CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
AMENDED AGENDA
Tuesday, August 25, 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, August 25, 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 C. Zappala and Pledge led by C. Rees
2. Approval of Meeting's Agenda
3. Public Comment: Time has been set aside for the public to express their ideas, concerns and comments (comments limited to 3 minutes per person with a total of 30 minutes for this item)

REPORTS/PRESENTATIONS/RECOGNITIONS

4. Review/Action on Adopting a Resolution Recognizing Cedar Hills Champion, Joseph Chou

PUBLIC HEARING

5. Amendments to the City Code, Title 10, Relating to Animal Rights in the R-1-15,000 Zone
6. Amendments to Title 10, Chapter 3, Regarding the Re-zoning of Certain Portions of Area Currently in the RR-1-20,000 to the RR-1-15,000 Zone, Portions of Area Currently in the RR-1-20,000 to the H-1 Hillside Zone, the Cottages Park, Doral Park and Cedar Run Park to the PF Public Facilities Zone, and to Amend the Official Zone Map to Reflect these Zone Changes

CONSENT AGENDA (Consent items are only those which require no further discussion or are routine in nature. All items on the Consent Agenda are adopted by a single motion)

7. Minutes from the July 7, 2015 City Council Meeting
8. Appointment of Brent Aaron, David Driggs and Mark Horne to the Golf Course Finance Committee

CITY REPORTS AND BUSINESS

9. City Manager
10. Mayor and Council

SCHEDULED ITEMS

11. Review/Action on the Canvass of the Election Returns for the 2015 Municipal Primary Election
12. Review/Action on a Amendments to the City Code, Title 10, Relating to Animal Rights in the R-1-15,000 Zone
13. Review/Action on Amendments to Title 10, Chapter 3, Regarding the Re-zoning of Certain Portions of Area Currently in the RR-1-20,000 to the RR-1-15,000 Zone, Portions of Area Currently in the RR-1-20,000 to the H-1 Hillside Zone, the Cottages Park, Doral Park and Cedar Run Park to the PF Public Facilities Zone, and to Amend the Official Zone Map to Reflect these Zone Changes
14. Discussion on Awarding a Contract for the Community Recreation Center Concessions
15. Discussion on Bowen Collins Study on Bayhill Park
16. Motion to go into a Closed Session pursuant to Utah State Code 52-4-204 & 52-4-205(1)(a) to discuss the character, professional competence or physical or mental health of an individual.
    *** CLOSED SESSION ***
17. Motion to adjourn Closed Session and Reconvene City Council Meeting

ADJOURNMENT

18. Adjourn

Posted this 24th day August, 2015 /s/ Colleen A. Mulvey, City Recorder

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

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	8/25/2015

City Council
Agenda Item

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 seventeen year old Joseph Chou. Joseph has achieved the rank of Eagle Scout; it takes a minimum of 21 merit badges to earn this highest rank in scouting. Joseph has earned all 141 merit badges as well as all of the Cub Scout awards. Through his hard work and dedication he has learned to serve and become an effective leader.

PREVIOUS LEGISLATIVE ACTION:

none

FISCAL IMPACT:

none

SUPPORTING DOCUMENTS:

Resolution recognizing Priscilla Leek as a Cedar Hills Champion, and proclaiming August 26, 2015 as "Cedar Hills Champion, Joseph Chou Day" in Cedar Hills.

RECOMMENDATION:

Staff recommends the City Council approve and adopt the resolution.

MOTION:

To approve/not approve Resolution _____, a resolution recognizing Joseph Chou as a Cedar Hills Champion for his outstanding commitment to excellence, for his hard work and dedication, his enthusiasm and example.

RESOLUTION NO. _____

A RESOLUTION RECOGNIZING JOSEPH CHOU AS A CEDAR HILLS CHAMPION FOR HIS OUTSTANDING COMMITMENT TO EXCELLENCE, FOR HIS HARD WORK AND DEDICATION, HIS ENTHUSIASM AND EXAMPLE.

WHEREAS, the City of Cedar Hills wishes to fully recognize the time, dedication and hard work that Joseph Chou has devoted to achieve the Boy Scouts of America highest rank of Eagle Scout; and

WHEREAS, the rank of Eagle Scout takes a minimum of 21 merit badges to earn, and Joseph has earned all 141 merit badges; and

WHEREAS, Joseph has also earned all of the Cub Scout awards, and through his hard work and dedication has learned to serve and become an effective leader, and an example to the youth in our city; and

WHEREAS, Joseph Chou 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 August 26, 2015, be recognized as "Cedar Hills Champion, Joseph Chou Day." With this, the City of Cedar Hills wishes to recognize and sincerely thank Joseph Chou 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 25TH DAY OF AUGUST, 2015.

_____
Gary R. Gygi, Mayor

ATTEST:

_____
Colleen A. Mulvey, City Recorder

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Colleen Mulvey, City Recorder
DATE:	8/25/2015

City Council
Agenda Item

SUBJECT:	2015 Municipal Primary Election Canvass
APPLICANT PRESENTATION:	n/a
STAFF PRESENTATION:	Colleen Mulvey, City Recorder

BACKGROUND AND FINDINGS:

Pursuant to state law, it is necessary for the City Council to act as the board of canvassers and to canvass the election returns by reviewing and verifying the total votes cast on election day, and to tally and add the total votes from the Provisional and late returning Mail-in Ballots (which will be opened and tallied at the meeting) so that the final totals for each candidate are shown. The city received 13 Provisional Ballots, 12 were verified as valid, and received 112 late returning Mail-in Ballots, 102 were verified as valid.

It will be necessary for the City Council, by motion, to officially certify the results of the canvass and declare "nominated" those persons who had the highest number of votes.

PREVIOUS LEGISLATIVE ACTION:

n/a

FISCAL IMPACT:

n/a

SUPPORTING DOCUMENTS:

The following supporting documents will be presented at the meeting:
From each Precinct: the Total Votes Cast sheet, and the Tally List. (The 12 valid Provisional Ballots and 102 valid Mail-in Ballots will also be presented and opened at the meeting)

RECOMMENDATION:

Staff recommends the City Council accept the results for the 2015 Municipal Primary Election and canvass and declare the persons with the highest number of votes to be nominated.

MOTION:

To accept and certify the results of the 2015 Municipal Primary Election and canvass, and declare City Council candidates _____ to be nominated to the Municipal General Election on November 3, 2015.

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	8/25/2015

City Council
Agenda Item

SUBJECT:	Review/Action on amending Title 10, Chapter 4, Section B to include Large Animal Units as a conditional use in the R-1, 15,000 zone.
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager

BACKGROUND AND FINDINGS:

As part of the process of rezoning, moving large animal units into the R-1, 15,000 zone is essential to mitigating negative impacts of the proposed rezoning. The definition of large and small animal rights is as follows:

ANIMAL UNITS:

Large: One large animal unit shall be any of the following: two (2) cows, horses, donkeys, llamas or similar large animals; or eight (8) adult sheep; or sixteen (16) feeder lambs, or eight (8) goats, or two (2) pigs, or an equivalent combination of the above, together with the suckling offspring thereof. The maximum number of animal units allowed to be placed on any lot or parcel shall be two (2) large animal units. Each large animal unit requires ten thousand (10,000) square feet of livestock management area. Half of a large animal unit requires five thousand (5,000) square feet of livestock management area.

Small: Small animals or fowl shall be one of any of the following: rabbit, turkey, duck, chicken, pigeon, dove, turtle, quail, or similar small animals or fowl.

Residents that currently have large animal rights will be able to keep them as long as they don't change their dedicated livestock management areas. Additionally, this amendment does not grant large animal rights to anyone who did not already have large animal rights prior to the proposed zone change.

PREVIOUS LEGISLATIVE ACTION:

Planning Commission made recommendation on July 28, 2015 for approval.

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

Draft ordinance for large animal rights.

RECOMMENDATION:

Staff recommends that the City Council approve the amendments to 10-4B

MOTION:

To approve/not approve Ordinance No. _____, An ordinance amending the Cedar Hills Municipal Code Title 10, Chapter 4, Section B granting Large Animal Rights as a conditional use in the R-1, 15,000 Zone.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH, AMENDING THE REQUIREMENTS RELATING TO PERMITTED USES AND ANIMAL UNITS IN THE R-1-15,000 ZONE.

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

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

WHEREAS, the City Council, following receipt of a recommendation from the Planning Commission, has determined that it is in the best interest of the public health, prosperity, comfort, and convenience of the City of Cedar Hills, and the residents thereof, to enact certain amendments to Title 10 of the City Code dealing with permitted uses and animal units in the R-1-15,000 zone;

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

PART I
AMENDMENTS

SECTION 1. Title 10, Chapter 4B, Section 3, of the City Code, entitled R-1-15,000 Conditional Uses, is hereby amended by adding to the definitions to read as follows:

10-4B-3 Conditional Uses: The following buildings, structures and uses of land shall be permitted upon compliance with the applicable requirements of this title and after approval has been given by the designated review agency:

Accessory apartment

Assisted living facility for elderly persons

Conventional subdivision projects, subject to compliance with the applicable provisions of this zone and the city subdivision ordinance.

