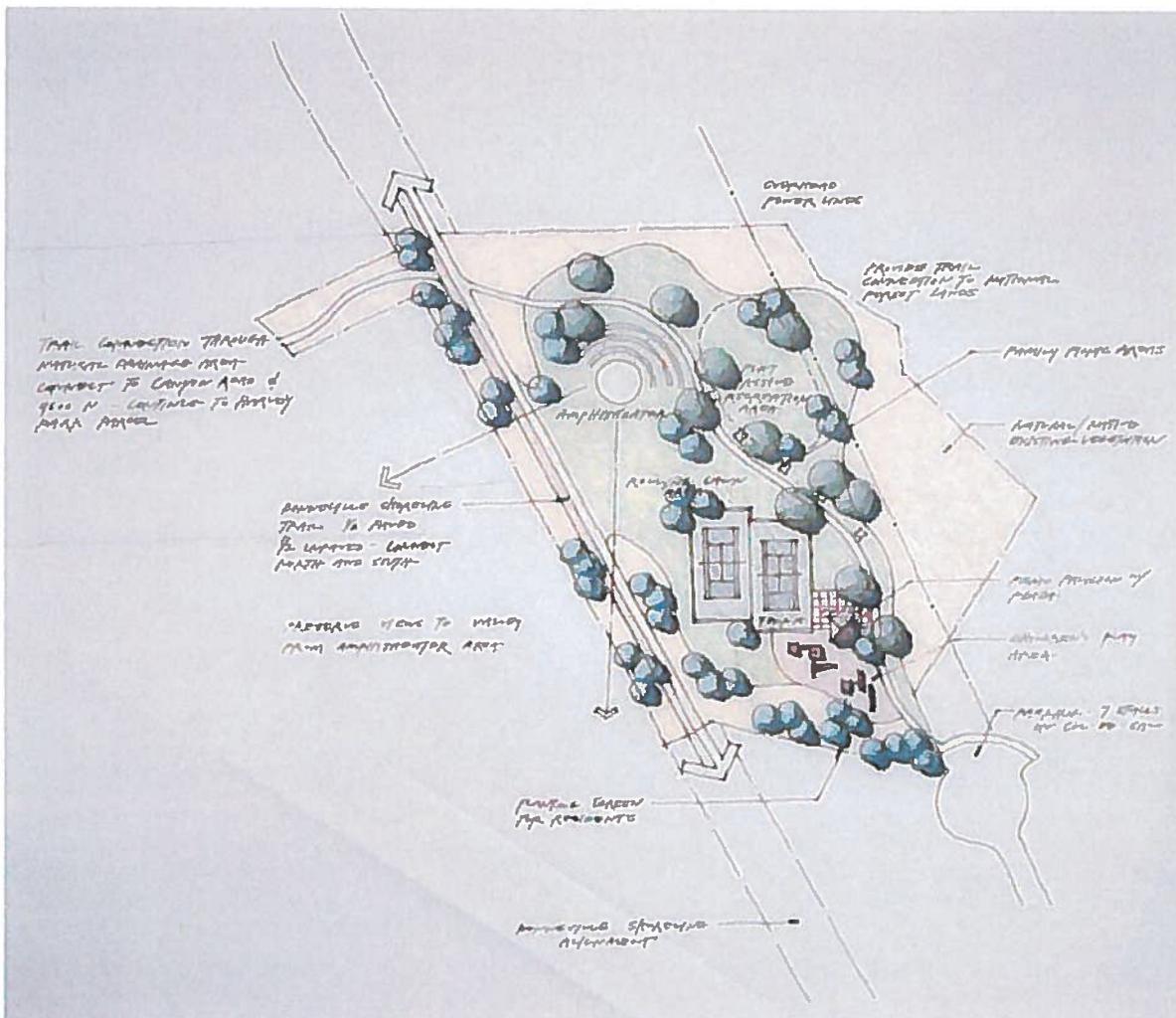


Phase 2



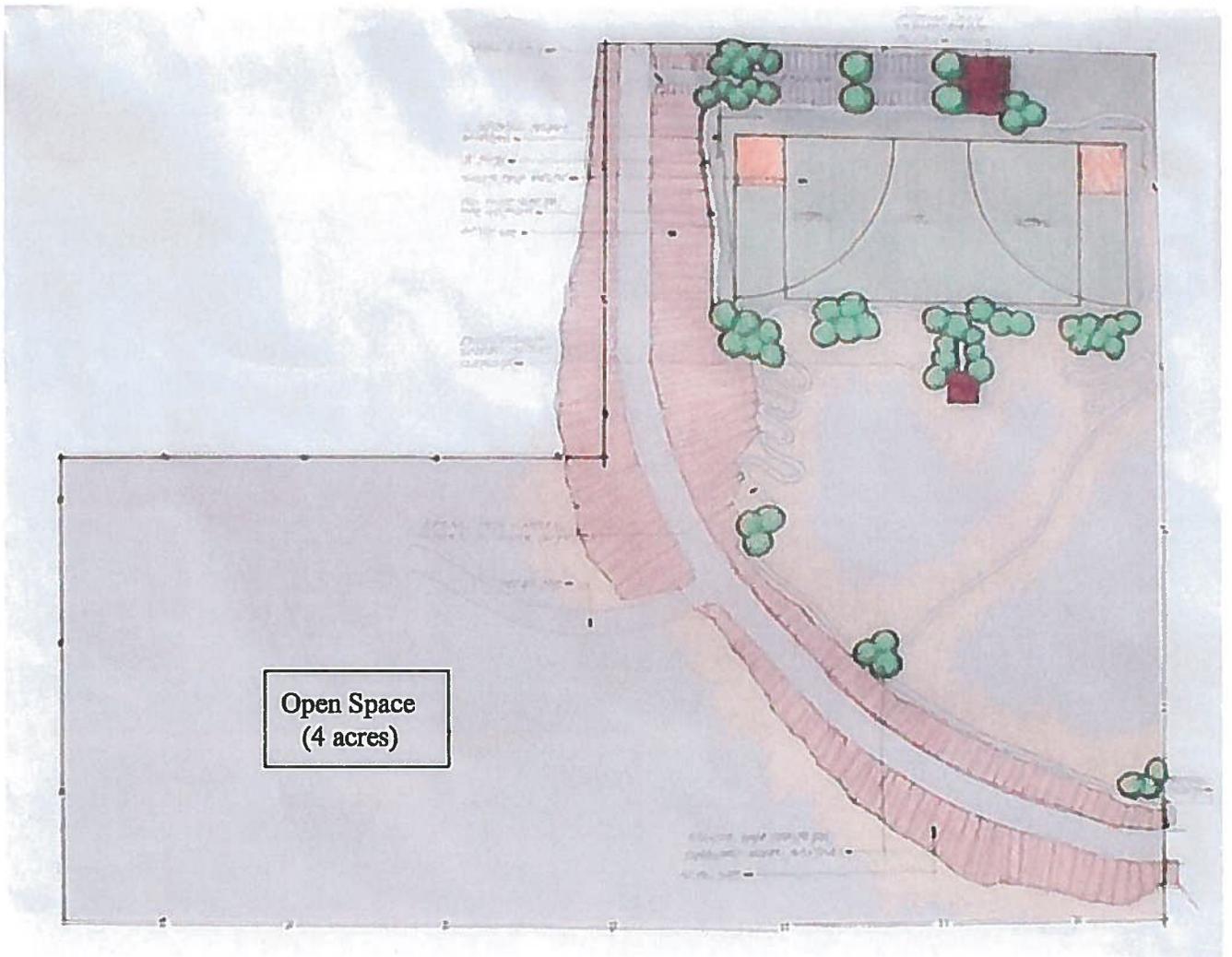
Phase I

V. Proposed Parks



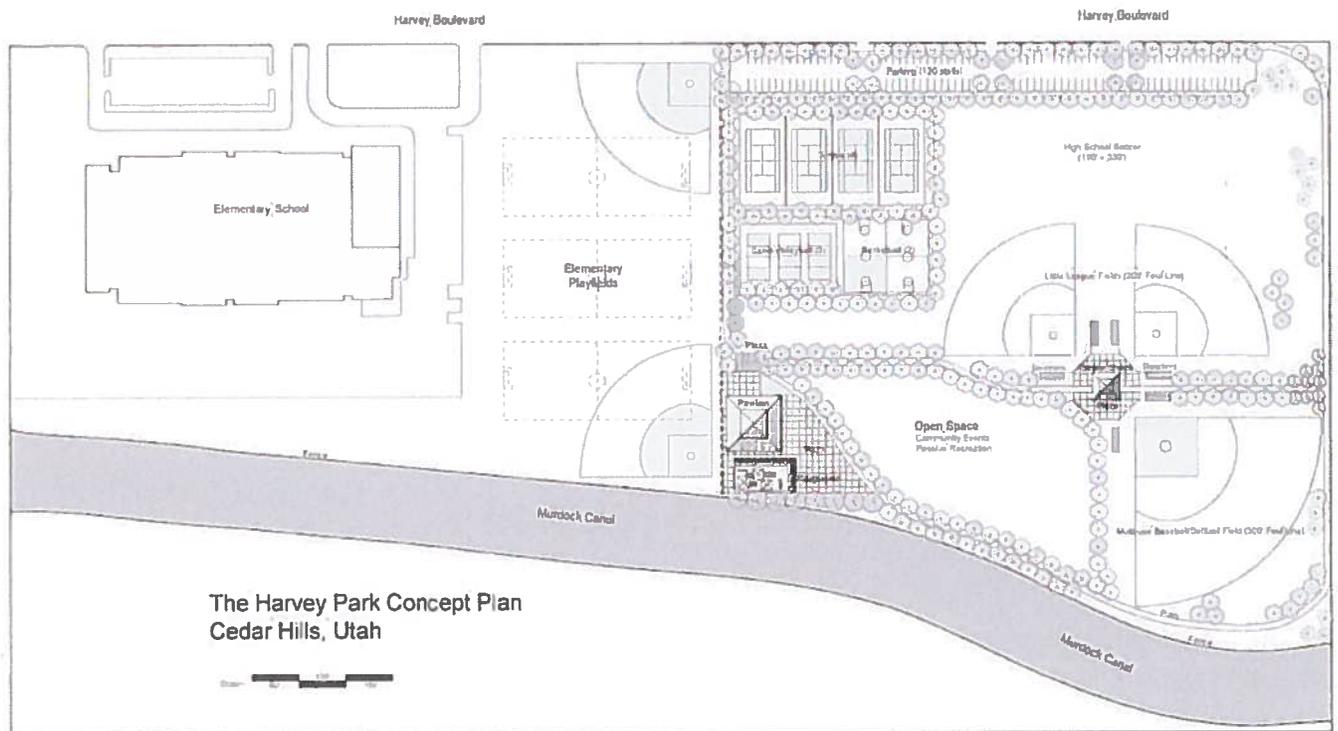
5.1. Canyon Heights Parcel Park

The Canyon Heights parcel is 4.7 acres in size and will include among other things a **natural amphitheater**, a large play area, a passive lawn recreation area, **and a small storage shed, gazebo, tennis courts, and picnic tables all set in a “natural setting.”** **Restrooms, one large pavilion, one medium pavilion, and four small pavilions will provide areas for picnicking.** It will also include an older child’s playground and a younger child’s playground, 3/4 basketball court, picnic tables, and a connection to the Bonneville Shoreline trail. This park is currently being developed and is expected to be completed Fall 2007.



