



**CITY COUNCIL MEETING  
OF THE CITY OF CEDAR HILLS  
Tuesday, July 7, 2015 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 7, 2015, 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)

**CITY REPORTS AND BUSINESS**

4. City Manager
5. Mayor and Council

**SCHEDULED ITEMS**

6. Review/Action on a Resolution regarding Environmental Stewardship of American Fork Canyon
7. Review/Action to Award the Contract for the 2015 Asphalt Leveling, Edge Mill and Overlay Project to Kilgore Companies
8. Review/Action on Allowing and Regulating the Operation of Mobile Food Trucks in the City
9. Review/Action on Final Acceptance of Subdivision Improvements and Beginning of Durability for Bridgestone Plat C

**ADJOURNMENT**

10. Adjourn

Posted this 2nd day of July, 2015

/s/ Colleen A. Mulvey, City Recorder

- Supporting documentation for this agenda is posted on the city's website 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.
- 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

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker, City Manager
<b>DATE:</b>	7/7/2015

## City Council Agenda Item

<b>SUBJECT:</b>	Resolution pertaining to the Environmental Stewardship of American Fork Canyon
<b>APPLICANT PRESENTATION:</b>	
<b>STAFF PRESENTATION:</b>	Council Member Augustus
<b>BACKGROUND AND FINDINGS:</b> Councilmember Augustus has requested that the City Council consider a Resolution pertaining to the Environmental Stewardship of American Fork Canyon. Council member Augustus will present the proposed resolution and dialogue at the July 7, 2015 City Council meeting.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> N/A	
<b>FISCAL IMPACT:</b> To be determined.	
<b>SUPPORTING DOCUMENTS:</b> Resolution regarding Environmental Stewardship of American Fork Canyon	
<b>RECOMMENDATION:</b> Staff recommends the City Council discuss and review the proposed resolution with the intent of a motion.	
<b>MOTION:</b> To approve/not approve Resolution No. _____, a resolution pertaining to the Environmental Stewardship of American fork Canyon.	



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker, City Manager
<b>DATE:</b>	7/7/2015

## City Council Agenda Item

<b>SUBJECT:</b>	Award Contract for the 2015 Asphalt Leveling, Edge Mill and Overlay Project
<b>APPLICANT PRESENTATION:</b>	
<b>STAFF PRESENTATION:</b>	Jeff Maag, Public Works Director
<b>BACKGROUND AND FINDINGS:</b> The City has received qualified bids for the 2015 Asphalt Leveling, Edge Mill and Overlay Project. The apparent low bidder is Kilgore Companies with a low bid of approximately \$85,580.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> N/A	
<b>FISCAL IMPACT:</b> Approximately \$85,580.	
<b>SUPPORTING DOCUMENTS:</b> Bid tabulation and Contract Documents.	
<b>RECOMMENDATION:</b> Staff recommends the City Council review the supporting documents and bids received, and award the 2015 Asphalt Leveling, Edge Mill, and Overlay project to the lowest responsive bidder.	
<b>MOTION:</b> To award/not award the 2015 Asphalt Leveling, Edge Mill and Overlay Project to Kilgore Companies in the approximate amount of \$85,580.00 .	

CITY OF CEDAR HILLS  
10246 N. CANYON ROAD  
CEDAR HILLS, UTAH 84062  
PHONE: 801-785-9668

Notice of Award

Date: \_\_\_\_\_ Contractor: Kilgore Companies  
From: City of Cedar Hills

ATTEST: \_\_\_\_\_  
City Recorder

2015 ASPHALT LEVELING, EDGE MILL & OVERLAY PROJECT

The City of Cedar Hills has considered the bid submitted by the Contractor for the Project, in response to the Invitation to Bid.

The Contractor is hereby notified that the bid received from the Contractor for the Project in the amount of \$ 85,580 was accepted by the Cedar Hills City Council on the 7th day of July. The Contractor is hereby awarded all or portions of the Project described as:

2015 ASPHALT LEVELING, EDGE MILL & OVERLAY PROJECT

The Contractor is required to execute and submit a copy each of the Performance Bond, Payment Bond and Certificates of Insurance within (10) ten calendar days of the date of this Notice of Award. If the Contractor fails to execute the Contract and furnish the bonds within the (10) ten calendar days, the City of Cedar Hills shall be entitled to consider all of the Contractor's rights arising out of acceptance of the Bid as abandoned which shall result in forfeiture of the bid Guarantee to the City of Cedar Hills. The City of Cedar Hills shall be entitled to such other rights as may be granted by law.