Fences, walls and hedges, subject to the requirements of section 10-5-18 of this title.

Flexible design subdivision projects, having a density of not greater than two and nine-tenths (2.9) dwelling units per net acre and subject to the provisions of chapter 6, article C of this title.

Home occupations, subject to the provisions of title 3, chapter 1 of this code.

Large animal units. All barns, sheds, coops, pens, hutches, paddocks, stables, corrals or similar structures used for the enclosure, housing, or confinement of animals in a large animal unit shall be located not less than one hundred feet (100') to an existing dwelling on an adjacent lot.

Planned residential development projects, having a density not greater than two and nine-tenths (2.9) dwelling units per net acre and subject to the provisions of chapter 6, article B of this title.

Small animal units. See section 10-5-33, "Small Animals Or Fowl", of this title.

Water, sewer and utility transmission lines and facilities required as an incidental part of a conventional subdivision, flexible design subdivision, planned residential development or other approved development project in the zone, and approval by the city council. (Ord. 2-17-98A, 2-17-1998; amd. 2004 Code; Ord. 9-18-2007A, 9-18-2007; Ord. 1-19-2010A, 1-19-2010; Ord. 11-9-2010B, 11-9-2010; Ord. 9-20-2011B, 9-20-2011; Ord. 1-3-2012B, 1-3-2012, eff. 2-21-2012)

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 10.

D. PENALTY

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

E. EFFECTIVE DATE

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

PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF CEDAR HILLS, UTAH, THIS ___ DAY OF ____, 2015.

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:	8/25/2015

City Council
Agenda Item

SUBJECT:	Review/Action on amending the zoning map for portions of the RR-1 20,000, H-1, and the P.R. 3.4 zones.
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager

BACKGROUND AND FINDINGS:

Staff is recommending to the City Council amendments to the current zoning map. Sections of the zoning map to be amended include City of Cedar Hills properties found in the H-1 zone and P.R. 3.4 zone that are currently municipal parks, or listed in the Capital Improvements Plan to be developed as parks. It is recommended that these properties be moved from their respective current zones and be placed in the Public Facilities Zone (P.F. Zone). Additionally, staff is recommending that portions of the RR-1 20,000 zone be rezoned into the R-1 15,000 zone, as many of the lots found in area recommended for the rezoning meet the size requirements of the R-1 15,000 zone, and not the R.R. 1 -20,000 zone. After conversations with the Utah County Tax Assessors Office, there will be no change in the property tax assessment for the properties in question, as they will remain single family residential lots. The Planning Commission has reviewed the proposal, and made a recommendation to the City Council for approval.

PREVIOUS LEGISLATIVE ACTION:

Planning Commission made recommendation on July 28, 2015 for approval.

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

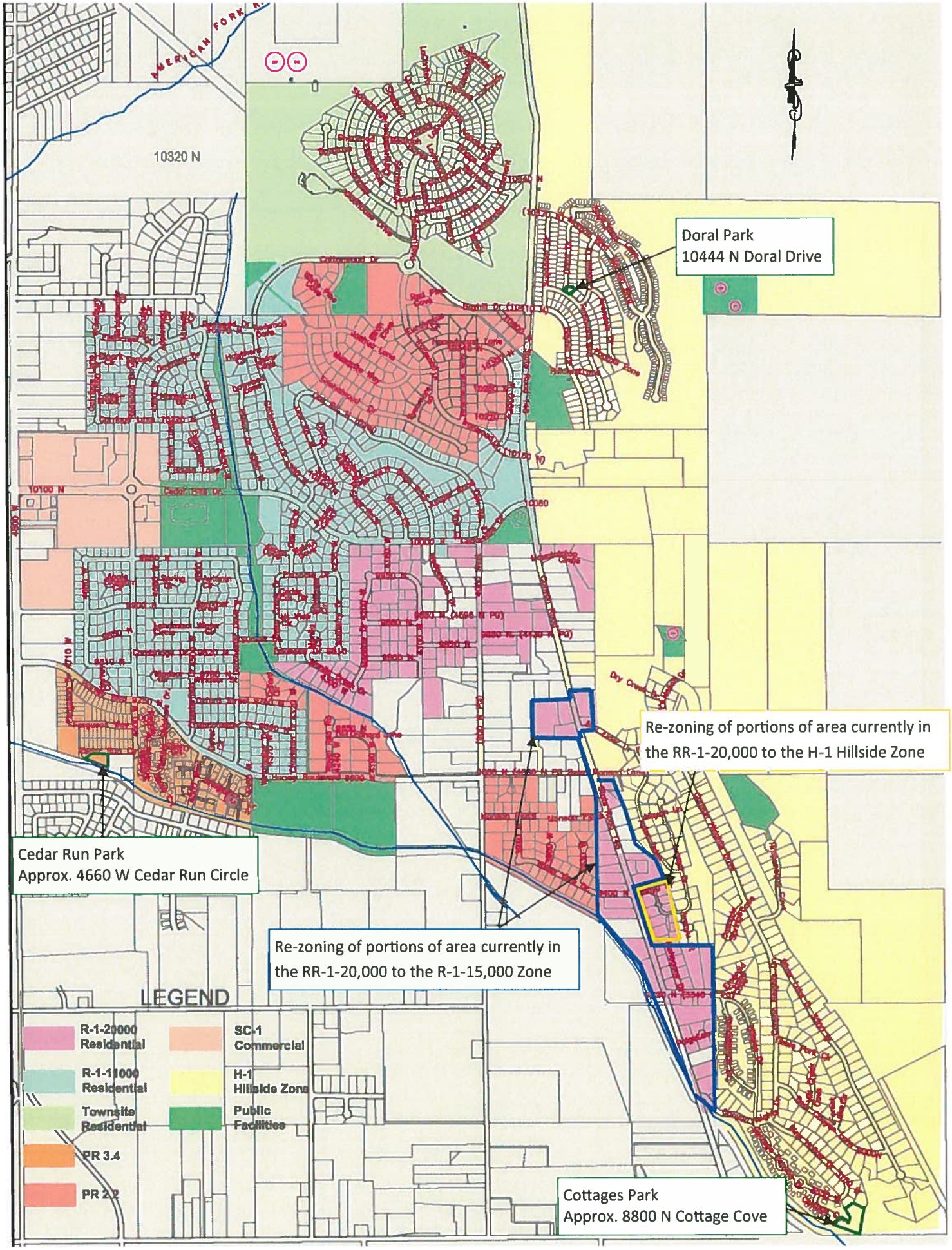
Current Zoning Map, map showing the areas of proposed changes

RECOMMENDATION:

Staff recommends that the City Council approve the zone changes as shown on the submitted zoning map.

MOTION:

To approve/not approve Ordinance No. _____, an Ordinance amending the Zone Map of the City of Cedar Hills, to change a portion of area currently in the PR 3.4 Planned Residential Zone and H-1 Hillside Zone to the PF Public Facilities Zone; a portion of the RR-1-20,000 Rural Residential Zone to the H-1 Hillside Zone; a portion of the RR-1 20,000 Rural Residential Zone to the R-1 15,000 Residential Zone; and providing for the adoption and administration of this ordinance.


Doral Park
10444 N Doral Drive
Re-zoning of portions of area currently in the RR-1-20,000 to the H-1 Hillside Zone
Cedar Run Park
Approx. 4660 W Cedar Run Circle
Re-zoning of portions of area currently in the RR-1-20,000 to the R-1-15,000 Zone
Cottages Park
Approx. 8800 N Cottage Cove
LEGEND
R-1-20000 Residential
R-1-11000 Residential
Townsite Residential
PR 3.4
PR 2.2
SC-1 Commercial
H-1 Hillside Zone
Public Facilities
10320 N
10100 N

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONE MAP OF THE CITY OF CEDAR HILLS, TO CHANGE A PORTION OF AREA CURRENTLY IN THE PR 3.4 PLANNED RESIDENTIAL ZONE AND H-1 HILLSIDE ZONE TO THE PF PUBLIC FACILITIES ZONE; A PORTION OF THE RR-1 20,000 RURAL RESIDENTIAL ZONE TO THE H-1 HILLSIDE ZONE; A PORTION OF THE RR-1 20,000 RURAL RESIDENTIAL ZONE TO THE R-1 15,000 RESIDENTIAL ZONE; AND PROVIDING FOR THE ADOPTION AND ADMINISTRATION OF THIS ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF CEDAR HILLS, UTAH:

PART I

TEXT OF ORDINANCE

SECTION 1. Official Zone Map The Official zone map of the City is hereby amended to show the zone designation applicable to the area set forth on Attachment A to be changed from the 3.4 Residential Zone, and H-1, Hillside Zone to the PF, Public Facilities Zone; portions of the RR-1 20,000 Zone, Rural Residential Zone to the H-1, Hillside Zone; portions of the RR-1 20,000 Zone, Rural Residential Zone to the R-1 15,000 Zone, Residential 15,000 Zone.