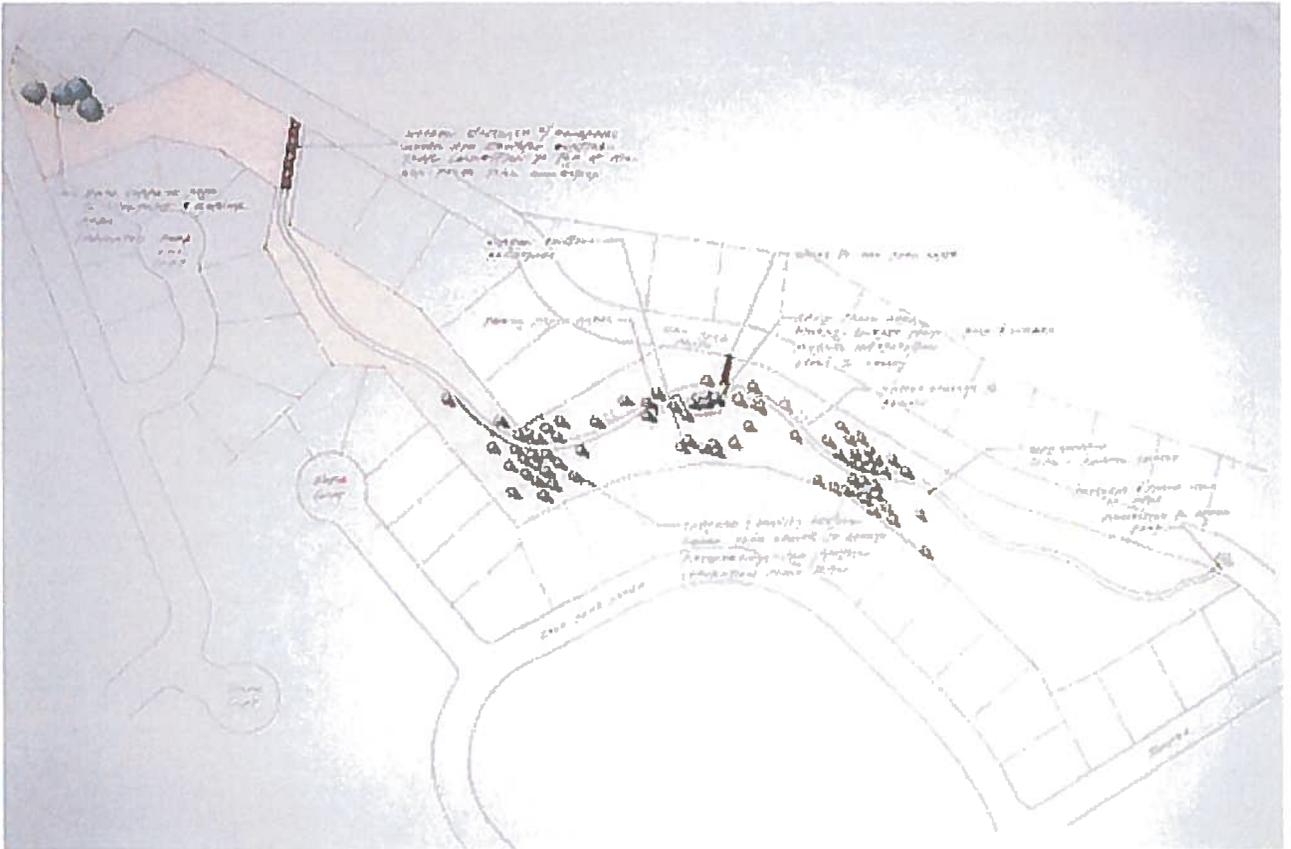
6. 2. Savage Parcel aka Mesquite Park

The Savage parcel is approximately 10 acres. The upper, flatter 6 acres may include among other things facilities for active recreation, softball fields, soccer fields, **flag football fields**, restrooms, picnic tables, trails and parking. The remaining 4 acres is conducive to open space designation and trails.



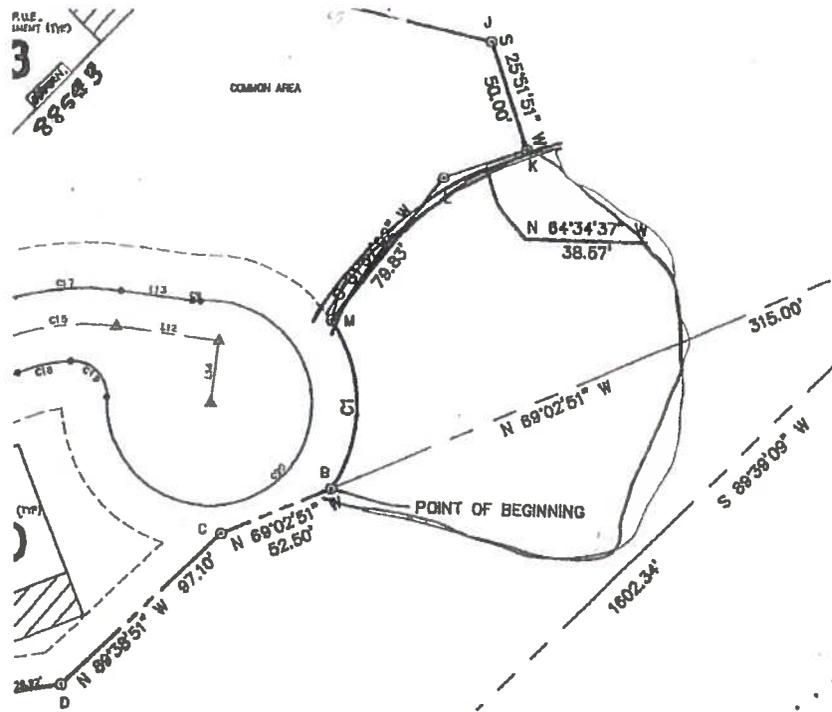
2.3. Harvey Parcel

The Harvey parcel at 12.4 acres is vitally important for accommodating recreation in the City of Cedar Hills. It is the only large piece of flat ground available for recreation. It can easily be connected by trail to Sunset Park and Forest Creek Park/Trail. It has been designed to accommodate one (1) regulation size high school soccer field, one (1) pony size baseball diamond, two (2) little league baseball/softball diamonds, four (4) tennis courts, three (3) volleyball courts, two (2) basketball courts, a passive recreation and picnic area with picnic tables and pavilions, one (1) large playground, restrooms, storage, a jogging loop, and parking. A skate park and water park are also proposed for this parcel.



