



**CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Tuesday, July 15, 2014 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 15, 2014, 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 Mayor Gygi and Pledge led by Chandler Goodwin
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, Chad Lewis

CONSENT AGENDA

5. Minutes from the June 3, 2014 City Council Meeting

CITY REPORTS AND BUSINESS

6. City Manager
7. Mayor and Council

SCHEDULED ITEMS

8. Review/Action on Contract with Tree Fitness, LLC, for Recreational Fitness Programs and Activities
9. Review/Action on Release of Durability for Bridgestone Plat E
10. Discussion on the Community Center/Golf Course Sign on Canyon Road

ADJOURNMENT

11. Adjourn

Posted this 11th day of July, 2014

/s/ Colleen A. Mulvey, City Recorder

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



CITY OF CEDAR HILLS

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| TO: | Mayor and City Council |
| FROM: | David Bunker, City Manager |
| DATE: | 7/15/2014 |

City Council Agenda Item

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| SUBJECT: | Cedar Hills Champion |
| 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 Chad Lewis. Chad will be honored by the Utah National Parks Council, Boy Scouts of America with a Distinguished Eagle Scout Award at a Celebration of Eagles on July 3rd at the UVUs UCCU Events Center. The Distinguished Eagle Scout Award is bestowed upon men who earned their Eagle Scout Award in their youth and then received extraordinary national-level recognition, fame, or eminence in their profession. | |
| PREVIOUS LEGISLATIVE ACTION: none | |
| FISCAL IMPACT: none | |
| SUPPORTING DOCUMENTS: Resolution recognizing Chad Lewis as a Cedar Hills Champion, and proclaiming July 16, 2014 as "Cedar Hills Champion, Chad Lewis Day" in Cedar Hills. | |
| RECOMMENDATION: Staff recommends the City Council approve and adopt the resolution. | |
| MOTION: To approve/not approve Resolution _____, a resolution recognizing Chad Lewis as a Cedar Hills Champion for his outstanding commitment to excellence, and for his leadership and example as an Eagle Scout, professional athlete and philanthropist. | |

RESOLUTION NO. _____

A RESOLUTION RECOGNIZING CHAD LEWIS AS A CEDAR HILLS CHAMPION FOR HIS OUTSTANDING COMMITMENT TO EXCELLENCE, AND FOR HIS LEADERSHIP AND EXAMPLE AS AN EAGLE SCOUT, PROFESSIONAL ATHLETE, AND PHILANTHROPIST.

WHEREAS, the City of Cedar Hills wishes to fully recognize the time, dedication and discipline that Chad Lewis has devoted to his career as an NFL football player, and currently serving as the NFLs Ambassador to Southeast Asia; and

WHEREAS, on July 3, 2014, Chad Lewis will be honored by the National Parks Council, Boy Scouts of America with a Distinguished Eagle Scout Award; and

WHEREAS, the Distinguished Eagle Scout Award is bestowed upon men who earned their Eagle Scout Award in their youth and then received extraordinary national-level recognition, fame or eminence in their profession; and

WHEREAS, Chad Lewis exemplifies the traits, abilities, and the 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 all residents, hereby proclaims that July 16, 2014, be recognized as “Cedar Hills Champion, Chad Lewis Day.” With this, the City of Cedar Hills wishes to recognize and sincerely thank Chad Lewis for the dedication, inspiration and example that he has provided to our community.

PASSED AND ORDERED RECORDED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 15TH DAY OF JULY, 2014.

Gary R. Gygi, Mayor

ATTEST:

Colleen A. Mulvey, City Recorder



CITY OF CEDAR HILLS

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| TO: | Mayor and City Council |
| FROM: | David Bunker, City Manager |
| DATE: | 7/15/2014 |

City Council Agenda Item

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| SUBJECT: | Tree Fitness Contract |
| APPLICANT PRESENTATION: | Jill Griffiths, Tree Fitness |
| STAFF PRESENTATION: | Greg Gordon |
| BACKGROUND AND FINDINGS: A revised contract is proposed for Tree Fitness. The new contract will be based on an hourly rate for use depending on the time of rental. The previous contract was based on a tenant lease, with a percentage split on revenues over a specified amount. The proposed contract is attached. | |
| PREVIOUS LEGISLATIVE ACTION: The previous contract with Tree Fitness included a tenant lease. | |
| FISCAL IMPACT: Hourly rates are established. Tree fitness will schedule rental times and pay accordingly. | |
| SUPPORTING DOCUMENTS: Tree Fitness hourly contract | |
| RECOMMENDATION: Staff recommends that the City Council consider the contract for Tree Fitness. | |
| MOTION: To approve/not approve a contract with Tree Fitness to provide recreational fitness classes at the Cedar Hills Recreation Center on an hourly basis subject to review by City Attorney. | |

INDEMNITY CONTRACT FOR INDEPENDENT RENTOR

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 "RENTOR") herewith enter into this contract for services, effective as of 7/1/14 .
2. RECITALS. The parties recite and declare:
 - A. RENTOR is willing to provide services to City, and City is willing to accept services from RENTOR 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 RENTOR agree as follows:
3. SERVICES.
 - A. RENTOR herewith agrees to provide recreational fitness programs and activities, as mutually agreed upon, with the City Manager.
 - B. RENTOR shall be responsible to ensure that the services set forth above are performed on an on-going basis.
 - C. RENTOR shall perform such duties as specified by this contract and are customarily performed during the course of performing the above noted services.
 - D. RENTOR acknowledges that the responsibilities under this agreement require RENTOR to interact with and serve the public. RENTOR 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 RENTOR has acted or spoken in a manner detrimental to the beneficial image of the City.
4. INSURANCE, LICENSES AND PERMITS.