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 10.

D. PENALTY

Hereafter these amendments shall be constructed as part of the Zoning Ordinance of the City Code of the City of Cedar Hills, Utah, to the same effect as if originally a part thereof, and all provisions of said zoning 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 PUBLISHED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 25TH DAY OF AUGUST, 2015.

_____

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:	8/25/2015

City Council
Agenda Item

SUBJECT:	Recreation Center Concessions Contract
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Greg Gordon

BACKGROUND AND FINDINGS:

The City recently advertised the request for proposals (RFP) from qualified food vendors to provide and operate concessions and food services at the grill. The city received one proposal from Mr. Cameron Burr. His proposal is included. He has been involved in the management of food services for over 8 years and currently operates a food truck called Genki Asian Street Food. Mr. Burr will present the proposed management and marketing plan, and general menu and pricing plan.

Staff recommends the council review and consider the proposal from Mr. Burr to provide food and concession services. Staff opinion is that the contract will be beneficial and the sooner the city engages in a contract, the sooner services will be provided which will benefit the vendor and the City both short term and long term.

PREVIOUS LEGISLATIVE ACTION:

Previous concessions contract has been terminated.

FISCAL IMPACT:

To Be Determined

SUPPORTING DOCUMENTS:

Proposed Concession Agreement. RFP Proposal.

RECOMMENDATION:

Staff recommends that the City Council review and approve the proposed Concession Agreement with Mr. Cameron Burr, subject to contract review by the City Attorney.

MOTION:

To approve/not approve a concessions contract agreement with Cameron Burr, subject to legal review.

RECEIVED
8-17-2015

Executive Summary

Overview

The Grill at Cedar Hills will be an establishment that focuses on fresh, original deli and cafe classics. We will also provide typical concession services for those needing service in a timely manner. All of this will be served in an atmosphere where we will utilize the best quality ingredients possible and that same quality is represented in our hospitality. This proposal will also include financial information for the first 4 years of business and how we will plan on growing the services to the Cedar Hills area.

Products and Services

Primary source of revenue will come from walk-in customers as well as athletes coming to use the golf course. We will also focus a lot of attention on growing the catering aspect of the business beyond the space provided by the country club and into the area of delivering our remarkable food to surrounding businesses. Some of the items that will be featured, but not limited to will be:

- Hot and Cold Sandwiches
- Salads
- Scratch-made Sides
- Kids Menus
- Soups
- Hamburgers

All of these items will be further explained in the menu section included within the proposal.

Financing

Because the Cedar Hills Country Club will be sub-letting the space, no financing will be required outside of the negotiated lease terms. It has been discussed that a minimum base price would be $600.00 per month. Once all the fixed operating costs and wages are paid, 40% of the profits would be shared with the city, and 60% would be awarded to us, the operators.

Mission Statement

The Grill at Cedar Hills mission statement will be to serve exceptional food where quality and value are the focal points and the cost is competitive.

Management Team

The Grill at Cedar Hills will be managed and operated by Cameron Burr. Cameron is the brother of Shea and Heather Taylor who are Cedar Hills residents, and he is currently a food truck owner/operator. He has over 10 experience in managing the production and safe handling of all aspects of the restaurant business. He has attended Culinary School at Utah Valley University and was born and raised in Utah County. With his experience and guidance, the cafe will reach profitability within the first 6 months.

Cameron's food truck, Genki Asian Street Food, has been open since May 1, 2015 and has grown in sales over 30% month over month the first few months of operation. He currently has 5 employees and is looking to add at least 10 more if awarded the proposal. He believes in paying an honest wage for the work required, and will pay above minimum wage to every employee who works here.

Sales Forecasts

At The Grill at Cedar Hills, our expectations will be reasonable and our goals will be measured daily.

The expectation is to start September 1, 2015, and we will be open a total of 120 days the rest of 2015. The average daily sales will be $556.26 and will continue at a 3.8% growth rate, which is the rate restaurants are growing in the state of Utah. I also place a goal of 60% of revenue with the traffic associated with the cafe and the remaining 40% with catering.

Expansion Plan

The goal isn't necessarily to grow more locations, it is simply to grow out of the location within the club house. We will grow through different marketing ventures, mainly local advertising through city newsletters, business flyers, discounted programs through Lone Peak High School. We will also deliver coupons and memos to business within 10 miles of the country club to help catering the first year. Starting year 2 we will attend the locally sponsored wedding expos, as well as spend some of our advertising budget on publishing ads in the local bride/wedding planning magazines. If need be, Cameron's other business, Genki Asian Street Food, will also contract any catering opportunities through the cafe to help jump start the business.

Code of Conduct and Ethics

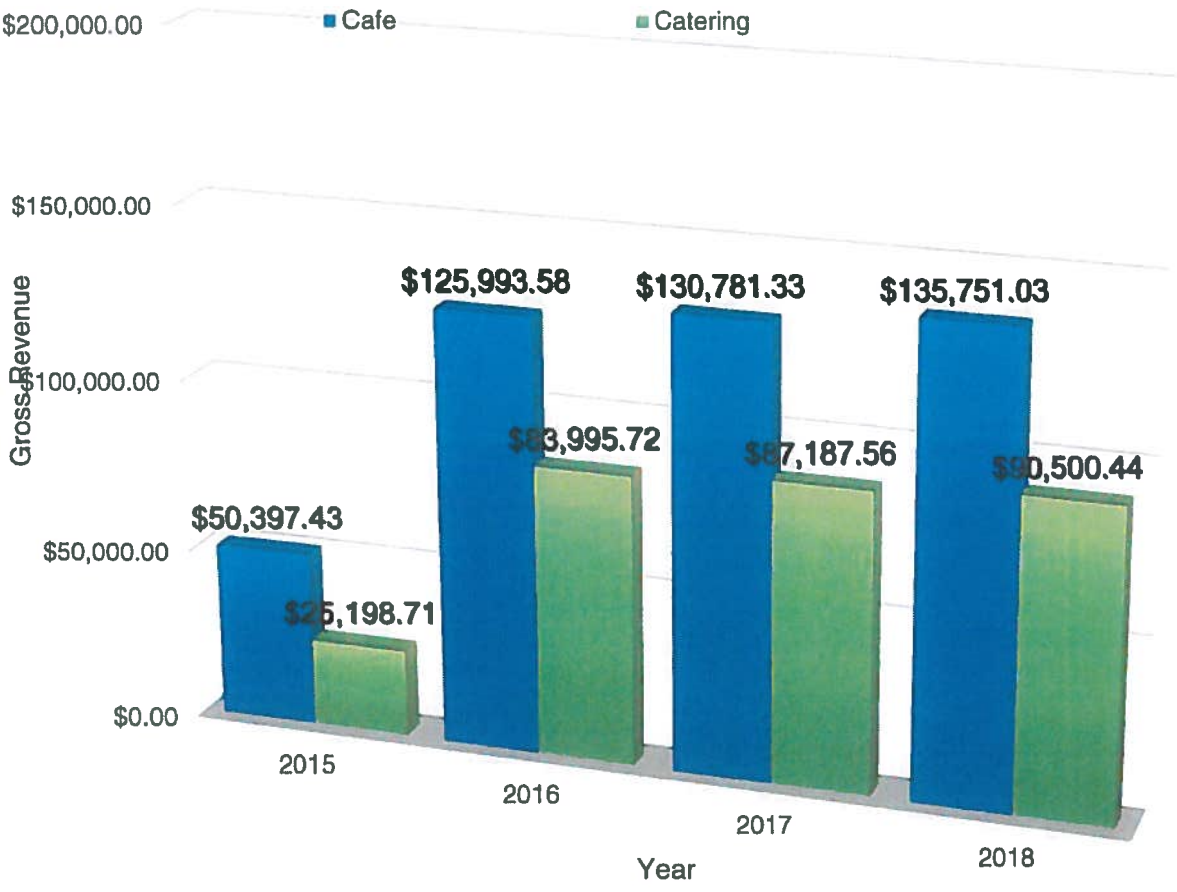
Our plan is to provide exceptional service along with memorable food. We will want our staff to uphold the same standard. Our standards will be as follows:

-Clean and attractive grooming
-No foul, suggestive, or offensive language
-Clothing that is comfortable, yet appropriately modest (Black slip resistant shoes, black socks, black pants, white blouse/chef coats, appropriate hair ties and restraints)
-Professional environment where friends, relatives, or others are encouraged to not visit with staff during their work assignments or to distract staff from attentive service to customers.
-No cell phones
-Only music chosen by the golf club and Cameron

Conclusion

We hope the members of the community who are represented by the Cedar Hills City Council as well as the executives at the Cedar Hills Country Club will consider this proposal as one they are willing to support and help bring attention to this beautiful facility as well as build memories while eating memorable, delicious and healthy food.

4 Year Sales Forecast



Management Plan

Legal Form of Business

The business will become an entity under a Member Managed Liability Company in the state of Utah by September 2015. The business will be owned and operated by Cameron Burr. The current numbers are Sales Tax ID and EIN for the state of Utah:

14006113-002-STC

47-2544366

We also have a tax withholding number and UI number registered with state available upon request. We also have a current full liability coverage insurance policy with Neal Dastrup Insurance Agency at $1,000,000.00.