3.4. Hillside Parcel

The Hillside parcel is a 5.2 acre piece of open hillside designed to accommodate mostly passive recreation such as trails, picnic facilities and an enhanced natural landscape. **This parcel of land is not currently owned by the City, but could provide a valuable addition to the parks and trail system.**



Boundary is approximate.

5. The Cottages Parcel

The Cottages parcel is approximately ___ acres in size and is designed to accommodate mostly passive recreation such as trails and an enhanced natural landscape. Because of its small size and neighborhood location, it is best suited for use as a neighborhood park with a green area and shade trees. It may also include a picnic table and benches. This property was deeded to the City specifically for the purpose of a park. Additionally, All American Development gave the City \$25,000 to be used for the initial development (possibly an irrigation system and seeding to provide a green area). This small park could be a key trail connector for the Bonneville Shoreline Trail and the future trail along the Murdock Canal.

6. The Cedars East Townhouse Parcel

The townhouse parcel is a piece of land, because of its small size (approximately ___ acres) and neighborhood location, is best suited for use as a neighborhood tot-lot with lawn and shade trees. It may also include a picnic table and benches to accommodate sitting and supervising of children.

VI. Conclusion

At this time there are a number of deficiencies that need to be addressed. According to the City standards the total park acreage is deficient by 12.6 acres (updated after Cottages Parcel, Cedars East Townhouse Parcel are updated). The facilities that are deficient include a multi-recreation/pool facility, basketball courts, a football field, and a skateboard park.

The park plans attached herein are not intended to be specific, detailed park designs, but only to identify how the different park sites might be designed to fill a role in the overall parks and trails system and give direction to future development. These plans communicate visually the community residents' ideas for parks and facilities. The items illustrated could be included toward the goal of meeting community recreation needs as each park is developed. This Parks and Trails Master Plan should be used primarily as a guideline to direct future parks and trails designs and development. It is not intended to be so totally site-specific that it precludes design development efforts or additional community planning when these individual parks and trails are developed. Additional trails connect these parks throughout the City.

The overriding, guiding consideration should be on preserving and enhancing the natural resources and environment whenever possible and carefully integrating man's works with nature's. Trails should meander through and follow the natural terrain while staying away from roads as much as possible. If Cedar Hills can accommodate the residents recreation needs while protecting the environment and natural resources that make Cedar Hills a desirable community to live in, the recreation planning efforts will truly be successful.

VII. Standards for Recreation Facilities - Cedar Hills Parks and Trails Master Plan with Open Space

Existing Cedar Hills Population (approximately 4,500 **9,500**)

	Standard	Existing	Surplus	Current Deficiency
Baseball/Softball	1/5000	1	0	1
Basketball	1/5000	0	0	± 2
Football	1/20000	0	0	0
Horseshoes	1/5000	± 2	0	± 0
Multi-Rec Center	1/10000	0	0	± 1
Skateboard		0	0	1
Soccer	1/10000	0	0	± 1
Swimming	1/20000	0	0	0
Tennis	1/2000	0	0	± 5
Trails	1 system	1	0	0
Volleyball/Badminton	1/5000	1	0	± 1

Projected Buildout Population (approximately 12,000)

	Standard	Planned	Surplus	Deficiency
Baseball/Softball	1/5000	± 4	1	0
Basketball	1/5000	2	0	± 0
Football	1/20000	± 1	± 1	± 0
Horseshoes	1/5000	4	1	0
Multi-Rec Center	1/10000	0	0	1
Skateboard		± 1	0	± 0
Soccer	1/10000	2	0	0
Swimming	1/20000	0	0	± 0
Tennis	1/2000	± 4	0	± 2
Trails	1 system	1	0	0
Volleyball/Badminton	1/5000	3	0	0

Cedar Hills - Proposed Parks and Facilities
VIII. Standards Based on Community Population of 12,000

Facilities	Average	Heritage Park	Heiselt's Hollow Park	Forest Creek Park/Trail	Harvey Parcel	Hillside Parcel	Sunset Parcel Park	Canyon Heights Parcel	Savage Parcel/Mesquite Park	Hayes Parcel Doral Park	Cottages Parcel	Cedars East Townhouse Parcel	Total
Acres		8.5	2.3	5.1	12.4	5.2	5	4.7	10	.2			53.4
City Standard/General Plan	66 6.1/1,000												
National Park & Rec													
Amphitheater	N/A	1						1					2
Baseball/Softball	3		1		3				20				4
Basketball	2-3				2								2
Football	1				0 2				0 2				4
Horseshoes	2-3						2	2					4
Multi-Rec Ctr	1												0
Parking	N/A	24	28		120		18	7	60				257
Pavilions	6	1			2	1	1	1	1				7
Playgrounds	6	1	1		1		1	1		1			6
Restrooms	N/A	1	1		1		1	1	1				6
Skateboard	N/A				1								1
Soccer	1-2				1				1				2
Swimming	1												0
Tennis	6	20			4								4
Trail portion	1	1		1	1	1	1	1	1				1
Volleyball/Badmi	2-3	1			3 2								3

CITY OF CEDAR HILLS
PARKS MASTER PLAN - ACREAGE

Park Land Impact Fee is based on 5.5 acres per 1,000 residents.