RENTOR 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. RENTOR 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, RENTOR 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 RENTOR 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 RENTOR'S failure to perform any of its obligations under this AGREEMENT, or for misconduct by the RENTOR or any of its officers, employees or agents. RENTOR understands and acknowledges that by leasing from the CITY that in the eyes of the public the conduct of the RENTOR will reflect on the CITY and the RENTOR 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 RENTOR or any of its officers, employees or agents reflects poorly on the CITY. CITY shall provide RENTOR written notice of the default and RENTOR shall have 15 calendar days to respond to CITY'S notice and resolve all noticed issues. If RENTOR 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 HOURLY RATE MONTHLY GROSS REVENUE.~~

~~RENTOR shall schedule desired hours of use for recreation center facility with the CITY on a timely basis. Use shall be subject to availability, however priority shall be granted for recreation activities as previously provided. Rates between the hours of 8:00 am and 6:00 pm shall be as follows: \$30 per hour for first room area rented, \$20 per hour for second room area during the same hour. Hours prior to 8:00 am or after 6:00 pm shall be at the rate of \$20 per hour. 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. RENTOR 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.~~

~~RENTOR 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 RENTOR's gross receipts for the year. RENTOR 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 RENTOR 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.

RENTOR agrees that services shall be provided during days mutually agreed upon with the City Manager. RENTOR may be responsible for unlocking and/or locking of the building during their allotted time if outside the normal business hours of the City.

11. WAGES AND PAYROLL ACCOUNTING.

RENTOR is responsible for paying all employee wages, benefits, taxes and government accounting for operations of the services provided. To the extent reasonably practicable, RENTOR 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 RENTOR for services provided during the LEASE TERM consistent with this AGREEMENT. RENTOR 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 RENTOR, its agents, employees, or customers. At the end of the LEASE TERM, RENTOR 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. RENTOR 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. RENTOR 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 RENTOR shall be jointly and severally liable for all obligations of RENTOR 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 1, 2014 - June 30, 2015. 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.

RENTOR 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 RENTOR, 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.

RENTOR warrants that RENTOR has obtained and will maintain liability insurance sufficient to support RENTOR's hold-harmless indemnification promise. RENTOR further warrants that RENTOR 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 RENTOR:

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

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| Jeff TO: | Mayor and City Council |
| FROM: | Jeff Maag, PW Director |
| DATE: | 7/15/2014 |

City Council Agenda Item

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| SUBJECT: | Bridgestone, Plat E: Durability Bond Release |
| APPLICANT PRESENTATION: | None |
| STAFF PRESENTATION: | Jeff Maag |
| BACKGROUND AND FINDINGS: A final walkthrough of the Bridgestone Subdivision Plat "E" has been conducted. City staff conducted an initial inspection which produced a punch list of items to correct. Following the correction of these items, staff re-inspected the subdivision for compliance with City standards. At this time all improvements have been installed per development regulations and agreements. | |
| PREVIOUS LEGISLATIVE ACTION: N/A | |
| FISCAL IMPACT: N/A | |
| SUPPORTING DOCUMENTS: N/A | |
| RECOMMENDATION: Staff recommends that City Council act to accept the subdivisions improvements and authorize the release of the "Durability Retainer" in the amount of \$36,170.00. | |
| MOTION: Approve/not approve acceptance of subdivision improvements for the Bridgestone Plat "E" Subdivision Improvements, and release the Durability Retainer in the amount of \$36,170.00. | |



CITY OF CEDAR HILLS

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| TO: | Mayor and City Council |
| FROM: | David Bunker, City Manager |
| DATE: | 7/15/2014 |

City Council Agenda Item

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| SUBJECT: | Discussion on Community Center/Golf Course Sign on Canyon Road |
| APPLICANT PRESENTATION: | |
| STAFF PRESENTATION: | David Bunker, City Manager |
| BACKGROUND AND FINDINGS: Update: An updated design has been submitted for review. Staff seeks input and approval for the sign design. During the work session of City Council on 5/6/14, concept drawings for a street side sign at the north west corner of Canyon Road and Bayhill Drive were presented. Currently a non-lit wood sign is in place. However, the existing sign needs repair and has been deemed less effective for proper directional identification of the City's community center and golf pro shop. Based on feedback from residents in the area, the preference is to eliminate the LED portion of the sign. A modified base and newly designed sign will be presented for discussion and further direction from the City Council. | |
| PREVIOUS LEGISLATIVE ACTION: N/A | |
| FISCAL IMPACT: To be determined based on City Council direction. | |
| SUPPORTING DOCUMENTS: N/A. | |
| RECOMMENDATION: This item is a discussion item only. | |
| MOTION: This item is a discussion item only. No motion is necessary at this time. | |