Management Team

Cameron Burr is a classically trained chef who attended Utah Valley University's Culinary School. He has eight years of restaurant management experience with another 5 years in the business working entry level positions. He currently owns a food truck called, Genki Asian Street Food. He also works part time as a private chef for several families in the valley. He has recently been a part of Kneaders Bakery and Cafe where he was the Assistant General Manager and his responsibilities included: managing inventory, controlling food and labor cost, orientation and training of all employees, as well as all other day to day operations within Kneaders. Before that, he was the Kitchen Manager and Hospitality Manager at Buffalo Wild Wings. There he controlled inventory, managed up to 65 people and their schedules, dealt with all the purveyors and maintained those relationships, as well as lead the team in customer service training. Cameron will serve as the Head Chef and operator at The Grill at Cedar Hills.

Cameron will seek out bids from several professional accounting firms to handle all accounting and bookkeeping responsibilities to ensure that accurate reports and business decisions are accessible at all times.

Operations Plan

Weekly Operations Plan

The operational efficiency, quality and profitability of The Grill at Cedar Hills will be vital to the day to day success. Everything on the menu will be made with the highest quality ingredients and locally whenever possible. Everything on the menu will be prepared as the customers order it. All preparations will be made as demands require with that being daily as our goal. All major prep will be achieved on site, but we will have access to Cameron's food truck and be able to cater off site if need be. The food truck has a full kitchen and refrigeration system. All inventory will be received from Nicholas and Company, a nationally recognized food supplier for the quality and efficiency, and if necessary Costco and local markets will be used. The Grill at Cedar Hills will begin its' prep everyday at 6:00 a.m. to be ready to serve any athletes wishing to enjoy breakfast before their round begins. Plans will keep us open until 9:00 pm Monday through Saturday, and Sunday we will be open from 7:00 am until 6:00 pm. We will take an hour each day to fully clean out all pieces of equipment and rotate all

product to ensure a clean environment is maintained and we are cycling through all of our product as efficiently as possible. The truck will be open for the following regular business hours:

The Grill at Cedar Hills Regular Business Hours

	Sunday	Monday	Tuesday	Wed.	Thurs.	Friday	Sat.
Hours	7A-7P	6A-9P	6A-9P	6A-9P	6A-9P	6A-9P	6A-9P

Our strategic selling points will focus primarily on getting people to come and sit down on site. There will be inside and outside dining options available when weather permits. We also want our guests to experience service with high expectations and food that will be prepared only upon ordering and using only the best products possible. We will also work with those involved in catering on site for special events as well as hiring someone to market and solicit catering outside of the building.

Company Milestones

Present-December: Establish entity, secure location, begin social media marketing campaign, web-app development, purchase initial inventory and open for business.
Years 1-2: Add 10 part-time employees and increase their hours until they have been sufficiently trained and are deemed worthy to receive full-time hours, thus decreasing the amount of work Cameron spends on site and can focus on stabilizing the restaurant.
Years 3-4: Relieve Cameron of working on site everyday allowing him to manage remotely and look for other opportunities locally to help grow the business.

Industry and Target Market Analysis Summary

Industry Profile

The restaurant industry includes all shapes and sizes of establishments. Although the City of Cedar Hills doesn't currently occupy any establishment with a fast casual dining experience or catering option, there a few within 5 miles of the Golf Club. In Utah the industry is growing at a steady 3.8% compared to 3.2% nationally.

Competition & New Entrants

Our primary goal is to be open 7 days a week for breakfast, lunch and dinner. Thus all food providers in Utah County are indirect competitors. The closest resemblance of what we will be doing will be Kneaders. We will be different from them in the fact that we will be featuring a more versatile menu, more hot sandwiches, more of a variety of salads, our soups will be from scratch (not a bag) and our catering menu will be more extensive allowing our future clients a wider variety to choose from.

The freedom the space allows at the clubhouse will allow for big event catering, small business lunches, delivery options as well as fast casual dining. We can be the host for any of these events, just provide the food, or provide the venue, all of which will

be major factors in our bottom line and one of our main sources of revenue. This will be one of the main reasons we will be able to beat out our competitors.

Critical Success Factors

For The Grill at Cedar Hills to compete with industry experts and amateurs alike, it is crucial to provide a consistent, quality product, and be a reliable option for those wishing to cater wherever the location may be. Being fully staffed and prepared at all times will be our goal as we want the same experience from the first golfer in the morning to the last family wishing to have dinner together.

Flawless customer service and establishing a good trusting relationship with every customer is vital to our repeat business. This will be driven by employees who respect the food as well as the customer. If they are not mutually respectful with everything they come in contact, the quality of our concept will diminish along with our business. We will constantly change the menu, to follow local trends, adapt to in-season produce as well as maintain customer appeal and intrigue.

We plan on establishing a reputation based on respect, cleanliness, and culture. It is very important that we communicate these goals and aspirations from day one in order to achieve our ultimate success.

Critical Risk

Threats directly affecting the successes of The Grill at Cedar Hills will be: equipment performance, weather conditions, customer appeal and awareness. In order to appeal and make aware those commuting around us, we plan to heavily use social media to provide accurate and detailed information of our intentions. We are also working with an idea to create a mobile application to better integrate and inform our customers based on proximity and customer loyalty. We will also sample a lot of our unique dishes in order to allow our customers to be informed of our offerings when they might not be so bold if forced to pay before they have indulged. We also plan to play a heavy role in the community as far as charity goes. We plan to help many different organizations and offer our services to those in need.

Location limitations arise as a result of the physical address and the role it plays on the commute of Cedar Hills citizens. We will work collectively and closely with all legislators in order to be in compliance with all rules and regulations.

Our biggest competitive advantages are located in the quality of the food being served and the amount of time in which they are being served in. Also our price point is below what the industry standard is. Our highest menu item will be our Specials at $9.00 and everything else is priced from $2.00-$8.00. Our service time of under 4 minutes an order, when others are at 10-15 minutes or higher as well as our low prices will be what sets us apart and keeps us on top of everyone else.

One distinct advantage will be the growth and adaptation of the younger generation's palate. More and more young people today are trying new foods. We plan to change out what items are being offered to create a diverse menu and to keep ourselves from serving the same exact menu day in and day out. We understand that people want consistency, but at the same time, a diverse menu will keep people interested and wanting to come back.

Target Market

Our customers will range from ages 2 to over 65. Those located in the age range 16-25 said on average they spend about $39/month at restaurants, age range 26-34 spent $44/month and 35 and up spend about $41 month. As of 2010 Cedar Hills had 49% of the population under the age of 18. That will be a main focus of the grill. Attracting those younger citizens and giving them a meal they enjoy and want to come back for. The age range of 25-44 totaled 30.4% and that is our second largest market. Those will be the people bringing in the younger generation and we want to appeal heavily to those 2 markets.

Marketing Plan

Marketing Objective

To establish ourselves not only as a great place to come experience some great food, but also take that experience outside the confines of the golf club and deliver wherever we can with the intent to give the same quality food and service. We want our customers to frequent our business and feel that we actually love what we do and who we serve.

Product: We plan on making all of the sauces, dressings, soups daily in our kitchen, we also plan on paying for quality meats and cheeses to help establish the quality in our food. We will work with local bakeries to bring in a variety of breads as well as look into gluten free breads for those with specific dietary needs.

Place: Our products will only be available to purchase from the truck, with the exception of catering events, unless the truck being present is requested then we will format our service as the customer demands. Within 5 years we hope to have several trucks in our fleet and plans in place to open a brick and mortar establishment here in the valley. The truck will have an authentic graphic as we will have it professionally wrapped in order to portray the image we wish to accomplish.

Price: After reviewing the average and what other restaurants are charging for the products they serve, it is my opinion as well as others closely associated with me, that a lot of these places are a little bit overpriced for what they serve. Our menu will feature a 28% food cost margin, allowing us to reach our goal of a 25-30% profit margin on the bottom line. Our menu will range from $2.00 for specific side items, to $9.00 for our specials, with most of the menu being in the $4.00-$8.00 range. As long as our supplier prices remain relatively consistent, this will allow us to take a firm grasp on a good portion of the market share. Our opening day menu is provided below. Specific menu items will include seared salmon, steak, various hamburgers, a variety of classic deli sandwiches featuring tuna, reuben, california club, turkey, ham, french dip and vegetarian. Our Kids menu will feature sandwiches, soups, corn dogs, hamburgers, chicken fingers all with the option to choose a side like fries, sweet potato fries, mac and cheese, salad, and fruit. We will also feature a flavor of the week for the ice cream

Opening Day Menu

Specials $9.00

Deli Sandwiches $8.00

Hamburgers $7.00

Salads $7.00

Soups $3.00-$4.00

Kids Menu $4.00

Side Items $2.00-$3.00

machines as well.