.....  
CONTRACTOR ACKNOWLEDGEMENT:

Receipt of this Notice of Award is hereby acknowledged:

Contractor:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

The Contractor is required to return an acknowledged copy of the Notice to the City of Cedar Hills Recorder's Office.

CONSTRUCTION CONTRACT  
(Contractor Payment Bond and Performance Bond)

This CONTRACT is made and entered into this 7th day of July by and between CITY OF CEDAR HILLS of Cedar Hills, Utah, a Municipal Corporation in the County of Utah, State of Utah, in the Contract Documents referred to as the "City," and ( Kilgore Companies ), herein referred to as the "Contractor".

RECITALS

WHEREAS, the City advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the Project described by the Contract Documents and known as 2015 ASPHALT LEVLEING, EDGE MILL & OVERLAY PROJECT; and

WHEREAS, the Contract has been awarded to the above named Contractor by the City, and said Contractor is now ready and able to perform the work specified in the Notice of Award, in accordance with the Contract Documents.

NOW, THEREFORE, in consideration of the mutual promises and performances stated herein, the sufficiency of which all parties acknowledge, it is agreed as follows:

ARTICLE 1

Contract Documents. It is agreed by the parties that the following list of instruments, drawings, and documents which are attached and incorporated by reference constitute and shall be referred to either as the Contract Documents or the Contract, and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties:

- a. Bid specifications for the Project;
- b. Official design prints and specifications furnished by or to the Contractor and approved by the City;
- c. Change orders, approved written instructions, and written contract amendments;
- d. Performance and Payment bonds;
- e. General and Supplementary Conditions; and
- f. Notice of Award.

## ARTICLE 2

Definitions. In accordance with Article 1, the definition of items provided in the General Contract Conditions applies to their usage in the Contract and other portions of the Contract Documents.

## ARTICLE 3

Contract Work. The Contractor agrees to furnish all labor, supervision, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with or described in the Contract Documents, as limited to those items as indicated in the Notice of Award (the "Work"). Contractor warrants that all construction shall be completed in a workmanlike manner and in accordance with all plans, specifications, and applicable building codes.

a. Upon request, Contractor shall provide to the City a list of all subcontractors who will provide construction services under the Contract. All goods and services provided by subcontractors, material suppliers, and laborers shall be pursuant to written agreement between all such persons and the Contractor. Contractor shall be solely responsible for supervision of all of its employees and subcontractors, and assuring that work by those persons conforms to the Contract Documents. Contractor shall be solely responsible for payment to all laborers, subcontractors, and material suppliers in connection with work performed under the Contract. Any non-payment by Contractor of sums owing to laborers, material suppliers, or subcontractors is material breach of this Contract. The City, in its discretion, shall be authorized to contact subcontractors, material suppliers, and laborers working on the project for the purpose of verifying compliance with this Section.

## ARTICLE 4

Contract Time and Liquidated Damages. The Contractor hereby agrees to commence work under the Contract on or before the date specified in a written Notice to Proceed from the City, and to substantially and fully complete the work within the time specified in the Special Conditions. In the event that the work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the City as set forth in the Special Conditions.

Special Conditions: The Contractor shall complete the Work no later than October 31, 2015. Liquidated damages for delay in the amount of \$100 per day shall be assessed against the Contractor in the event that the Work is not finally complete and accepted by the City by the agreed completion date. Remedies under this Article 4 are cumulative to any other remedies provided in this Contract.

## ARTICLE 5

Contract Price and Payment Procedures. The Contractor shall accept as full and complete compensation for the performance and completion of all of the work specified in this Contract and the Contract Documents, the sum of \$ 85,580 ("Contract Price"). The Contract Price has been lawfully appropriated by the City Council of the City of Cedar Hills for the use and benefit of the Project. The Contract Price shall not be modified except by written change order, as set forth below.

a. Partial payments shall be made proportionate to the progress of the work according to the following schedule and (if applicable) the schedule of values in the Contract Documents.