<u>PARK</u>	<u>ACRES</u>	
Heritage Park	5.5	
Heritage Park Extension (with trail)	3	
Heiselts Hollow Park	2.3	
Hillside parcel (open space)	5.2	
Savage parcel (Hayes #1) (Mesquite Park)	10.7	The other area (hillside) is open space and not park.
Hayes #3 parcel Doral Park	.2	
Harvey parcel	18	Plan the 18 acres with an alternate plan for 12-13 acres with school site.
Canyon Heights South parcel (#4) Park	4.7	
Forest Creek parcels 1 and 2 Park/Trail	5.1	
Sunset parcel (with trail) Park	5	
Cottages Parcel		
Cedars East Townhouse Parcel		
Total acreage	<u>59.7</u>	(Not Correct since Cottages & Cedars East need to be added.)

OTHER

~~Hayes #2 is open space with a trail head for the Bonneville Trail. Delete from plan.~~

~~Dream park does not exist. Delete from plan.~~

~~Cedar Run Park is a retention basin and not park. Delete from plan.~~

~~Pinnacle Pointe is a retention basin and not park. Delete from plan.~~

IX. Non-Motorized Trails

Non-motorized trails are an important element to the lifestyle enjoyed by the citizens of Cedar Hills. ~~Because of limited are and generally steep terrain, no motorized trails are planned for the~~ **City**. For a graphic representation of trail locations, refer to the map titled Parks and Trails Master Plan in this document. The trail system can serve as a vital and viable transportation system, and connects the parks within the community. Construction details and specific locations of trails can be found in the ~~City of Cedar Hills Town~~**City** Non-Motorized Trail Plan. This General Plan is intended to be consistent with the Trail Plan.

X. Other Recreational Facilities

As population growth warrants, the ~~City town~~**City** may look at joint ventures with adjoining communities for ~~other~~ **shared** recreational facilities. A swimming pool in cooperation with Highland adjacent to ~~the new~~ **Lone Peak** High School on 4800 and Cedar Hills Drive might be considered along with a general sports complex for that area that is proposed in the Highland City Comprehensive Plan.



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	7/16/2013

City Council Agenda Item

SUBJECT:	Discussion of Impact Fee Analysis Review
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker

BACKGROUND AND FINDINGS:

The latest Impact Fee Analysis performed by the City was completed in August 2007. Funding for a new review and analysis is included in the FY14 budget. Targeted qualified professional firms will be engaged to propose an analysis to update the impact fee schedule. Per the City procurement policy Title 1 Section 11-5-F, Professional Consultants: Notwithstanding any term or provision to the contrary herein, the services of professional consultants (including, but not limited to, architects, engineers and attorneys) may be procured pursuant to the provisions of subsections A, B or C of this section, or such other manner as is deemed by the city manager or mayor, or designee, to be fair and reasonable, efficient and in the best interest of the city. Such procurements are qualification based. Where practicable, requests for such services should be publicly announced. Contracts should be negotiated by the city based on demonstrated competence, availability under any applicable time constraints, and fair and reasonable prices. The services of architects and engineers may, but need not, be procured in accordance with the provisions of Utah Code Annotated sections 63-56-42 through 63-56-44, as amended, (regarding architect-engineer services, which are not binding on the city)

PREVIOUS LEGISLATIVE ACTION:

None.

FISCAL IMPACT:

Each impact fee analysis completed is estimated to cost approximately \$12,000 to \$15,000 per fund. It is anticipated that the City would consider the Culinary Water, Sanitary Sewer, Street, and Park Land impact fees.

SUPPORTING DOCUMENTS:

N/A

RECOMMENDATION:

Staff will proceed to engage qualified professional firms for proposals to update the Impact Fee Analysis for the funds listed above.

MOTION:

Discussion item only. No motion is necessary.



CITY OF CEDAR HILLS

TO:	City Council
FROM:	Gary Gygi, Mayor
DATE:	7/16/2013

City Council Agenda Item

SUBJECT:	Discussion Regarding Districting for Public Safety Services
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Mayor Gygi
BACKGROUND AND FINDINGS: Mayor Gygi will lead the discussion about this item.	
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT:	
SUPPORTING DOCUMENTS:	
RECOMMENDATION:	
MOTION: Discussion item only. No motion is necessary.	



Lone Peak Public Safety District

Police Department

"Serving the Communities of Highland and Alpine"

5400 West Civic Center Drive #3 • Highland, Utah 84003 • (801) 756-9800 • Fax (801) 763-1850 • Brian J. Gwilliam
Chief of Police

To: Mayor Gygi and Cedar Hills City Council

From: Chief Brian Gwilliam

Re: Proposal for Police Services

Greetings,

I am hoping to answer some of the questions regarding a proposal to bring Cedar Hills in as a full partner in the Public Safety District as it pertains to Police Services. As you read and discuss the contents of this letter I would ask you to remember that we are discussing becoming a full member of the District. Not just a contract city. Becoming a full member gives you equal footing at the table with the other cities involved and allows you to be part of the decision making process, not just contracting for services.

The Lone Peak Police Department currently has 20 full time police officers, 2 full time clerical staff, and 3 part time administrative support staff which include, Animal Control, Court Bailiff/Evidence, and Victim Services. We are a full service Police Department including patrol and investigation divisions. We currently have two Canines' that are used in many capacities, as well as a motor officer that assists in traffic enforcement. We are also members with the Utah County Metro SWAT Team.

We are very active on social media, both on Facebook and Twitter. We have found that in so doing, the citizens we serve have embraced the dialog and look forward to the latest update regarding police activity in their community. We can be found by searching for Lone Peak Police in your favorite internet search engine.

Between the cities of Highland and Alpine we provide police services for approximately 26,000 residents. Our current fulltime officer ratio per 1,000 residents is .77. Our desire would be to maintain that current ratio with the addition of Cedar Hills. This would allow us to continue to maintain the same level of service for all three cities.