Promotion: We plan to promote our business through the following methods: 1) Social Media- will allow us to reach our customers on a day to day basis informing them of daily specials, pictures and promotions. 2) Groupon- currently an underrated means by which businesses are growing sales and reaching customers. We plan on giving similar deals to groupon customers as we do social media followers. 3) Press publicity through newspapers like The Daily Herald, KSL.com, and the Cedar Hills newsletter. 4) Customer loyalty programs will allow us to establish a repeat business that many establishments use, but none really focus and drive in to their customers. Most are: a buy so many get something free, but why not allow every purchase to be discounted in some way, or allow a friend to try something free. It will work more like a game than a card they put in their wallets and forget about later.

Pro Forma Financials

This plan makes use of the following assumptions: 1) Cedar Hills will provide the location and equipment stated in exhibit B of the RFP. 2) Cameron will secure a loan for $10,000.00 to purchase any remaining smallwares, equipment and initial inventory 3) The food cost is an average of 28% of the product pricing. 4) Sales have been adjust for seasonality, weather conditions, holidays and special events. 5) Cameron will be working full time in years 1 and 2 with 10 other part time employees on any given day. He will reduce his hours in years 3-5. 6) Ingredients will be supplied by Nicholas and Company as well Costco. 7) We will use professional resources in the form of legal, accounting, and insurance advice.

It is expected that year 1 (September-December) $70,000 will be our Gross Revenue. Of that, 28% will be food and paper cost, 22% will be labor, and another 20% will cover any operational cost to maintain our standards. That will leave 30% in the Gross Profit which will then be split up with 60% going to Cameron and his company and 40% going to the city of Cedar Hills/Golf Club.

CAMERON BURR

801-362-8446
sumtingasian@gmail.com

3315 N. Center St. #104
Lehi, Utah
84043

Profile

Born and raised in Utah County. I am married with 3 kids. My passion is food and hospitality. I love to serve people and be a part of the relationships that are strengthened through food and the emotion it creates. I have been involved in restaurants from the age of 14 and have loved it ever since.

Experience

Hospitality/Kitchen Manager, Buffalo Wild Wings, Lehi, Utah — 2011-2013

I managed over 60 employees and their training in each respective position in the restaurant. I was also responsible for the inventory in the store as well as scheduling of employees. Maintaining food and labor cost were my strong points. I was in charge of all vendor relations as well as local marketing in the Lehi area.

Assistant General Manager, Kneaders Bakery; Saint George, Utah — 2008-2011

I began my career at Kneaders as the Head Baker at the Lehi location, and within a year was promoted to Assistant GM for my overall performance and understanding of the restaurant and its costs. I was asked to open the Saint George location, manage all employees, scheduling, product/inventory management as well as vendor relations were among my responsibilities as well as maintain customer satisfaction.

Pastry Chef/Manager, The Chocolate; Orem, Utah — 2007-2008

Helped the owner open the store, develop recipes, maintain profitable margins as well as train the staff on policies and procedures. Due to the space and the demand, time management was critical and the owner had very high expectations.

General Manager, Hogi Yogi; American Fork, Utah — 2004-2005

Managed a local store, including its inventory, employee relations, scheduling, marketing and overall functions of managing a restaurant. Every morning we also were responsible in assisting with the catering of over 2,000 meals to be delivered before lunch to over 40 charter schools across the Wasatch Front.

Education

Utah Valley University, Orem, Utah — Associates Applied Science, 2008

Skills

I served an LDS mission to the Kobe, Japan mission. I can use all business software programs. I have always been a team leader in any sport as well as an eagle scout.

References

Haley Tolzmann, Business Partner with Genki Asian Street Food 801-793-9864

Nate Duvall, VP of Development Four Foods Group (Kneaders) 801-380-6346

Angie Warner, GM Buffalo Wild Wings 801-400-3216

Other references available upon request as well as additional forms of contact.

Concession Agreement
Cedar Hills Grill

This Concession Agreement ("AGREEMENT") is made and entered into this ___ day of August 2015 by and between the CITY OF CEDAR HILLS, a Utah municipal corporation ("CITY"), as landlord; and Cameron Burr dba Sumting Asian LLC, a Utah limited liability company, ("TENANT").

DEFINITIONS:
THE GRILL. The Cedar Hills Grill is located at 10640 N Clubhouse Drive Cedar Hills, Utah. Leased areas of THE GRILL defined in Exhibit C.

CONTRACT TERM. The LEASE YEAR which is currently under contract.

LEASE TERM. The term of this lease shall commence annually on January 1st, and shall continue through December 31 of the current calendar year.

LEASED PREMISES. The area within the GRILL described as the current dining area, kitchen and prep storage area as per Exhibit C.

RENEWAL LEASE YEAR. The twelve (12) month period extending from January 1 until December 31 of each calendar year.

WHEREAS; CITY is the owner of the Cedar Hills Grill and is desirous of leasing a portion of the Grill as a restaurant/café for serving refreshments and food items, and TENANT is desirous of leasing the premises.

NOW THEREFORE; for good and valuable consideration, including the mutual covenants set forth in this
Agreement, CITY and TENANT herby mutually agree as follows:

1. PURPOSE. TENANT leases the LEASED PREMISES under this AGREEMENT for the purpose of operating and maintaining a restaurant facility, catering facility, or café to serve customers of the Cedar Hills Recreation Center and the public generally. TENANT'S use of the LEASED PREMISES shall be consistent with this purpose and the policies of CITY as adopted from time to time.
2. LEASE. CITY agrees to lease to TENANT, and TENANT agrees to lease from CITY, the Leased Premises according to the terms and conditions of this Agreement, including those set forth in the attached Exhibit A – General Terms and conditions, which are incorporated in this AGREEMENT by reference. LEASE shall only apply to TENANT listed above. No lease transfer, assignment, alienation, or sub-lease shall be permitted.

3. RENEWAL. CITY, at its sole discretion, may allow TENANT to renew this agreement for an additional LEASE YEAR. It shall be understood that the CONTRACT affords a minimum of three (3) successive LEASE TERMS. Additional LEASE TERMS shall be reviewed and negotiated by CITY. All terms and conditions of this AGREEMENT apply during the RENEWAL TERM. TENANT

may apply for lease renewal by serving a written notice of TENANT'S intent to renew on or before 60 days prior to the date of the RENEWAL TERM. CITY, at its sole discretion, may allow an additional grace period for written notice of intent to renew of up to 30 days.

4. ALTERATIONS. Any alterations or improvements to LEASED PREMISES, including signage, are subject to CITY'S prior written approval, including required permits and inspections. Upon termination of the lease, all such alterations and improvements shall become part of the LEASED PREMISES; provided that, if CITY directs TENANT to remove any removable fixtures or furniture provided by TENANT, TENANT will do so and will repair any damage to the LEASED PREMISES caused by such removal.

5. MAINTENANCE BY CITY. CITY shall be responsible to maintain the exterior and all non-leased portions of THE GRILL. CITY shall repair or replace, as necessary, all paint, carpet, and electrical fixtures within the LEASED PREMISES, except to the extent such items are damaged as a result of TENANT'S negligence. CITY shall provide exterior garbage pick-up service.

6. MAINTENANCE BY TENANT. TENANT shall maintain all of the LEASED PREMISES, in a clean, sightly, and healthy condition. At the end of the LEASE TERM, TENANT shall return the LEASED PREMISES to CITY in the same, or improved, condition as at the beginning of the LEASE TERM, reasonable wear and tear excepted.

7. UTILITIES. CITY shall assume responsibility for operation of and pay all utilities for electric, water, and natural gas. TENANT shall pay for phone line, cable and alarm system for TENANT occupied space. TENANT may use existing alarm system and CITY provider. If tenant uses alternate alarm company, access will be granted to CITY.

8. INSPECTION. CITY shall be allowed by TENANT to inspect the LEASED PREMISES at any time upon reasonable request. CITY assumes no responsibility or liability for inspecting or not inspecting the LEASED PREMISES.

9. 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, notwithstanding the City shall not unnecessarily withhold any licenses or permits. 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.

10. TERMINATION FOR CONVENIENCE. CITY AND TENANT may, at their exclusive option, terminate this agreement for convenience by providing notice to the other party no less than sixty (60) days prior to the end of the LEASE TERM + extensions.

11. 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 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 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 within 15 calendar days, CITY shall be entitled to terminate this agreement, enter and repossess the LEASED PREMISES, and pursue any other remedy available under this AGREEMENT, at law, or in equity.

12. RENT AND MONTHLY GROSS RECEIPTS REPORT. TENANT shall pay rent monthly, in arrears, to CITY at the agreed upon rate. TENANT shall pay $600.00 per month plus, a profit sharing percentage of 40% (forty percent) of monthly net revenues (shall not include fixed operating costs and wages) for all concession, grill, and catering sales originating at CITY'S facility. Proprietary sales and revenue receipts shall not be made public. The rent shall be documented on a gross fees report which shall accompany the payment. Rent shall be due on or before the fifth day of the month. Rent shall be subject to review on an annual basis. TENANT shall pay CITY a late fee of ten percent (10%) of any rent payment that is not made within five (5) business days after it is due. As a portion of rent payment, the TENANT shall be recognized as a sponsor for the CITY's annual celebration, and shall include vendor booth space.