Pay Applications shall be prepared by the Contractor and subject to review and approval by the Project Manager based upon the schedule, above. In no event shall the Contractor be entitled to progress payments exceeding percentage of the Work that is completed in accordance with the Contract Documents, less retainage, inclusive of materials ordered and delivered to the site as measured against the total Contract Price.

b. The City shall retain the sum of five percent (5%) of the total Contract Price, which sum shall be disbursed to Contractor no later than ten (10) days from the date when the Work is determined by the City to be finally complete and in conformity with the Contract Documents.

c. In the event of default under this Contract, the City may retain and deduct from the sums owing under this Contract amounts sufficient to cure or abate the breaching condition, damages, or event.

## ARTICLE 6

Bonds and Insurance. a. Contemporaneous with issuance of the Notice to Proceed Contractor shall furnish to the City payment and performance bonds acknowledged by a surety licensed and authorized to do business in the State of Utah, in a form acceptable to the City, and in an amount equal to the total Contract Price. The bonds shall be attached to and incorporate by reference the Contract Documents. The bonds shall be issued pursuant to U.C.A. § 63-56-38 for the use and benefit of subcontractors, laborers, and material suppliers, and for the use and benefit of the City to secure Contractor's performance of its construction obligations under this Contract. Alternately, Contractor may provide an irrevocable letter of credit in a form acceptable to the City and naming the City as beneficiary for the purpose of satisfying its payment and performance bond obligations.

b. Bonds in amounts of \$1,000.00 or less will be made in multiples of \$100.00; in amounts exceeding \$5,000.00, in multiples of \$1,000.00; provided that the amount of the bond shall be fixed at the lowest sum that fulfills all conditions of the Contract.

c. The letter of credit, payment bond, and performance bond shall be released no later than one year from the date of award of this Contract, provided that no person has provided a demand for payment as provided by law or commenced an action seeking payment against the City or under any such instrument within that time. In the event any person described in subsection (a), above, issues a demand or commences suit against the City, the City shall be entitled to draw upon the bond or letter of credit to the extent of all sums claimed, including reasonable attorney fees and court costs that may be

incurred by the City. At its option, the City may elect to interplead said funds into a court of competent jurisdiction, at which point the City will be discharged of any further liability. In the event the City declares default under this Contract, it shall be entitled to proceed against the Performance Bond.

d. Contractor shall obtain written lien and payment waivers as specified in Exhibit A, attached, from all laborers, subcontractors and material suppliers contemporaneous with each payment advanced to those persons under this Contract. Upon final completion of the Contract, or upon tender of the final payment to each such subcontractor or material supplier, Contractor shall obtain a final lien and payment waiver. The waivers shall be on forms acceptable to the City, and Contractor shall deliver all such waivers contemporaneous with each disbursement pursuant to the Contract.

e. Contractor shall provide a Certificate of Insurance as outlined in the following insurance requirements. The limits of liability for the insurance required by the Contractor shall provide coverage for not less the following amounts or greater where required by law:

Workers' Compensation

- 1. State: Statutory
- 2. Applicable Federal: Statutory
- 3. Employer's Liability: State Insurance Requirements

Comprehensive General Liability:

- 1. Bodily Injury:  
 \$1,000,000 (combined single limit CSL) Each Occurrence  
 \$1,000,000 Annual Aggregate, including  
 Products and Completed Operations Hazard
- 2. Property Damage:  
 \$1,000,000 CSL Each Occurrence  
 \$1,000,000 Annual Aggregate
- 3. Property Damage Liability Insurance shall provide Explosion, Collapse, and Underground coverage where applicable.
- 4. Personal Injury, with employment exclusion deleted.  
 \$1,000,000 CSL

Comprehensive Automobile Liability:

- 1. Bodily Injury:  
 \$1,000,000 CSL Each Person  
 \$1,000,000 CSL Each Accident
- 2. Property Damage:  
 \$1,000,000 CSL Each Occurrence

Contractor shall maintain insurance covering casualty to materials purchased for the Work and stored on or off site.

f. The Comprehensive liability insurance shall include completed operations hazard insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded or canceled, materially changed, or renewal refused until at least thirty days prior written notice has been given to the City by certified mail. All such insurance shall remain in effect until final acceptance of the Work by the City, and at all times thereafter when Contractor may be correcting, removing, or replacing defective work. The City shall be endorsed as an additional insured under the general liability policy.

g. Contractor shall record a Notice of Commencement and Notice of Completion and, as provided under U.C.A. § 38-1-31 and § 38-1-33.