Concerning officer ratio per citizens, nationally a good rule of thumb to follow is 1 Officer per thousand citizens. However we believe that with the quality of officers that we hire we can provide the same level of service and even better than most agencies that are close to, or maintain a higher ratio. That being said I would not want to fall below our current ratio of .77.

Understand that the figures below reflect this year's costs and does not account for any increase/decrease in the years to come. The cost to maintain current service levels if Cedar Hills were to

become a full member would be to hire 7 officers. The initial cost of doing so would be \$650,450. There are some initial expenses (*equipment) that are associated with an increase of personnel. As such the cost would drop the following year by \$43,750 as the equipment costs have already been purchased.

Below is a rough breakdown of costs associated with joining as a full member of the district.

(*) Equipment: Firearm, Bullet Proof Vest, Radio, Taser, Laptop = \$43,750

Ongoing Expense: Vehicle Leases, Officer Training/Travel, Fuel, Insurance, Supplies = \$88,700

Personnel (7 Officers): Wage, Benefits, Retirement = \$518,000

As it is, Lone Peak Police Officers occasionally respond into Cedar Hills to assist. In many instances, Officers from this agency have responded to assist fire and/or police and have been first on the scene. Some examples include;

→ 2 Lone Peak Officers arrive and conduct CPR on a full arrest cardiac patient. Due to the quick response the patient was revived. Lone Peak Paramedics commended the Officers for the quick response and stated it was critical to his survival.

→ Lone Peak Officers responded to assist on a burglary in progress wherein the Cedar Hills home owner was attempting to restrain a burglary suspect. With a quick response the Officer was able to take the suspect into custody preventing escape or injury to either party.

→ On report of attempted homicide, Lone Peak Officers were first in the area searching for the suspect. Lone Peak Officers spotted the suspect vehicle and located the suspect nearby.

→ Lone Peak Officers have been requested on several occasions to respond into Cedar Hills by Lone Peak Fire to assist in securing a premise on a medical emergency. Fire and Paramedic personnel cannot and should not enter a scene if a threat is present. In some medical emergencies response by law enforcement is required to secure the scene before medical assistance can be rendered. Time is imperative when it comes to life saving measures.

These are just a few examples of the services received due simply to proximity and the ability of Lone Peak Officers to respond quickly to any circumstance.

On the following page I have included some basic questions and answers. I hope this is helpful.

Q: Current Budget FY 2013-14?

A: \$2,699,043.00

Q: Number of Current Sworn Officers?

A: 20 (.77 per thousand)

Q: How many officers need to be hired to maintain current ratio?

A: 7

Q: Initial cost of 7 Officers (Wage, Benefit, Equipment, Vehicle)

A: \$650,450

Q: What are the advantages of Cedar Hills joining the District that are different from that of current services?

A:

- Geographical Location. Highland City shares a large common border with Cedar Hills. As such it is a natural migration between the two cities for officers to travel and respond to calls. This allows for a quick response time if an Officer is not already in Cedar Hills. As a full member of the district, Cedar Hills would have a police presence within the city limits on a regular basis.

- Cedar Hills teens attend Highland Schools.

- As a full member of the District you are a decision maker on levels of service.



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Greg Gordon, Recreation Director
DATE:	7/16/2013

City Council Agenda Item

SUBJECT:	Tree Fitness Tenant Contract
APPLICANT PRESENTATION:	Jill Griffiths, Tree Fitness
STAFF PRESENTATION:	Greg Gordon
BACKGROUND AND FINDINGS: The Mayor and staff have met with Ms. Griffiths to discuss the City plans for the basement once construction is finished. Ms. Griffiths agrees to provide all aerobic fitness classes currently provided by the City as well as providing additional classes offered by Tree Fitness at the Cedar Hills Recreation Center. This will assist the city by handling the day-to-day of running the fitness classes, and allow the recreation department to focus on the outdoor programming needs of our residents. If approved, the City will no longer have any costs associated with paying instructors or programming classes offered to our resident. The recreation department will still offer karate and other specialty classes separate from the Tree Fitness class structure. Jill will take on her own payroll, be responsible to find certified instructors, and incur any additional costs associated with running Tree Fitness in the Recreation Center. Jill will also be utilizing the SportSites program that we currently utilize for recreation programming for her monthly passes, boot camp sign up, etc. Tree Fitness will also be responsible to secure insurance coverage	
PREVIOUS LEGISLATIVE ACTION: Ms. Griffiths has a current contract employee agreement.	
FISCAL IMPACT: Fitness instructors will be contractors of Tree Fitness. Tenant agrees to submit percentage payment of 10% of monthly gross revenue exceeding \$3,000.	
SUPPORTING DOCUMENTS: Tenant Contract	
RECOMMENDATION: Staff recommends that the City Council consider the tenant contract to allow Tree Fitness to run all fitness classes as per the contract.	
MOTION: To approve/not approve a tenant contract with Tree Fitness to provide recreational fitness classes at the Cedar Hills Recreation Center subject to review by City Attorney.	

INDEMNITY CONTRACT FOR INDEPENDENT TENANT

1. GENERAL. The City of Cedar Hills duly organized and existing under the laws of the State of Utah, with its primary place of business located at 10246 North Canyon Road, Utah (hereinafter referred to as "City") and Jill Griffiths, dba Tree Fitness, LLC. (hereinafter referred to as "TENANT") herewith enter into this contract for services, effective as of 7/16/13 .
2. RECITALS. The parties recite and declare:
 - A. TENANT is willing to provide services to City, and City is willing to accept services from TENANT for said services subject to the terms, covenants and conditions set forth in this agreement.
 - B. For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, City and TENANT agree as follows:
3. SERVICES.
 - A. TENANT herewith agrees to provide recreational fitness programs and activities, as mutually agreed upon, with the City Manager.
 - B. TENANT shall be responsible to ensure that the services set forth above are performed on an on-going basis.
 - C. TENANT shall perform such duties as specified by this contract and are customarily performed during the course of performing the above noted services.
 - D. TENANT acknowledges that the responsibilities under this agreement require TENANT to interact with and serve the public. TENANT agrees to perform all services under this agreement at the highest levels of professional conduct and that the City may terminate this agreement immediately with or without notice, if at any time the Mayor, in his sole unfettered discretion, determines the TENANT has acted or spoken in a manner detrimental to the beneficial image of the City.
4. INSURANCE, LICENSES AND PERMITS.