13. TAXES. TENANT shall pay all taxes on personal property and improvements located on said premises, the premises herein licensed, and all sales and other taxes, including but not limited to possessory interest tax levied against the operation of said business or other taxes assessed to them. By executing this agreement and accepting the benefits thereof, a property interest may be created known as a "possessory interest" and such property interest may be subject to property taxation. TENANT, as the party in whom the possessory interest is vested, may be subject to the payment of property taxes levied upon such interest.

14. ANNUAL REVIEW. At the end of the contract period (December 31 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.

15. CONCESSION RIGHTS. Except as otherwise provided in this AGREEMENT, TENANT shall have exclusive rights to the receipts from all food and/or beverage concessions, excluding vending machines located on the premises of the recreation center and golf course properties during the TERM. TENANT shall have the exclusive right to sell food and beverages on the golf course, excluding catered events and vending machine sales, subject to CITY'S rules and regulations and the terms and conditions of this AGREEMENT. TENANT shall be afforded the opportunity to be included on the CITY's Preferred Catering List, to submit a proposal for catering events such as, golf tournaments and CITY events. Tenant may not serve alcohol on the premises, except for catered events, with proper licensing.

16. BUSINESS HOURS. TENANT agrees that the LEASED PREMISES shall be open for business during days mutually agreed upon with the City Manager, including but not limited to all days of the week and holidays.

17. WAGES AND PAYROLL ACCOUNTING. TENANT is responsible for paying all employee wages, benefits, taxes and government accounting for operations of the LEASED PREMISIS. To the extent reasonably practicable, TENANT shall maintain books of account for the Grill in accordance with generally accepted accounting principle and practices, consistently applied. The books shall reflect all café transactions, and be appropriate and adequate for the Grill's business.

18. PURCHASING. TENANT is solely responsible for all purchasing and accounting for TENANT'S business conducted on the LEASED PREMISES.

19. EQUIPMENT. CITY hereby leases the equipment described in the attached Exhibit B for use by TENANT on the LEASED PREMISES 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. In addition to the items in Exhibit B, TENANT may have use of the concessions cart. Responsibility for maintenance of the concessions cart is the same as required for items on Exhibit B.

20. 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. In each separate facility licensed hereunder, a sign shall be posted in a prominent place, stating that the TENANT is operated under a Concession Agreement issued by the CITY. TENANT shall bear the cost of all signage and alterations of signage identified in this agreement. CITY will negotiate with TENANT to install on-premise and off-site signs for advertising purposes.

21. 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.

22. 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:
Cameron Burr, Owner/Manager
3315 N. Center Street #104
Lehi, UT 84043
sumtingasian@gmail.com

Agreed and Signed:

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

By: _____ Date:
Cameron Burr, Owner/ Manager

EXHIBIT A to Concession Agreement

GENERAL TERMS AND CONDITIONS

1. CLEANING DEPOSIT: TENANT will pay a one-time cleaning deposit of $300.00 to be held by CITY until such time as the AGREEMENT terminates and LEASED PREMISES are found to be clean and orderly. CITY may apply the cleaning deposit toward any damage caused by TENANT'S default of this AGREEMENT.

2. SANITATION: TENANT shall clean all food preparation equipment daily. Walls, ceilings, and floors shall be kept free of grease and dirt and shall be cleaned regularly. Windows shall be washed regularly. Counter tops and tables shall be kept clean and dry at all times. TENANT will be responsible to have the hoods cleaned at least every 6 months. TENANT will be responsible for proper cleaning and maintaining any and all grease traps and separator and shall properly dispose of grease products from business operations at LEASED PREMISIS.

   No offensive matter or refuse or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the concession premises and within distance of fifty (50) feet thereof, and TENANT shall prevent any accumulation thereof from occurring. TENANT shall see that the items above are collected as often as necessary, and in no case less than twice a week, and shall pay all charges which may be made for the removal thereof.

   TENANT will provide annual proof of compliance with state and local health and safety requirements, including food handlers permits etc.

3. CONDITION OF OCCUPANCY: Upon occupancy, TENANT accepts, for all purposes, the LEASED PREMISES in their then present physical condition. TENANT shall make all improvements to the LEASED PREMISES necessary to perform its obligations under this lease; provided, that all such improvements shall require CITY'S prior written approval, including permitting and inspections. TENANT shall operate the café concession and golf course concession so as not to interfere with the public use of the LEASED PREMISES, the GRILL, or the Cedar Hills Golf Club generally.

4. TENANT AS INDEPENDENT CONTRACTOR: TENANT shall be an independent contractor, and as such, has no authority, express or implied, to bind CITY to any agreements, settlements, liability, or understanding whatsoever, and agrees not to represent itself as an agent of CITY, except as herein expressly allowed. Persons employed by CITY and acting under the direction of CITY shall not be deemed to be employees or agents of TENANT. TENANT shall abide by all policies of CITY with respect to independent contractors as shall be adopted from time to time.

   Notwithstanding any provision of this AGREEMENT to the contrary, the transactions contemplated under this AGREEMENT shall not be considered a partnership, joint venture, or other similar association between the parties.

5. SUB-LEASES / CONTRACTORS: TENANT will not be allowed to sublease the LEASED PREMISES or delegate to any party any of TENANT'S responsibilities under this AGREEMENT.

6. EQUAL OPPORTUNITY: TENANT agrees to abide by all applicable federal, state, and local laws prohibiting discrimination against employees or customers.

7. INDEMNITY: TENANT agrees to indemnify, save harmless, and release CITY, its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits and proceedings arising out of the performance of this AGREEMENT or that are caused in whole or in part by any act of omission TENANT, its officers agents, volunteers, licensees, invitees, customers, or employees, except for claims arising from CITY'S sole negligence.

8. COMPLIANCE WITH LAWS: TENANT shall comply with all federal, state, county and municipal laws, ordinances or regulations that are applicable to the area of operation authorized by this AGREEMENT. Specifically, TENANT and employees with conform to Health Department regulations regarding Food Handler Permits, and with licensing for alcohol (Beer License), together with all other Public Health and Safety requirements.

9. SAFETY: TENANT shall keep the LEASED PREMISES in a clean, safe and orderly condition, and shall immediately notify CITY of any unsafe condition or practice on the LEASED PREMISES. TENANT shall not introduce, use or permit to be used in the LEASED PREMISES any hazardous materials.

10. SEVERALABILITY: The provisions of this AGREEMENT are severable, such that if any provision is invalid, unenforceable, or waived, the remaining provisions shall remain in full force to the extent possible.

11. RENEGOTIATION OR MODIFICATION: This AGREEMENT may only be changed by written amendment, executed by the parties hereto, and attached to the original signed copy of the AGREEMENT.

12. ASSIGNMENT: TENANT shall not assign or otherwise transfer this AGREEMENT or any use, right, duty or interest arising from this AGREEMENT.

13. ENTIRE AGREEMENT: This document, including any attached exhibits, constitutes the entire agreement between CITY and TENANT. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked.

14. USE OF LEASED PREMESIS FOR CITY PURPOSES: CITY may use the LEASED PREMISIS for CITY'S business meetings at any time after normal business hours. Use of the LEASED PREMISES during business hours must be approved by TENANT. Any food or beverage for these meetings during business hours must be purchased through TENANT unless otherwise agreed upon by TENANT. For after business hour meetings, purchase of food and beverage from TENANT would be preferred, but is not mandatory.

15. SEPARATION OF LEASED PREMESIS: All areas outside the LEASED PREMESIS shall only be occupied by TENANT'S customers with permission of the CITY, including but not limited to the pro shop area, the event center, recreational rooms, conference rooms, the grounds, and the golf course. Pro shop and recreation activities may vary; TENANT may be required to keep bathrooms accessible.

16. TENANT CODE OF CONDUCT: TENANT shall provide CITY with its written Code of Conduct and Ethics Policy that is acceptable to CITY. TENANT shall require all officers, agents, and employees to receive and agree to abide by this policy. Failure of TENANT to enforce its Code of Conduct and Ethics Policy may be considered a breach of this AGREEMENT and may result in TENANT being subject to termination for cause.

EXHIBIT B to Concession Agreement

Equipment List

Manufacturer	Item
Saturn	Grill
Master Built	Walk in Fridge
Saturn	Undercounter Freezer
Continental	Undercounter Fridge
Saturn	Freezer
Dean	(2) Fryers
Hoshizaki	Counter Ice Machine
Saturn	Sandwich Refrigerator
Bloomfield	Coffee Maker
Amana	Microwave
Ansul System	Hood and Vent
9 Tables	Inside
36 Chairs	Inside
Radiant Systems	Cash Register
Prodigy	Backup Ice Machine
Equipex	Salamander

EXHIBIT C to Concession Agreement

Grill Lease Area

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	8/25/2015

City Council
Agenda Item

SUBJECT:	Discussion on Bowen Collins Study on Bayhill Park
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager

BACKGROUND AND FINDINGS:

Following the recommendation of the Parks and Trails Committee, the new proposal for Bayhill Park was sent to Bowen Collins to give the city a cost estimate. The Bowen Collins study has come back, and they have provided an updated cost estimate for the original proposal, a cost estimate for the Parks and Trails Committee proposal, and cost estimate of a modified version of the Committee's proposal. The Committee's proposal includes the construction of large retaining walls that significantly raised the cost estimate for the construction of the Park. The Bowen Collins proposal took elements of the Committee's proposal and tried to incorporate those ideas in a more cost effective manner. In the supporting documents, Concept A is the original proposal for Bayhill Park, Concept B is the Parks and Trails proposal, and Concept C is the Bowen Collins proposal.