#### ARTICLE 7

Integrated Contract; Change Orders. The Contract Documents constitute the entire agreement between the City and Contractor, and shall supersede any prior representations or discussions. The Contract may only be altered, amended or repealed by a duly executed written agreement signed and lawfully approved by both parties, except as noted by subsection (b), below. This Contract shall not be assigned, in whole or in part, except upon approval in writing by both parties.

a. Contractor shall not be entitled to compensation in excess of the Contract Price, nor shall additional work be undertaken, except upon approval of a change order signed by both parties. The change order shall specify the upward or downward change in the Contract Price, the scope of the work to be performed or omitted, and the change in the Contract Time, if applicable.

b. In the event that budgetary, or other unforeseen circumstances, render completion of the Contract Work impracticable, the City, in its discretion, may unilaterally issue a construction change directive reducing the scope of the Work or omitting certain items from the Contract. In that event, the Contract Price will be proportionately reduced. Construction change directives may only be issued with respect to work that has not been performed as of the date of the change.

#### ARTICLE 8

Warranties. The Contractor warrants to the City that all the construction performed under this Contract shall be constructed in a workmanlike manner, in accordance with approved plans and applicable building codes, and free from defects of workmanship, labor, and materials, for a period of one year from the date of final completion of the improvements, as certified by the Project Manager. Upon written notice from the City, Contractor agrees to repair or replace any Contract Work that is found to be defective.

#### ARTICLE 9

Extensions. For good cause shown, the City may grant a reasonable extension of time for the completion of improvements pursuant to this Contract. Good cause may include acts of God, severe

weather disturbances (beyond those conditions which are typical to the Cedar Hills climate), floods, strikes, riots, or other acts or causes which are unforeseen and beyond the Contractor's control. Extensions of time or change orders for additional compensation shall not be authorized for inexcusable delay, which shall be defined to include, but not be limited to, inadequate crewing; inadequate supervision; late ordering of materials; failure to properly coordinate work; or similar events which could have been avoided with proper foresight, care, or planning by Contractor. All extensions shall be approved in the manner provided for change orders

## ARTICLE 10

Legal Compliance, Safety, Indemnity. Contractor hereby warrants that it is licensed and authorized to do business in the State of Utah; that it maintains complying policies for workers compensation coverage and that said coverage shall be in place for the duration of its performance under this Contract; that it maintains insurance coverage as described in this Contract; and that all such policies shall be in place for the duration of this Contract. Contractor further warrants that it shall perform this Contract in compliance with all applicable City, state, and federal laws, including all applicable regulations governing workplace safety, including but not limited to those promulgated by the Occupational Safety and Health Administration (OSHA). With respect to workplace safety, Contractor shall at all times employ properly trained individuals and subcontractors, who shall work under appropriate supervision. Contractor shall also hold regular safety meetings as necessary and appropriate, given the particular safety issues presented by the Work.

a. Contractor hereby agrees to indemnify and hold the City, its officers, employees, and agents harmless from all demands, claims, suits, or liabilities, including reasonable attorney fees, as result of damages, losses, or injuries, including death, to persons not a party to this agreement and deriving, directly or indirectly, from the actions, omissions, or breaches of duties by the Contractor, its officers, agents, employees, subcontractors, or suppliers in the performance of the Contract or in discharging its legal duties, generally. This duty to indemnify shall apply to all claims by Contractor's employees, subcontractors, or material suppliers with respect to any liabilities incurred by Contractor in the performance of this Contract.

