

**SPECIAL CITY COUNCIL MEETING**  
**Tuesday, March 26, 2013 6:00 p.m.**  
**Community Recreation Center**  
**10640 N Clubhouse Drive, Cedar Hills, Utah**

Present: Gary Gygi, Mayor  
Council Members: Trent Augustus, Scott Jackman, Stephanie Martinez,  
Jenney Rees, Daniel Zappala (by phone)  
David Bunker, City Manager  
Colleen Mulvey, City Recorder  
Greg Gordon, Recreation Director

**COUNCIL MEETING**

1. This special meeting of the City Council of the City of Cedar Hills, Utah having been properly noticed was called to order at 6:02 p.m. by Mayor Gygi.

Invocation given by C. Jackman

Pledge of Allegiance led by C. Rees

2. Approval of Meetings Agenda

Mayor Gygi stated that there is some recent information regarding pending litigation to discuss with the council. He suggested amending the agenda to add an executive session to discuss this item.

**MOTION: C. Rees – To amend the meeting agenda adding an executive session pursuant to UCA 52-4-205, to discuss pending or reasonably imminent litigation.**

Seconded by C. Augustus.

Yes - C. Augustus  
C. Jackman  
C. Martinez  
C. Rees  
C. Zappala      Motion passes.

**SCHEDULED ITEMS**

3. Review/Action on Awarding a Contact for Concessions at the Community Recreation Center Building

C. Augustus stated that overall the contract for Sammy's Café is well done, but there are some minor clarifications to be made. He explained that we may know what our intentions are, but unless it is clearly spelled out it may be interpreted by Sammy's or outside sources as something different.

David Bunker suggested going through each of the sections where there was an issue or concern.

C. Martinez asked about the employee discount and how they would be handling that. Mr. Bunker stated that they have agreed to do some sort of discount for employees, but that would be totally up to them.

Mayor Gygi then read from the list of items submitted by C. Augustus. Item #3, Renewal, mentions the notice of tenant's intent to renew on or before the final date of renewal term, and what exactly is the renewal term. C. Augustus stated that in the definitions, we don't have a definition for the renewal term. He asked what the timeframe is that they have before their expiration to reapply for a renewal. Mr. Bunker stated that renewal is the 12 month period from January 1<sup>st</sup> until December 31<sup>st</sup>.

C. Augustus asked if that would allow them to come in on December 29<sup>th</sup> and say that they are going to renew, because we would want more notice than that if they are not going to renew. He said that we say we can provide them with a 30 day extension, but we don't give them a specified timeframe as to how long before the expiration of their lease to renew. Mr. Bunker said that all we have in this contract is that they will give us written notice to renew on or before the final date of the renewal term. C. Augustus stated that typically you will have 60 days prior to the expiration of a lease to renew the lease; he suggested putting that in the contract.

Mr. Bunker stated that we can put that the 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. C. Jackman suggested also adding that the city can agree to allow an additional 30 day extension.

Mayor Gygi moved on to item #5 of the contract regarding the maintenance and the area of the Grill, the leased and non-leased portions were not sufficiently defined. Mr. Bunker stated that the non-leased area just means everything outside of the Grill space itself. The city would take care of the roof, the underground plumbing, etc., if it is in the Grill space, then that is the leased area. C. Augustus suggested defining this better so that they know exactly what the Grill area is. C. Jackman suggested attaching an appendix with a floor plan that has the leased area highlighted. Mr. Bunker stated that we will attach the floor plan to the contract as Exhibit C.

Mayor Gygi stated that regarding item #7, Utilities, we discussed in the interview with them that they are going to be responsible for their own phone lines, internet and their own technology. Mr. Bunker stated that we have already talked with the alarm company and they will be billing Sammy's directly for their alarm service. C. Augustus stated that we need to add that the alarm has to be covered under the existing provider of the facility. C. Jackman commented that if we tell them which provider to use then we should just cover it as part of the building.

Greg Gordon explained that the reason that they will have to have a separate account for the alarm is because they need to have their own set up. If someone trips their alarm then they are the ones that need to be involved and get the call, not the city staff.

C. Augustus stated that he prefers that we put in the language that they are to use the alarm company that is already covering the building.