PREVIOUS LEGISLATIVE ACTION:

FISCAL IMPACT:

See cost estimates for the three proposals, original budget for FY2015 was $235,000.

SUPPORTING DOCUMENTS:

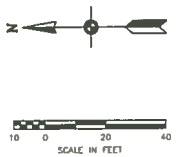
See Bowen Collins drafts and cost estimates.

RECOMMENDATION:

Staff recommends that the City Council review the proposals and provide staff with direction and input on how to proceed with Bayhill Park

MOTION:

No motion necessary, discussion item only.



Conceptual Cost Estimate - Bayhill Park
Original Concept (A)

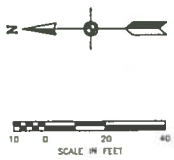
Project: Bayhill Park Date: 8/17/2015

Owner: City of Cedar Hills Prepared by: JKT - Bowen Collins & Associates

Item	Quantity	Units	Unit Cost	Cost
Parking Lot				
Mobilization	1.00	LS	$ 25,000.00	$ 25,000
Engineering Estimating	1.00	LS	$ 3,934.00	$ 25,000
Quality Control	1.00	LS	$ 4,000.00	$ 4,000
Construction Surveying	1.00	LS	$ 3,500.00	$ 3,500
Clearing and Grubbing	1.00	LS	$ 5,000.00	$ 5,000
Parking Lot Asphalt (4")	12,500.00	SF	$ 2.50	$ 31,250
Untreated Base Course (8")	308.00	CY	$ 35.00	$ 10,780
Pavement Marking Tape	450.00	LF	$ 2.00	$ 900
Curb and Gutter	675.00	LF	$ 25.00	$ 16,875
6' Sidewalk	500.00	LF	$ 30.00	$ 15,000
ADA Pedestrian Access Ramp	1.00	EA	$ 2,250.00	$ 2,250
Trail - 12' Wide (3" Asphalt over 8" UTBC)	75.00	LF	$ 45.00	$ 3,375
Concrete Driveway Flared, 7-inch Thick	30.00	SY	$ 50.00	$ 1,500
Fill parking	6,000.00	CY	$ 16.00	$ 25,001
Fine Grading	30,000.00	SF	$ 0.10	$ 3,000
Sewer and Storm Drain Improvements	1.00	LS	$ 10,000.00	$ 10,000
Landscape and Irrigation	15,000.00	SF	$ 2.50	$ 37,500
1" Water Service Connection	1.00	EA	$ 3,500.00	$ 3,500
Bollards for MWDSLS Access	3.00	EA	$ 200.00	$ 600
Subtotal				**$ 224,031**
Playground, Play Area and Pavilion				
Landscape and Irrigation	5,715.00	SF	$ 2.50	$ 14,288
Playground (2-5 yrs)	1.00	EA	$ 15,000.00	$ 15,000
Retaining Wall Around Playground	500.00	SF	$ 50.00	$ 25,000
Handrail Along Top of Wall	125.00	LF	$ 25.00	$ 3,125
Bark for Playground Fall Surface	50.00	CY	$ 115.00	$ 5,750
Benches	2.00	EA	$ 500.00	$ 1,000
Bathroom Finish	1.00	LS	$ 7,500.00	$ 7,500
Drinking Fountain	1.00	EA	$ 1,000.00	$ 1,000
Subtotal				**$ 72,663**
Contingency	15%			$ 10,899
Total Cost				**$ 307,593**

BAYHILL PARK – CONCEPT PLAN, CEDAR HILLS, UTAH

Concept A – Original Version

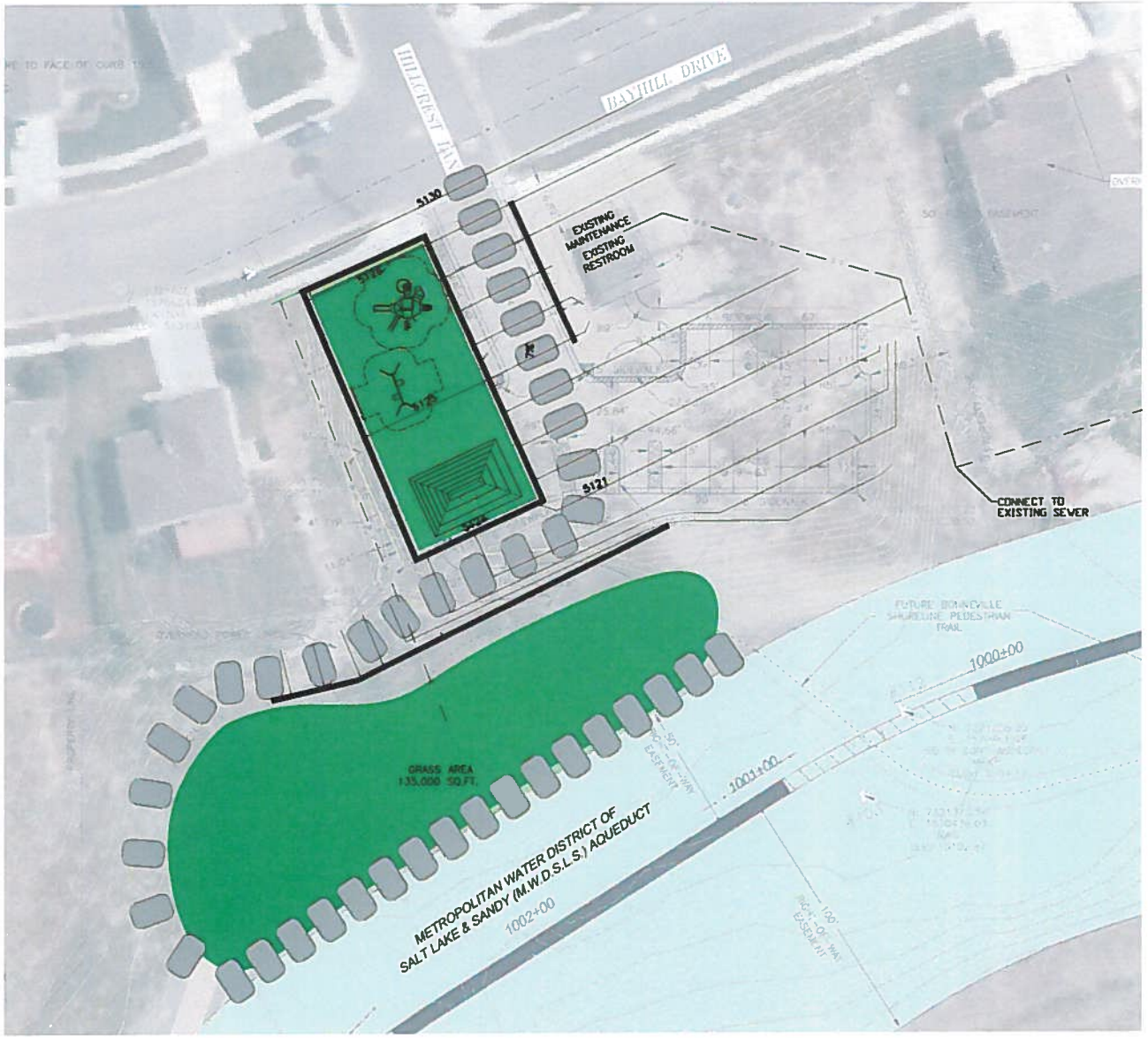


Conceptual Cost Estimate - Bayhill Park
City Concept (B)

Project: Bayhill Park Date: 8/17/2015

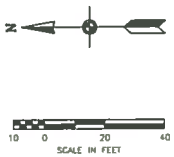
Owner: City of Cedar Hills Prepared by: JKT - Bowen Collins & Associates