## ARTICLE 11

Remedies. The failure by either party to perform or carry out any of the obligations in this Contract or to perform the construction in accordance with the Contract Documents shall be grounds to declare default. In the event of default, the non-breaching party shall be entitled to recover all actual damages resulting from breach, in addition to the other remedies specified in this Contract. Actual damages shall include reasonable and necessary costs of completion of the Work or repair or replacement of Work which does not conform to the Contract Documents. In no event shall either party be liable to the other for consequential damages. In addition to any other remedies, in any legal action arising from this Contract the substantially prevailing party shall be entitled to recover its reasonable attorney fees and court costs.

## ARTICLE 12

Venue, Choice of Law, Interpretation. The place of performance under this Contract is Grand County, Utah. In the event of any legal dispute concerning the subjects of this agreement the parties

stipulate to jurisdiction and venue in the District Court, Grand County, Utah. This contract shall be construed in accordance with the laws of the state of Utah.

- a. There are no known or intended third party beneficiaries to this Contract.
- b. This Contract is the product of mutual bargaining. It shall be construed in accordance with its plain meaning, regardless of the extent to which either party participated in the drafting.

### ARTICLE 13

Notice of Breach, Limitation of Actions. In the event of the occurrence of any breach of the terms of this contract the non-breaching party shall promptly deliver written notice of same to the other party and allow a reasonable period of time for the other party to cure or abate the breaching condition. It shall not be necessary for any party to deliver multiple notices in the case of repeat or ongoing violations. Any legal action arising from this Contract shall be filed not more than one year from the act, event, or omission constituting breach, and not thereafter.

a. Delivery of notice shall be deemed sufficient if personally delivered or sent by First Class mail as follows:

City Recorder  
City of Cedar Hills  
10246 N. Canyon Road  
Cedar Hills, Utah 84062

Contractor:

The City of Cedar Hills has caused this Contract to be subscribed by its City Manager and attested by its City Recorder on its behalf; and the Contractor has signed this Contract as set forth below.

City of Cedar Hills, Utah

Date: \_\_\_\_\_ By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder (Seal)

Contractor:

Date: \_\_\_\_\_ By: \_\_\_\_\_

Title \_\_\_\_\_

State of Utah            )  
                                  §  
County of Utah         )

On the \_\_\_\_\_ day of \_\_\_\_\_, personally appeared before me  
\_\_\_\_\_, who duly acknowledged to me that they executed the same.

My Commission Expires: \_\_\_\_\_  
Notary Public  
Residing in:

CITY OF CEDAR HILLS  
10246 N. Canyon Road  
CEDAR HILLS, UTAH 84062  
PHONE: 801-785-9668

NOTICE TO PROCEED

DATE: July 7, 2015                      CONTRACTOR: Kilgore Companies  
PROJECT: 2015 ASPHALT LEVELING, EDGE MILL & OVERLAY PROJECT

In accordance with the contract dated July 7, 2015, the Contractor is hereby notified to begin work on the Project, on or before \_\_\_\_\_. By that date you are to start performing the Work and your other obligations under the Contract Documents. The date of Final Completion is set forth in the Agreement; it is \_\_\_\_\_.

Before you may start any Work at the site, you must deliver certificates of insurance, which are required to purchase and maintain in accordance with the Contract Documents.

An acknowledged copy of this Notice must be returned to the OWNER within seven (7) calendar days of this Notice to Proceed.

CITY OF CEDAR HILLS, UTAH

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager

ATTEST: \_\_\_\_\_  
City Recorder

CONTRACTOR ACKNOWLEDGEMENT

Receipt of the Notice to Proceed is hereby acknowledged:

Contractor: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

The Contractor is required to return an acknowledged copy of the Notice to Proceed



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	David Bunker, City Manager
<b>DATE:</b>	7/7/2015

## City Council Agenda Item

<b>SUBJECT:</b>	Review/Action on authorizing a food truck rally in Cedar Hills
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Chandler Goodwin, Assistant City Manager

**BACKGROUND AND FINDINGS:**

As a follow up to the 6/16/2015 City Council meeting, staff has met with Tom Karen, a food truck owner to develop a plan for a food truck rally that would take effect beginning 7/16/2015. According to the proposal, starting Thursday nights from 5:00 – 9:00, Heritage Park will begin hosting a food truck rally, consisting of 4-5 food truck options. The rally will be coordinated by Tom Karen, who will schedule the food trucks that will be participating each week. Food trucks will be responsible for set-up, clean-up, and maintenance of adjacent park areas. Additionally, each vendor will be required to set up a Cedar Hills business license, and show proof of a Utah County Health Permit. Staff is proposing that Cedar Hills follow a model that has worked in other cities, and evaluate how it is working for Cedar Hills. Following an evaluation, City Code may be modified to allow for food trucks to operate under the guidelines approved by the City. Staff proposes that the trial period last through September.