Mayor Gygi then moved on to item #15, Concession Rights, stating that there was some question regarding the exclusive rights. C. Augustus said that this is about the golf course and what areas they have access to for selling concessions, and what areas we have.

Mr. Bunker said that the way this is set up is that they have all concessions rights to sell point of contact/product, however if it is a catered event or a vending machine, those are excluded. This is set up to let Sammy's know that we are not going to bring in somebody else to sell food products. C. Jackman asked if that will include a vendor in the parking lot, like the waffle truck. Mr. Bunker stated that once Sammy's comes in we will not allow a vendor to come into the parking lot to sell concessions. C. Rees commented that she thinks that that is fair. C. Augustus stated that he prefers to put in the language that this also covers the recreation center property and not just use the words "golf course". C. Jackman suggested using the wording of "excluding the vending machines located on the premises of the recreation center and golf course properties."

Mayor Gygi then directed the discussion to item #16, Business Hours, and said we are trying to give them a contact person with the city to handle day to day matters. C. Rees stated that she feels that we should not be telling Sammy's what their operating hours should be, we don't own it, this is their business. C. Jackman stated the he wants Sammy's to have one contact person to negotiate and deal with, and if we disagree with the city manager, then we fix that. C. Augustus said that that was his question about putting that entire burden on the city manager and then we lose complete control of that. C. Jackman stated that we lose complete direct control of that, but we do not lose indirect control because we have a lot of influence on the city manager.

C. Zappala asked if they make the decision to be closed for the whole month of January and February, would they still pay rent. C. Rees stated that they would have to get the city manager's permission to be closed for that period of time, and they would still have to pay rent.

Mayor Gygi stated that item #20 is about signage and we discussed this in our meeting with Sammy's, and they would like signage outside of the Grill which they will pay for. Getting signage on the Canyon Road is a totally different issue, and we have to find out if we can do that, either way they know that they are responsible for signage.

C. Martinez asked if they are interested in placing a sign on our building, are we going to have a standard on that. C. Jackman commented that it would have to meet our guidelines in our sign ordinance. He added that there is a lot of verbiage in our sign ordinance around commercial use.

C. Augustus stated that we need to define in the contract who is responsible for the cost of the signage. C. Jackman said that we can make it clear that unless previously negotiated, they will pay for all signs and alterations.

Mayor Gygi stated that it was pointed out that the agreement does not address Sammy's using the patio area and the Vista Room, and whether we are going to charge them rent to use the Vista Room. C. Martinez stated that she doesn't think that the patio area is an issue, but if there is overflow from an event and we actually have an event planned, then they need to know that their patrons are not to overflow into the Vista Room.

Mr. Bunker stated that if we lease the Vista Room, that comes with the patio and we will have to tell them that their leased premises is within the confines of the Grill area. C. Rees suggested putting out signage that there is a private event going on in the Vista Room and patio area.

Mayor Gygi asked if there was anything else. No other comments were made at this time.

**MOTION: C. Augustus—To approve a contract with Sammy's Famous Pieshakes Café, and approve the concession agreement subject to the changes discussed and made today during this meeting .** Seconded by C. Rees.

Yes - C. Augustus  
C. Jackman  
C. Martinez  
C. Rees  
C. Zappala Motion passes.

**MOTION: C. Rees - To go into Executive Session, Pursuant to Utah State Code 52-4-205 to discuss pending or reasonably imminent litigation.** Seconded by C. Jackman.

(6:47 p.m.)

Yes - C. Augustus  
C. Jackman  
C. Martinez  
C. Rees  
C. Zappala Motion passes.

**MOTION: C. Jackman – To adjourn the Executive Session and return to regular session.** Seconded by C. Rees. (7:11 p.m.)

Yes - C. Augustus  
C. Jackman  
C. Martinez  
C. Rees  
C. Zappala Motion passes.

This meeting was adjourned at 7:12 p.m. on a motion by C. Augustus, seconded by C. Martinez, and unanimously approved.

Approved by Council: /s/ Colleen A. Mulvey  
Colleen A. Mulvey, CMC  
City Recorder

April 23, 2013