Item	Quantity	Units	Unit Cost	Cost
Parking Lot				
Mobilization	1.00	LS	$ 25,000.00	$ 25,000
Engineering Design	1.00	LS	$ 3,934.00	$ 75,000
Quality Control	1.00	LS	$ 4,000.00	$ 4,000
Construction Surveying	1.00	LS	$ 3,500.00	$ 3,500
Clearing and Grubbing and Trail Removal	1.00	LS	$ 10,000.00	$ 10,000
Parking Lot Asphalt (4")	12,500.00	SF	$ 2.50	$ 31,250
Untreated Base Course (8")	308.00	CY	$ 35.00	$ 10,780
Pavement Marking Tape	450.00	LF	$ 2.00	$ 900
Curb and Gutter	675.00	LF	$ 25.00	$ 16,875
6' Sidewalk	500.00	LF	$ 30.00	$ 15,000
ADA Pedestrian Access Ramp	1.00	EA	$ 2,250.00	$ 2,250
Trail - 12' Wide (3" Asphalt over 8" UTBC)	500.00	LF	$ 45.00	$ 22,500
Concrete Driveway Flared, 7-inch Thick	30.00	SY	$ 50.00	$ 1,500
Fill parking	6,000.00	CY	$ 16.00	$ 25,001
Fine Grading	30,000.00	SF	$ 0.10	$ 3,000
Sewer and Storm Drain Improvements	1.00	LS	$ 10,000.00	$ 10,000
Landscape and Irrigation	15,000.00	SF	$ 2.50	$ 37,500
1" Water Service Connection	1.00	EA	$ 3,500.00	$ 3,500
Bollards for MWDSLS Access	3.00	EA	$ 200.00	$ 600
Retaining Walls	3,000.00	SF	$ 50.00	$ 150,000
Handrail Along Top of Wall	2,000.00	LF	$ 25.00	$ 50,000
Subtotal				**$ 498,156**
Playground, Play Area and Pavilion				
Landscape and Irrigation	18,000.00	SF	$ 2.50	$ 45,000
Playground (2-5 yrs) and Swing Set	1.00	EA	$ 20,000.00	$ 20,000
Pavilion	1.00	LS	$ 20,000.00	$ 20,000
Pavilion Pad	8.00	CY	$ 300.00	$ 2,400
Bark for Playground Fall Surface	50.00	CY	$ 115.00	$ 5,750
Benches	2.00	EA	$ 500.00	$ 1,000
Bathroom Finish	1.00	LS	$ 7,500.00	$ 7,500
Drinking Fountain	1.00	EA	$ 1,000.00	$ 1,000
Subtotal				**$ 102,650**
Contingency	15%			$ 15,398
Total Cost				**$ 616,204**



BAYHILL PARK – CONCEPT PLAN, CEDAR HILLS, UTAH

Concept B – City Version

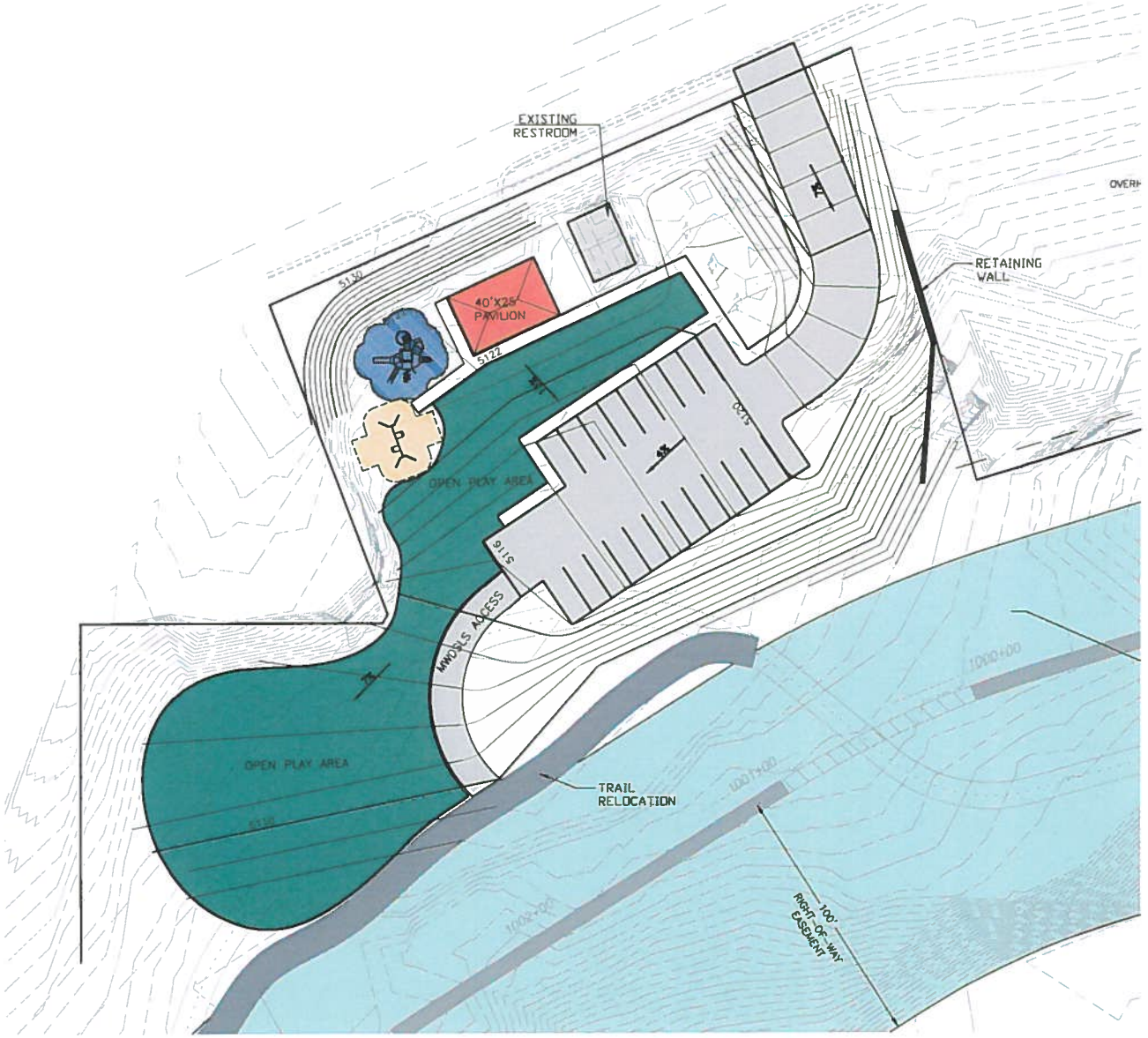


Conceptual Cost Estimate - Bayhill Park
BC&A Concept (C)

Project: Bayhill Park Date: 8/17/2015

Owner: City of Cedar Hills Prepared by: JKT - Bowen Collins & Associates

Item	Quantity	Units	Unit Cost	Cost
Parking Lot				
Mobilization	1.00	LS	$ 25,000.00	$ 25,000
Engineering Design	1.00	LS	$ 3,934.00	$ 75,000
Quality Control	1.00	LS	$ 4,000.00	$ 4,000
Construction Surveying	1.00	LS	$ 3,500.00	$ 3,500
Clearing and Grubbing and Trail Removal	1.00	LS	$ 10,000.00	$ 10,000
Parking Lot Asphalt (4")	10,000.00	SF	$ 2.50	$ 25,000
Untreated Base Course (8")	290.00	CY	$ 35.00	$ 10,150
Pavement Marking Tape	450.00	LF	$ 2.00	$ 900
Curb and Gutter	675.00	LF	$ 25.00	$ 16,875
5' Sidewalk	500.00	LF	$ 25.00	$ 12,500
ADA Pedestrian Access Ramp	1.00	EA	$ 2,250.00	$ 2,250
Trail - 12' Wide (3" Asphalt over 8" UTBC)	320.00	LF	$ 45.00	$ 14,400
Concrete Driveway Flared, 7-inch Thick	30.00	SY	$ 50.00	$ 1,500
Fill parking	6,000.00	CY	$ 16.00	$ 25,001
Fine Grading	30,000.00	SF	$ 0.10	$ 3,000
Sewer and Storm Drain Improvements	1.00	LS	$ 10,000.00	$ 10,000
Landscape and Irrigation	15,000.00	SF	$ 2.50	$ 37,500
1" Water Service Connection	1.00	EA	$ 3,500.00	$ 3,500
Bollards for MWDSLS Access	3.00	EA	$ 200.00	$ 600
Retaining Walls	700.00	SF	$ 50.00	$ 35,000
Handrail Along Top of Wall	270.00	LF	$ 25.00	$ 6,750
Subtotal				**$ 322,426**
Playground, Play Area and Pavilion				
Landscape and Irrigation	20,000.00	SF	$ 2.50	$ 50,000
Playground (2-5 yrs) and Swing Set	1.00	EA	$ 20,000.00	$ 20,000
Pavilion	1.00	LS	$ 20,000.00	$ 20,000
Pavilion Pad	8.00	CY	$ 300.00	$ 2,400
Bark for Playground Fall Surface	50.00	CY	$ 115.00	$ 5,750
Benches	2.00	EA	$ 500.00	$ 1,000
Bathroom Finish	1.00	LS	$ 7,500.00	$ 7,500
Drinking Fountain	1.00	EA	$ 1,000.00	$ 1,000
Subtotal				**$ 107,650**
Contingency	15%			$ 16,148
Total Cost				**$ 446,224**



BAYHILL PARK – CONCEPT PLAN, CEDAR HILLS, UTAH

Concept C – BC&A Version