**PREVIOUS LEGISLATIVE ACTION:**

N/A

**FISCAL IMPACT:**

N/A

**SUPPORTING DOCUMENTS:**

Site Plan, Cedar Hills Food Truck Rally Rules

**RECOMMENDATION:**

Provide input on any additional regulations or rules that could improve the Cedar Hills food truck rally.

**MOTION:**

To approve/not approve \_\_\_\_\_, authorizing Cedar Hills to begin a trial period, allowing food truck to operate in Cedar Hills under the approved guidelines.

TEMPORARY FOOD TRUCK OPERATION RULES IN CEDAR HILLS CITY  
June 29, 2015

The CEDAR HILLS City Council on \_\_\_\_\_ approved the parameters for a Food Truck Ordinance in the City and authorized the City Administrator to promulgate temporary operating rules for Food Trucks in Cedar Hills City until such time as the Food Truck Ordinance is approved.

Food Truck Temporary Operating Rules:

1. Cedar Hills City will make available the parking of the Food Trucks to be parked along the roadside on the north end of Heritage Park with the trucks front facing south toward the park.
2. Operating hours will be Thursday nights from 5:00p.m. to 9:00p.m. With set-up starting at 4:30p.m. Starting date Thursday, July 16<sup>th</sup> running through September, depending on weather.
3. Operation of the Food Truck roundup during this period will be the responsibility of Tom and Carissa Karren. Tom or Carisa can be reached at 801-901-0367 or at [huliboysshaveice@gmail.com](mailto:huliboysshaveice@gmail.com). They will be responsible for recruiting the food trucks.
4. No food trucks are authorized in Cedar Hills other than those related to this program during Thursday night operation of the program in the location outlined below. Other food trucks operating outside of this program will be ticketed.
5. Food Trucks are responsible for their own set-up and clean-up, with the direction of Tom and Carisa Karren.
6. All food trucks must have a valid mobile kitchen license from the Utah County Health Department and must give the City a copy of such.
7. All food trucks must have a valid Cedar Hills City business license. The cost to obtain a business license from the City is \$85 for the season, with exception of the food trucks that obtained a temporary business license to operate during the family festival; these trucks will receive a prorated rate incorporating monies already paid to obtain a license.
8. All food trucks must list Cedar Hills City Offices, 10246 N. Canyon Road, Cedar Hills, UT 84062. as their location in the city for sales tax purposes.
9. Food Trucks may not park illegally or obstruct traffic.
10. Food trucks should have quiet generators and a professional look.



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Jeff Maag, Public Works Director
<b>DATE:</b>	7/1/2015

## City Council Agenda Item

<b>SUBJECT:</b>	Bridgestone Plat C
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Jeff Maag
<b>BACKGROUND AND FINDINGS:</b> Perry Homes has requested the acceptance of the public improvements construction and the release of the performance guarantee related to "Bridgestone Plat C", except that portion to be held as the durability retainer. The requested release amounts equal \$208,005.69 and \$6000.00 for a total of \$214,005.69. The durability retainer amounts equal \$41,601.14 and \$1200.00 for a total of \$42,801.14.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> June 28, 2012: Approval of Bridgestone Plat C	
<b>FISCAL IMPACT:</b> N/A	
<b>SUPPORTING DOCUMENTS:</b> N/A	
<b>RECOMMENDATION:</b> Staff recommends that council accept the public improvements construction. Staff also recommends approval to release the performance guarantee less the durability amount.	
<b>MOTION:</b> To approve/not approve acceptance of the public improvements construction related to the Bridgestone Plat C (Perry Homes) development and release the associated performance guarantee, except that portion to be held as the durability retainer.	