TENANT shall carry insurance in a form acceptable to CITY, including (a) general liability insurance with combined single limits of not less than \$1,000,000 per occurrence and in the aggregate; (b) dram shop liability insurance with combined single limits of \$1,000,000 per occurrence and in the aggregate; and (c) workers' compensation insurance. TENANT is responsible for obtaining all licenses and permits necessary to do business in the City, County and State. All insurance policies purchased and maintained under this lease shall name CITY, its officers, employees, Mayor, and Council as additional insured's and shall provide for notice to be given to CITY at least 15 calendar days prior to termination or cancellation of any such policy. Upon request, TENANT shall provide CITY a certificate of insurance evidencing that all insurance policies required under this lease are in place.

5. **TERMINATION FOR CONVENIENCE.**
CITY AND TENANT may, at their exclusive option, terminate this agreement for convenience by providing notice to the other party sixty (60) days prior to the end of June 30, annually.
 6. **TERMINATION FOR CAUSE.**
CITY may, at its sole option, terminate this agreement for cause in the case of TENANT'S failure to perform any of its obligations under this AGREEMENT, or for misconduct by the TENANT or any of its officers, employees or agents. TENANT understands and acknowledges that by leasing from the CITY that in the eyes of the public the conduct of the TENANT will reflect on the CITY and the TENANT agrees to hold all of its officers, employees and agents to the highest standards of conduct and ethics. The CITY may, at its sole option, terminate this agreement for cause in the event the City Council finds that the conduct of the TENANT or any of its officers, employees or agents reflects poorly on the CITY. CITY shall provide TENANT written notice of the default and TENANT shall have 15 calendar days to respond to CITY'S notice and resolve all noticed issues. If TENANT fails to remedy noticed issues with 15 calendar days, CITY shall be entitled to terminate this agreement, and pursue any other remedy available under this AGREEMENT, at law, or in equity.
 7. **PERCENTAGE PAYMENT OF MONTHLY GROSS REVENUE.**
TENANT shall submit percentage payment of 10% of monthly gross revenue, hereinafter referred to as "payment") for all monies received exceeding \$3,000.00. The payment shall be documented on a gross revenue report. Payment shall be due on or before the fifth day of the month. Payment shall be subject to review on an annual basis. TENANT shall pay CITY a late fee of five percent (5%) of any payment that is not made within five (5) business days after it is due.
 8. **TAXES.**
TENANT shall be responsible to pay all business-related taxes, as required by applicable laws.
 9. **ANNUAL REVIEW.**
At the end of the contract period (June 30 annually), CITY may perform a review of TENANT's gross receipts for the year. TENANT shall provide all information requisite for the timely completion of the review. Notwithstanding the annual review, the CITY may review monthly gross receipts as it deems necessary and said review shall be during regular business hours. CITY and TENANT may perform operational reviews from time to time as needed to evaluate programming needs of community at large and/or contract applicability.
 10. **BUSINESS HOURS.**
TENANT agrees that services shall be provided during days mutually agreed upon with the City Manager. TENANT may be responsible for unlocking and/or locking of the building during their allotted time.
-

11. WAGES AND PAYROLL ACCOUNTING.

TENANT is responsible for paying all employee wages, benefits, taxes and government accounting for operations of the services provided. To the extent reasonably practicable, TENANT shall maintain books of account for the services provided in accordance with generally accepted accounting principle and practices, consistently applied.

12. EQUIPMENT.

CITY hereby provides available equipment for use by TENANT for services provided during the LEASE TERM consistent with this AGREEMENT. TENANT shall maintain the equipment in a clean and orderly condition; CITY shall be responsible to repair and /or replace the equipment as necessary during the LEASE TERM unless it is damaged as a result of the negligence of TENANT, its agents, employees, or customers. At the end of the LEASE TERM, TENANT shall return the equipment to CITY in its original condition, reasonable wear and tear excepted.

13. SIGNS AND ADVERTISEMENTS.

No signs of any kind shall be displayed unless approved by the CITY, who may require removal or refurbishment of any sign previously approved. TENANT shall not permit vendors to display wares inside or outside the building or on said property unless written permission is secured from the CITY and such permission shall be subject to revocation at any time. TENANT shall bear the cost of all signage and alterations of signage identified in this agreement.

14. JOINT AND SEVERAL LIABILITY; BINDING EFFECT.

The persons signing below as TENANT shall be jointly and severally liable for all obligations of TENANT under this AGREEMENT. The covenants and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators and assigns of the parties hereto.

15. TERM OF CONTRACT.

Contract shall be in effect beginning and ending on or any time before, July 16, 2013 - June 30, 2014. In addition, either party shall have the right to terminate this contract with sixty (60) days written notice to the other party.

17. HOLD HARMLESS/INDEMNIFICATION.

TENANT herewith agrees to indemnify and hold the City, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the TENANT, the City or their respective officers, officials, agents, or employees, or any person or persons.

18. AGREEMENTS OUTSIDE OF CONTRACT.

This agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this agreement or any representations including the execution and delivery of this agreement except such representations as are specifically set forth in this agreement and each of the parties acknowledges that he or it has relied on its own judgment in entering into this agreement. The parties further acknowledges that any payments or representations that may have been made by either of them to the other prior to the date of executing this agreement are of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

19. MODIFICATION OF AGREEMENT.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.

20. CHOICE OF LAW.

It is the intention of the parties to this agreement that this agreement and the performance under this agreement, and all suits and special proceedings under this agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted, with the exception that any action arising out of federal law shall be construed in accordance with and under and pursuant to the federal laws at issue.

21. NO WAIVER.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

22. EFFECT OF PARTIAL INVALIDITY.

The invalidity of any portion of this agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

23. LIABILITY AND WORKERS COMPENSATION INSURANCE.

TENANT warrants that TENANT has obtained and will maintain liability insurance sufficient to support TENANT's hold-harmless indemnification promise. TENANT further warrants that TENANT has obtained and will maintain workers compensation insurance as may be required by state law.

24. UNDERSTANDING AND EFFECT OF AGREEMENT.

- A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into agreement.
- B. Parties warrant that they enter into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
- C. And, Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

25. PARAGRAPH HEADINGS.

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

26. NOTICE.

All official notice shall be hand delivered, send by certified mail, or email as follows:

TO CITY:

David H. Bunker, City Manager
10246 N Canyon Road
Cedar Hills, UT 84062
dbunker@cedarhills.org

TO TENANT:

Jill Griffith, Owner
10667 North Sahalee
Cedar Hills, UT 84062
jill@treefitness.com

In witness whereof, each party to this agreement has caused it to be executed on the date indicated below:

Agreed and Signed:

By: _____
Title: City Manager, City of Cedar Hills

Date:

By: _____
Title: Owner, Tree Fitness, Inc.

Date:

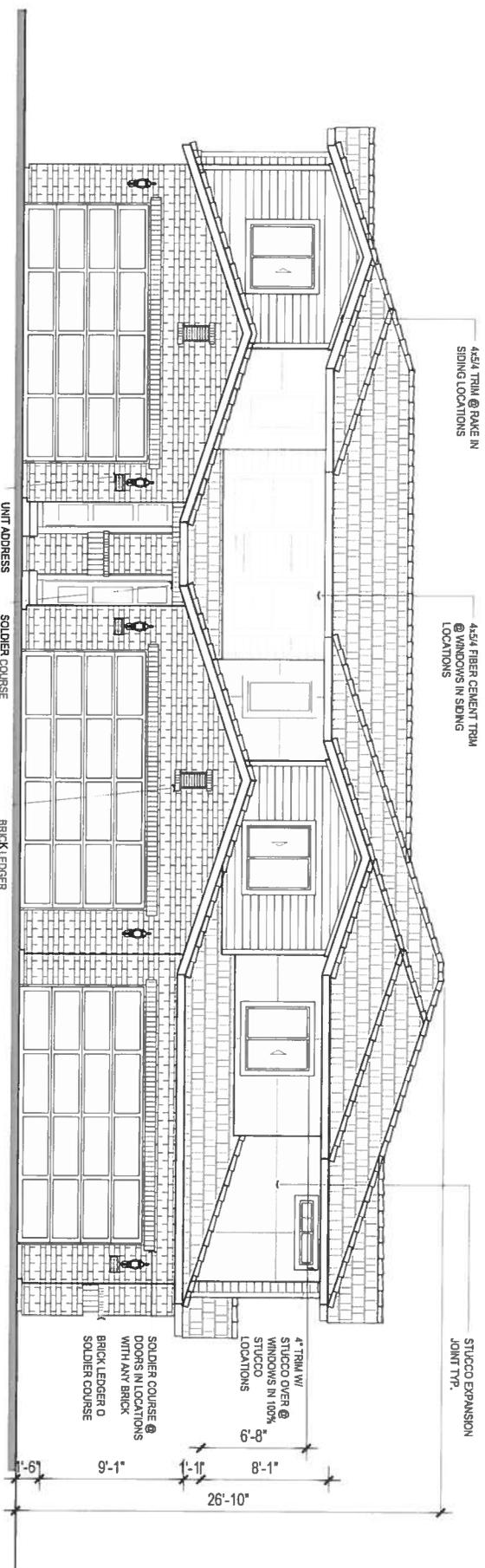


CITY OF CEDAR HILLS

TO:	Mayor & City Council
FROM:	Chandler Goodwin, Assistant City Manager
DATE:	7/16/2013

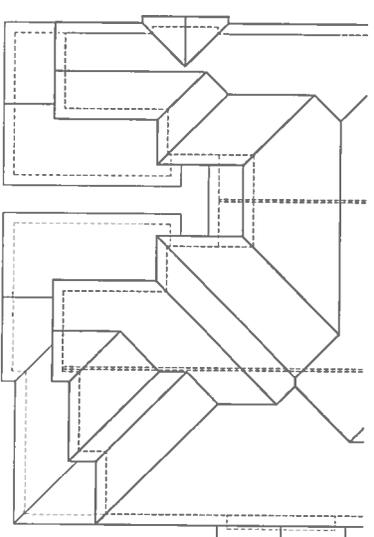
Planning Commission Agenda Item

SUBJECT:	Review / Action on the Final Plat for Bridgestone Plat D
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager
BACKGROUND AND FINDINGS:	The Planning Commission has approved the elevations and the final plat for Bridgestone Plat D
PREVIOUS LEGISLATIVE ACTION:	n/a
FISCAL IMPACT:	n/a
SUPPORTING DOCUMENTS:	Proposed plats, elevations, engineering plans
RECOMMENDATION:	Staff recommends the City Council approve the final plat for Bridgestone Plat D.
MOTION:	To approve/ not approve the final plat of Bridgestone Plat D, located at approximately 4500 West and Harvey Boulevard.



Conceptual 3-Plex Front Elevation

Cedar Hills



ROOF PLAN
SCALE: 3/32"=1'-0"

